

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): July 13, 2021

ZoomInfo Technologies Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-39310

(Commission File Number)

84-3721253

(IRS Employer Identification No.)

805 Broadway Street, Suite 900, Vancouver, Washington 98660

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(800) 914-1220**

Not applicable

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

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

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

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A common stock, par value \$0.01 per share	ZI	The Nasdaq Stock Market LLC

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.***Supplemental Indenture with respect to Additional 3.875% Senior Notes due 2029***

On July 15, 2021, ZoomInfo Technologies LLC (the “Issuer”) and ZoomInfo Finance Corp. (together with the Issuer, the “Issuers”), indirect subsidiaries of ZoomInfo Technologies Inc. (the “Company”), issued and sold \$300.0 million aggregate principal amount of additional 3.875% Senior Notes due 2029 (the “Additional Notes”), which mature on February 1, 2029, pursuant to a supplemental indenture, dated as of July 15, 2021 (the “Supplemental Indenture”), by and among the Issuers, the guarantors named on the signature pages thereto (the “Guarantors”) and Wells Fargo, National Association, as trustee (the “Trustee”), to the Indenture, dated as of February 2, 2021 (as supplemented by the Supplemental Indenture, the “Indenture”), by and among the Issuers, the Guarantors and the Trustee, governing the 3.875% Senior Notes due 2029 that were issued on February 2, 2021 (the “Existing Notes”). The Additional Notes will be treated as a single series with the Existing Notes and will have the same terms as those of the Existing Notes, except that the Additional Notes have a different issue date and different issue price. The Additional Notes and the Existing Notes will vote as one class under the Indenture. The Additional Notes were sold within the United States only to persons reasonably believed to be qualified institutional buyers in reliance on Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), and outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act.

The net proceeds from the Additional Notes are expected to be used, together with the net proceeds from the expected amendment (the “Credit Agreement Amendment”) to ZoomInfo LLC’s (the “Borrower”) existing first lien credit agreement, by and among the Borrower, the Issuer as co-borrower (the “Co-Borrower”), ZoomInfo Midco LLC, the Guarantors party thereto, the lenders party thereto and Morgan Stanley Senior Funding, Inc., as administrative agent, collateral agent and L/C issuer, that is expected to provide for, among other things, the incurrence of an additional \$200 million aggregate principal amount of additional term loans, (i) to repay \$225 million of outstanding borrowings under the revolving credit facility which were used to pay a portion of the consideration for the previously announced acquisition of AffectLayer Inc. d/b/a Chorus.ai (the “Acquisition”) and (ii) to pay fees and expenses related to this offering, the Credit Agreement Amendment, and the Acquisition, and (iii) the remainder for general corporate purposes. The effectiveness of the Credit Agreement Amendment is subject to market and other customary closing conditions, and there is no guarantee the Credit Agreement Amendment will be entered into on the terms expected, within the expected time frame, or at all.

Each of the foregoing descriptions of each of the Indenture, the Supplemental Indenture and the Notes do not purport to be complete and are qualified in their entirety by reference to the full text of each of such documents, which are filed as Exhibits 4.1, 4.2 and 4.3, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

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

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference in this Item 2.03.

Item 8.01. Other Events.

On July 13, 2021, ZoomInfo Technologies Inc. (the “Company”) issued a press release announcing that the Issuers priced the previously announced offering (the “Offering”) of \$300 million in aggregate principal amount of Additional Notes. The full text of the press release is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

On July 15, 2021, the Issuers completed the Offering. The Issuers and the Borrower intend to use the net proceeds from the Offering and the Credit Agreement Amendment to (i) repay \$225 million of outstanding borrowings under the revolving credit facility which were used to pay a portion of the consideration for the Acquisition, (ii) pay fees and expenses related to this offering, the Credit Agreement Amendment, and the Acquisition, and (iii) use the remainder for general corporate purposes.

