

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): October 24, 2025

Direct Digital Holdings, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-41261
(Commission
File Number)

87-2306185
(IRS Employer
Identification No.)

1177 West Loop South, Suite 1310
Houston, Texas
(Address of principal executive offices)

77027
(Zip Code)

Registrant's telephone number, including area code: (832) 402-1051

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 Exchange Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.001 per share	DRCT	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 (the “Exchange Act”) (§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 Material Definitive Agreement.

Amendment to Equity Reserve Facility

On October 24, 2025, Direct Digital Holdings, Inc., a Delaware Corporation (the “**Company**”), entered into an Amendment No. 1 to Share Purchase Agreement (the “**Amendment**”) with New Circle Principal Investments LLC, a Delaware limited liability company (“**New Circle**”), which amends the Share Purchase Agreement, dated October 18, 2024, between the Company and New Circle (as amended, the “**Purchase Agreement**”). Under the original Purchase Agreement, New Circle committed to purchase, subject to certain limitations, up to \$20 million (the “**Original Commitment**”) of the Company’s Class A common stock, par value \$0.001 per share (the “**Class A Common Stock**”). The Amendment (i) increases the Original Commitment to a total of \$100 million in aggregate gross proceeds of Class A Common Stock, (ii) modifies the first of two pricing options (as detailed below), (iii) adds an incremental commitment fee payable by the Company to New Circle equal to \$50,000 for each \$5 million in aggregate gross proceeds, to be paid out of sale proceeds, (iv) adds a one-time upside commitment fee issuable to New Circle in connection with the Amendment equal to 100,000 shares of Class A Common Stock, and (v) effects certain other changes. The remainder of the Purchase Agreement remains unchanged, a description of which has been previously disclosed.

Under the Purchase Agreement, New Circle is obligated to purchase shares of Class A Common Stock as the Company directs, subject to certain conditions and limitations. Upon the Company’s submission of a purchase notice, shares will be issued from the Company to New Circle, and New Circle will pay a price per share calculated based on a discount to recent trading prices of the Class A Common Stock. After the Amendment, the purchase price per share for each purchase will be, at our election:

- the lowest sales price of our Class A Common Stock during the period commencing, if we submitted the purchase notice prior to 3:00 p.m. Eastern Time on a trading day, the open of trading on such day and ending on 4:00 pm Eastern Time on such trading day; or
- 97.5% of the lowest volume weighed average price per share of our Class A Common Stock during the three consecutive trading days commencing on (i) if we submitted the purchase notice prior to 9:00 a.m. Eastern Time on a trading day, the open of trading on such day, or (ii) if we submitted the purchase notice after 9:00 a.m. Eastern Time on a trading day, the opening of trading on the immediately succeeding trading day.

The net proceeds from sales, if any, under the Purchase Agreement to the Company will depend on the frequency and prices at which the Company sells shares of its Class A Common Stock to New Circle. The Company expects that any proceeds received by the Company from such sales to New Circle will be used to reduce outstanding debt, if required by the Company’s debt agreements, and for general corporate purposes, which may include making additions to our working capital. It is possible that no shares will be issued under the Purchase Agreement.