This Current Report on Form 8-K shall not constitute an offer to sell or a solicitation of an offer to buy the securities described above, and shall not constitute an offer, solicitation or sale in any jurisdiction in which such an offer, solicitation or sale would be unlawful.

FORWARD-LOOKING STATEMENTS

This Current Report on Form 8-K contains “forward-looking statements” within the meaning of the federal securities laws. Forward-looking statements include all statements that are not historical facts. In some cases, you can identify these forward-looking statements by the use of words such as “anticipate,” “believe,” “can,” “continue,” “could,” “estimate,” “expect,” “forecast,” “goal,” “intend,” “may,” “might,” “objective,” “outlook,” “plan,” “potential,” “predict,” “projection,” “seek,” “should,” “target,” “trend,” “will,” “would” or the negative version of these words or other comparable words. Such forward-looking statements are subject to various risks, uncertainties, assumptions, or changes in circumstances that are difficult to predict or quantify. These forward-looking statements include any statements regarding the intended use of proceeds from the Offering and the Credit Agreement Amendment. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements. These factors include but are not limited to those described in the Company’s Annual Report on Form 10-K for the year ended December 31, 2020 and other reports filed by the Company from time to time with the Securities and Exchange Commission (“SEC”), which are accessible on the SEC’s website at www.sec.gov. These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included such filings. The Company undertakes no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments or otherwise, except as required by law.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

The following documents are herewith filed as exhibits to this report:

Exhibit No.	
4.1	<u>Indenture, dated as of February 2, 2021, by and among ZoomInfo Technologies LLC, ZoomInfo Finance Corp., the guarantors named on the signature pages thereto, and Wells Fargo National Association, as trustee (filed as Exhibit 4.1 to the Company’s Form 8-K filed with the SEC on February 2, 2021)</u>
4.2	<u>Supplemental Indenture, dated as of July 15, 2021, by and among ZoomInfo Technologies LLC, ZoomInfo Finance Corp., the guarantors named on the signature pages thereto, and Wells Fargo National Association, as trustee</u>
4.3	Form of 3.875% Senior Note due 2029 (included in Exhibit 4.1)
99.1	<u>Press release dated July 13, 2021 with respect to the Offering</u>

Signatures

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

Date: July 15, 2021

ZoomInfo Technologies Inc.

By: /s/ Anthony Stark
Name: Anthony Stark
Title: General Counsel and Corporate Secretary

SUPPLEMENTAL INDENTURE

THIS FIRST SUPPLEMENTAL INDENTURE, dated as of July 15, 2021 (this "First Supplemental Indenture"), among ZOOMINFO TECHNOLOGIES LLC, a Delaware limited liability company ("ZoomInfo Technologies"), ZOOMINFO FINANCE CORP., a Delaware corporation (the "Co-Issuer" and, together with ZoomInfo Technologies, the "Issuers"), the parties listed as "Guarantors" on the signature pages hereto (the "Guarantors") and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee").

W I T N E S S E T H

WHEREAS, the Issuers, the Guarantors and the Trustee are parties to an indenture, dated as of February 2, 2021 (the "Indenture"), providing for the issuance of the Issuers' 3.875% Senior Notes due 2029 (the "Notes");

WHEREAS, Sections 2.2 and 9.1 of the Indenture provides that the Issuers may issue, from time to time, in accordance with the provisions of the Indenture, Additional Notes without notice to or consent of the Holders;

WHEREAS the Issuers and the Guarantors have entered into that certain purchase agreement, dated as of July 13, 2021, among the Issuers, the Guarantors and Morgan Stanley & Co. LLC, as representative of the initial purchasers identified therein, pursuant to which, among other things, the Issuers are issuing \$300,000,000 in aggregate principal amount of Notes as Additional Notes (the "July 2021 Additional Notes") as permitted by Section 2.2 of the Indenture;

WHEREAS, the July 2021 Additional Notes will have identical terms and conditions as the Initial Notes, other than issue date and issue price;

WHEREAS, the Issuers intend this First Supplemental Indenture to create and provide for the issuance of the July 2021 Additional Notes as Additional Notes under the Indenture;

WHEREAS, pursuant to Section 9.1 of the Indenture, the Issuers, the Guarantors and the Trustee are authorized to execute and deliver this First Supplemental Indenture to provide for the issuance of the July 2021 Additional Notes under the Indenture without notice to or consent of any Holder; and

WHEREAS, all things necessary to make the July 2021 Additional Notes, when executed by the Issuers and authenticated and delivered by the Trustee, issued upon the terms and subject to the conditions set forth hereinafter and in the Indenture and delivered as provided in the Indenture against payment therefor, valid, binding and legal obligations of the Issuers according to their terms, and all actions required to be taken by the Issuers under the Indenture to make this First Supplemental Indenture a valid, binding and legal agreement of the Issuers, have been done.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Creation of the July 2021 Additional Notes. In accordance with Sections 2.1, 2.2 and 9.1 of the Indenture, the Issuers hereby create the July 2021 Additional Notes as Additional Notes under the Indenture. The July 2021 Additional Notes shall be issued initially in an aggregate principal amount of \$300,000,000 on the date hereof and will be issued at an issue price of 99.25% of the principal amount thereof, plus accrued and unpaid interest from February 2, 2021 to the date hereof. Interest on the July 2021 Additional Notes shall accrue from February 2, 2021 and the first interest payment date shall be August 1, 2021. The July 2021 Additional Notes shall be issued as Restricted Global Notes.

3. Ratification of Indenture; First Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This First Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

4. No Recourse Against Others. No director, manager, officer, employee, incorporator, stockholder, unitholder or member of the Issuers, any of their Subsidiaries or any of their direct or indirect parent companies, including Parent, as such, has any liability for any obligations of the Issuers or any Guarantor under the Notes, the Indenture, the Guarantees, or for any claim based on, in respect of, or by reason of, such obligations or their creation. By accepting a July 2021 Additional Note, each Holder waives and releases all such liability. This waiver and release are part of the consideration for issuance of the July 2021 Additional Notes. This waiver may not be effective to waive liabilities under the federal securities laws, and it is the view of the Commission that such waiver is against public policy.

5. Notices. For purposes of Section 12.1 of the Indenture, the address for notices to each of the Issuers and the Guarantors shall be:

ZoomInfo Technologies LLC
ZoomInfo Finance Corp.
c/o ZoomInfo Technologies Inc.
805 Broadway Street, Suite 900
Vancouver, Washington 98660
Email: legal@zoominfo.com
Attention: General Counsel

6. Governing Law. This First Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

7. Counterparts. The parties may sign any number of copies of this First Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement. Delivery of an executed counterpart of a signature page to this First Supplemental Indenture by telecopier, facsimile or other electronic transmission (*e.g.*, a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart thereof. This First Supplemental Indenture shall be valid, binding and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code (collectively, “Signature Law”); (ii) an original manual signature; or (iii) a faxed, scanned or photocopied manual signature. Each electronic signature or faxed, scanned or photocopied manual signature shall for all purposes have the same validity, legal effect and admissibility in evidence as an

original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the Uniform Commercial Code or other Signature Law due to the character or intended character of the writings; provided that, notwithstanding anything herein to the contrary, the Trustee is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Trustee pursuant to reasonable procedures approved by the Trustee.

8. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

9. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by each of the Issuers and each of the Guarantors.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed, all as of the date first above written.