Tenth Amendment to Term Loan Facility

On October 28, 2025, Direct Digital Holdings, LLC (“**DDH LLC**”), as borrower, entered into the Tenth Amendment (the “**Tenth Amendment**”) to the Term Loan and Security Agreement dated December 3, 2021 (the “**Term Loan Facility**”) with the Company, Colossus Media, LLC, Huddled Masses LLC and Orange142, LLC, as guarantors (such guarantors together with DDH LLC, the “**Credit Parties**”), and Lafayette Square Loan Servicing, LLC (“**LS**”), as administrative agent, and Lafayette Square USA, Inc. (“**Lafayette**”) and the other lenders from time to time party thereto. Under the terms of the Tenth Amendment, the parties agreed that the Company shall have the ability (but not the obligation) to, from time to time, request that Lafayette exchange and/or convert (each, an “**Exchange**”), in whole or in part, shares of Series A Preferred Stock, par value \$0.001, of the Company (the “**Series A Preferred Stock**”), with an aggregate face amount of \$35.0 million into shares of Class A Common Stock; provided, that Lafayette is permitted to decline any such request in its sole discretion and is required to decline any such request that would cause Lafayette to exceed the Beneficial Ownership Limitation (as defined in the Tenth Amendment). The Tenth Amendment provides that the ratio for each Exchange shall be, for each share of Series A Preferred Stock so exchanged, the quotient of (1) the Accumulated Conversion Value (as defined in the Certificate of Designation for the Series A Preferred Stock) attributable to such share of Series A Preferred Stock, divided by (2) the volume-weighted average price of the Class A Common Stock for the 20-trading day trailing period immediately preceding the delivery of the notice pursuant to the procedures set forth in the Tenth Amendment, rounded down to the nearest whole share. The Tenth Amendment further provides that the parties shall make reasonable best efforts to sell any shares of Class A Common Stock received in an Exchange within three business days following the consummation of such Exchange.

Additionally, the Tenth Amendment removes the requirement for the Credit Parties to make a prepayment of the loans under the Term Loan Facility with any proceeds received from the sale of Series A Preferred Stock and provides for certain other technical amendments to the Term Loan Facility to permit the Exchange.

The Credit Parties also agreed to amend and restate the letter agreement dated October 14, 2025 (as so amended and restated, the “**Letter Agreement**”) pursuant to a new agreement on substantially similar terms to pay a \$35.0 million exit fee at the time none of the Series A Preferred Stock issued to Lafayette is outstanding; provided, that (i) if the Credit Parties redeem in full the Series A Preferred Stock at the Series A Liquidation Amount (as defined in the Certificate of Designation for the Series A Preferred Stock) on or prior to December 31, 2026, such exit fee is no longer due and payable and (ii) the amount of the exit fee reduces over time on a cumulative basis by redemptions and conversions of the shares of Series A Preferred Stock pursuant to the terms of the Certificate of Designation for the Series A Preferred Stock, as well exchanges of the Series A Preferred Stock pursuant to the Exchange.

The foregoing descriptions of the Amendment, the Tenth Amendment and the Letter Agreement are qualified in their entirety by reference to the full texts of the Amendment, the Tenth Amendment and the Letter Agreement, copies of which are attached hereto as Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3, respectively, and which are incorporated herein in their entirety by reference. Details of the Purchase Agreement can be found in the Company’s previous filings with the Securities and Exchange Commission.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Current Report contains forward-looking statements within the meaning of federal securities laws that are subject to certain risks, trends and uncertainties. We use words such as “could,” “would,” “may,” “might,” “will,” “expect,” “likely,” “believe,” “continue,” “anticipate,” “estimate,” “intend,” “plan,” “project” and other similar expressions to identify forward-looking statements, but not all forward-looking statements include these words. All of our forward-looking statements involve estimates and uncertainties that could cause actual results to differ materially from those expressed in or implied by the forward-looking statements. Accordingly, any such statements are qualified in their entirety by reference to the information described under the caption “Risk Factors” and elsewhere in our most recent Annual Report on Form 10-K for the fiscal year ended December 31, 2024 (the “Form 10-K”) and subsequent periodic and or current reports filed with the Securities and Exchange Commission (the “SEC”).

The forward-looking statements contained in this Current Report are based on assumptions that we have made in light of our industry experience and our perceptions of historical trends, current conditions, expected future developments and other factors we believe are appropriate under the circumstances. As you read and consider this press release, you should understand that these statements are not guarantees of performance or results. They involve risks, uncertainties (many of which are beyond our control) and assumptions. Although we believe that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect our actual operating and financial performance and cause our performance to differ materially from the performance expressed in or implied by the forward-looking statements. We believe these factors include, but are not limited to, the following:

The forward-looking statements contained in this Current Report are based on assumptions that we have made in light of our industry experience and our perceptions of historical trends, current conditions, expected future developments and other factors we believe are appropriate under the circumstances. As you read and consider this press release, you should understand that these statements are not guarantees of performance or results. They involve risks, uncertainties (many of which are beyond our control) and assumptions. Although we believe that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect our actual operating and financial performance and cause our performance to differ materially from the performance expressed in or implied by the forward-looking statements. We believe these factors include, but are not limited to, the following:

the conditions to our ability to sell Class A Common Stock to New Circle, including the effectiveness of any registration statement registering the resale by New Circle of the shares of Class A Common Stock; the exchange or conversion of Series A Preferred Stock into Class A Common Stock or the terms under which such exchange or conversion may take place, including any applicable ratio or number of shares associated therewith; the restrictions and covenants imposed upon us by our credit facilities; the substantial doubt about our ability to continue as a going concern, which may hinder our ability to obtain future financing; our ability to secure additional financing to meet our capital needs; any future ineligibility to file short-form registration statements on Form S-3, which may impair our ability to raise capital; our failure to satisfy applicable listing standards of the Nasdaq Capital Market resulting in a potential delisting of our common stock; costs, risks and uncertainties related to restatement of certain prior period financial statements; any significant fluctuations caused by our high customer concentration; risks related to non-payment by our clients; reputational and other harms caused by our failure to detect advertising fraud; operational and performance issues with our platform, whether real or perceived, including a failure to respond to technological changes or to upgrade our technology systems; restrictions on the use of third-party “cookies,” mobile device IDs or other tracking technologies, which could diminish our platform’s effectiveness; unfavorable publicity and negative public perception about our industry, particularly concerns regarding data privacy and security relating to our industry’s technology and practices, and any perceived failure to comply with laws and industry self-regulation; our failure to manage our growth effectively; the difficulty in identifying and integrating any future acquisitions or strategic investments; any changes or developments in legislative, judicial, regulatory or cultural environments related to information collection, use and processing; challenges related to our buy-side clients that are destination marketing organizations and that operate as public/private partnerships; any strain on our resources or diversion

of our management’s attention as a result of being a public company; the intense competition of the digital advertising industry and our ability to effectively compete against current and future competitors; any significant inadvertent disclosure or breach of confidential and/or personal information we hold, or of the security of our or our customers’, suppliers’ or other partners’ computer systems; as a holding company, we depend on distributions from Direct Digital Holdings, LLC (“DDH LLC”) to pay our taxes, expenses (including payments under the Tax Receivable Agreement) and any amount of any dividends we may pay to the holders of our common stock; the fact that DDH LLC is controlled by DDM, whose interest may differ from those of our public stockholders; any failure by us to maintain or implement effective internal controls or to detect fraud; and other factors and assumptions discussed in our Form 10-K and subsequent periodic and current reports we may file with the SEC. Should one or more of these risks or uncertainties materialize, or should any of these assumptions prove to be incorrect, our actual operating and financial performance may vary in material respects from the performance projected in these forward-looking statements. Further, any forward-looking statement speaks only as of the date on which it is made, and except as required by law, we undertake no obligation to update any forward-looking statement contained in this press release to reflect events or circumstances after the date on which it is made or to reflect the occurrence of anticipated or unanticipated events or circumstances, and we claim the protection of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995. New factors that could cause our business not to develop as we expect emerge from time to time, and it is not possible for us to predict all of them. Further, we cannot assess the impact of each currently known or new factor on our results of operations or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

Item 3.02 Unregistered Sales of Equity Securities.

The information with respect to the Exchange(s) contained above under “Tenth Amendment to Term Loan Facility” in Item 1.01 is hereby incorporated by reference into this Item 3.02. The shares of Class A Common Stock issuable upon the Exchange of the Series A Preferred Stock will be issued, without registration under the Securities Act of 1933, as amended (the “**Securities Act**”), in reliance on the exemptions provided by Section 3(a)(9) of the Securities Act and/or Section 4(a)(2) of the Securities Act as a transaction not involving a public offering, and in reliance on similar exemptions under applicable state laws.