ZOOMINFO TECHNOLOGIES LLC

By: /s/ Anthony Stark
Name: Anthony Stark
Title: Vice President and Secretary

ZOOMINFO FINANCE CORP., as the Co-Issuer

By: /s/ Anthony Stark
Name: Anthony Stark
Title: Vice President and Secretary

ZOOMINFO LLC
CLICKAGY LLC
DATANYZE, LLC
DISCOVERORG ACQUISITION (KOMIKO),
LLC
EVERSTRING TECHNOLOGY, LLC
NEVERBOUNCE, LLC
RKSI ACQUISITION CORPORATION
ZOOMINFO APOLLO LLC

By: /s/ Anthony Stark
Name: Anthony Stark
Title: Vice President and Secretary

[Signature Page to First Supplemental Indenture]

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Scott Little

Name: Scott Little

Title: Vice President

[Signature Page to First Supplemental Indenture]



ZoomInfo Announces Pricing of \$300 million of 3.875% Senior Notes due 2029

VANCOUVER, WASHINGTON, July 13, 2021 — ZoomInfo Technologies Inc. (“ZoomInfo”) today announced that its indirect subsidiaries, ZoomInfo Technologies LLC and ZoomInfo Finance Corp. (the “Issuers,” and, together with ZoomInfo, the “Company”), have priced their previously announced offering of an additional \$300.0 million aggregate principal amount of their existing 3.875% Senior Notes due 2029 (the “Additional Notes”). The Issuers’ 3.875% Senior Notes due 2029 were previously issued in an aggregate principal amount of \$350.0 million on February 2, 2021 (the “Initial Notes”). The Additional Notes and the Initial Notes will be treated as the same series for all purposes under the indenture that governs the Initial Notes and will govern the Additional Notes. The Additional Notes will be issued a price equal to 99.25% of their face value plus accrued interest from February 2, 2021 to the closing date. The Company intends to use the proceeds from the offering, together with additional term loans incurred under its existing first lien credit agreement, to repay outstanding revolving credit borrowings under the first lien credit agreement, pay fees and expenses incurred in connection with the transaction and the remainder for general corporate purposes. The offering of the Additional Notes is expected to close on July 15, 2021, subject to customary closing conditions.

The Additional Notes to be offered and the related guarantees thereof have not been and will not be registered under the Securities Act of 1933, as amended (the “Securities Act”), or any state securities laws and, unless so registered, may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. The Additional Notes are being offered, by the initial purchasers, only to persons reasonably believed to be qualified institutional buyers in reliance on Rule 144A under the Securities Act and non-U.S. persons in transactions outside the United States in reliance on Regulation S under the Securities Act.

This press release is being issued pursuant to Rule 135(c) under the Securities Act, and it is neither an offer to sell nor a solicitation of an offer to buy any securities and shall not constitute an offer to sell or a solicitation of an offer to buy, or a sale of any securities, in any jurisdiction in which such offer, solicitation or sale is unlawful.

Forward Looking Statements

This press release contains “forward-looking statements” within the meaning of the federal securities laws. Forward-looking statements include all statements that are not historical facts. In some cases, you can identify these forward-looking statements by the use of words such as “anticipate,” “believe,” “can,” “continue,” “could,” “estimate,” “expect,” “forecast,” “goal,” “intend,” “may,” “might,” “objective,”

“outlook,” “plan,” “potential,” “predict,” “projection,” “seek,” “should,” “target,” “trend,” “will,” “would” or the negative version of these words or other comparable words. These forward-looking statements include any statements regarding the intended use of proceeds from the Additional Notes offering and the closing of the Additional Notes offering. Such forward-looking statements are subject to various risks, uncertainties, assumptions, or changes in circumstances that are difficult to predict or quantify. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements. These factors include but are not limited to those described under “Risk Factors” in ZoomInfo’s Annual Report on Form 10-K for the year ended December 31, 2020. Such factors may be updated from time to time in ZoomInfo’s periodic filings with the Securities and Exchange Commission (“SEC”), which are accessible on the SEC’s website at www.sec.gov. These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included such filings. The Company undertakes no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments or otherwise, except as required by law.

ZoomInfo Investor Contact:

Jeremiah Sisitsky
VP of Investor Relations
617-826-2068
IR@zoominfo.com

ZoomInfo Media Contact:

Steve Vittorioso
Director, Communications
978-875-1297
pr@zoominfo.com