Item 9.01 Financial Statement and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Amendment No. 1 to Share Purchase Agreement by and between Direct Digital Holdings, Inc. and New Circle Principal Investments LLC, dated October 24, 2025.
10.2	Tenth Amendment to Term Loan and Security Agreement, dated October 28, 2025, by and among Direct Digital, LLC, as borrower, Colossus Media, LLC, Huddled Masses LLC, Orange142, LLC, and Direct Digital Holdings, Inc., as guarantors, and Lafayette Square Loan Servicing, LLC, as administrative agent, and the various lenders thereto.
10.3	Letter Agreement, dated October 28, 2025, by and among Direct Digital, LLC, Colossus Media, LLC, Huddled Masses LLC, Orange142, LLC, and Direct Digital Holdings, Inc. and Lafayette Square Loan Servicing, LLC and Lafayette Square USA, Inc.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

SIGNATURE

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.

October 30, 2025
(Date)

Direct Digital Holdings, Inc.
(Registrant)

/s/ DIANA P. DIAZ

Diana P. Diaz
Chief Financial Officer

**AMENDMENT NO. 1
TO
SHARE PURCHASE AGREEMENT**

THIS AMENDMENT AGREEMENT (the “Amendment”) is entered into as of October 24, 2025, between New Circle Principal Investments LLC, a Delaware limited liability company (the “Investor”), and Direct Digital Holdings, Inc., a Delaware corporation (the “Company”). The Investor and the Company may be referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, the Company and the Investor are parties to a certain Share Purchase Agreement dated as of October 18, 2024 (the “Agreement”);

WHEREAS, the parties wish to enter into this Amendment No. 1 to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the agreements hereafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed:

I. Amendments.

A. Recitals. The first recital of the Agreement is hereby deleted in its entirety and replaced with the following:

WHEREAS, the Parties desire that, upon the terms and subject to the conditions contained herein, the Company shall have the right to issue and sell to the Investor, from time to time as provided herein, and the Investor shall purchase from the Company, up to \$100 million in aggregate gross purchase price of newly issued fully paid shares of the Company’s Class A Common Stock, par value \$0.001 per share (the “Common Shares”);

B. Section 2.01(b). Section 2.01(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

“Section 2.01(b) Date of Delivery of Purchase Notice. Purchase Notices shall be delivered in accordance with the instructions set forth on the bottom of Exhibit B attached hereto. A Purchase Notice selecting an Option 1 Pricing Period shall be deemed delivered upon receipt and acceptance of said Purchase Notice by the Investor if (a) such notice Purchase Notice is received by email at or before 3:00 PM Eastern Time and (B) the instruction letter has been delivered to the transfer agent (e-mail shall be sufficient) at or before 3:00 PM Eastern Time, and in all other cases will be deemed to be delivered at 8:00 AM Eastern Time on the immediately succeeding Trading Day. A Purchase Notice selecting an Option 2 Pricing Period shall be deemed delivered (i)(A) the day it is received and accepted by the Investor, if such Purchase Notice is received by e-mail at or before 9:00 AM Eastern Time, and (B) the instruction letter has been delivered to the transfer agent (e-mail shall be sufficient) at or before 9:00 AM Eastern Time, or (ii) the immediately succeeding day if either the Purchase Notice or instruction letter is received by e-mail after 9:00 AM Eastern Time; provided, however, that upon mutual written consent of the Company and the Investor, a Purchase Notice or instruction letter that is delivered after 9:00 AM Eastern Time may be deemed to have been delivered prior to 9:00 AM Eastern Time of such day. Upon receipt of a Purchase Notice and/or instruction letter, the Investor shall promptly provide written confirmation (which may be by e-mail) of receipt of such Purchase Notice and/or instruction letter. For the avoidance of doubt, if the instruction letter is adjusted pursuant to the Settlement Document, such instruction letter will be deemed to have been delivered at the time of the initial instruction letter that was so adjusted for purposes of this Section 2.01(b).

C. Section 11.04. Section 11.04 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Section 11.04 Commitment and Structuring Fee. Each of the parties shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this

Agreement and the transactions contemplated hereby, except that the Company shall pay to the Investor a structuring fee in the amount of \$15,000, which has been paid prior to the date hereof, and a legal fee in the amount of \$15,000, which will be paid upon execution of this Agreement. The Company shall pay an initial commitment fee to the Investor in the form of Common Shares with an aggregate market value equal to \$150,000 (the "Initial Commitment Fee"), the market value of which shall be determined based on the closing price of the Common Stock on the date the Registration Statement is declared effective by the SEC (the "Initial Commitment Shares"); provided, however, that the Company may, in its sole discretion, elect to pay any portion of the Initial Commitment Fee in cash, so long as such amount is paid on or prior to the day of filing of the Registration Statement. The Initial Commitment Shares shall be issued to the Investor within one (1) Business Day of the date of effectiveness of the Registration Statement registering the Commitment Shares. In addition, the Company shall pay incremental commitment fees equal to \$50,000 for each \$5,000,000 in aggregate proceeds to be paid by the Investor to the Company in connection with the sale and purchase of Shares pursuant to Purchase Notices (the "Incremental Commitment Fees"), which amount shall be retained by the Investor from the Purchase Price to be paid to the Company. Further, the Company shall pay an additional commitment fee (the "Upsize Commitment Fee," and together with the Initial Commitment Fee and the Incremental Commitment Fees, the "Commitment Fee") to the Investor in the form of Common Shares equal to 100,000, issuable on the date of this Amendment (the "Upsize Commitment Shares," and together with the Initial Commitment Shares, the "Commitment Shares"). The Commitment Shares issuable hereunder shall be included on the initial Registration Statement and the Company shall be required to promptly file additional registration statements for the issuance of additional Common Shares necessary to satisfy the Commitment Fee amount, if necessary. The Upsize Commitment Shares shall be issued to the Investor within one (1) Business Day of the date of this Amendment. The Commitment Fee shall be fully earned and non-refundable, regardless of whether any Purchase Notices are made or settled hereunder or any subsequent termination of this Agreement."

D. Definitions. The definitions of "Commitment Amount," "Option 1 Market Price," "Option 1 Pricing Period," and "Purchase Price" in Annex I to the Agreement are hereby deleted in their entirety and replaced with the following:

""Commitment Amount" shall mean \$100,000,000 of Common Shares."

""Option 1 Market Price" shall mean the lowest sales price of the Common Shares during the Option 1 Pricing Period."

""Option 1 Pricing Period" shall mean the period on the applicable Share Purchase Notice Date with respect to a Purchase Notice selecting an Option 1 Pricing Period commencing the open of trading on such Trading Day, and ending on 4:00 PM Eastern Time on such Trading Day that the applicable Share Purchase Notice is deemed delivered."

""Purchase Price" shall mean the price per Share obtained by multiplying the Market Price by (i) 100% in respect of a Purchase Notice with an Option 1 Pricing Period, and (ii) 97.5% in respect of a Purchase Notice with an Option 2 Pricing Period.

II. Miscellaneous.

- A. Except as provided hereinabove, all of the terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.
 - B. This Amendment is made pursuant to and in accordance with the terms and conditions of the Agreement.
 - C. All capitalized but not defined terms used herein shall have those meanings ascribed to them in the Agreement.
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- D.** All provisions in the Agreement and any amendments, schedules or exhibits thereto in conflict with this Amendment shall be and hereby are changed to conform to this Amendment.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by the undersigned, thereunto duly authorized, as of the date first set forth above.

COMPANY:

Direct Digital Holdings, Inc.

By: /s/ KEITH SMITH
Name Keith Smith
Title: President

INVESTOR:

New Circle Principal Investments LLC

By: New Circle Capital LLC
Its: Sole Member

By: /s/ WALTER ARNOLD
Name: Walter Arnold
Title: Managing Partner

TENTH AMENDMENT TO TERM LOAN AND SECURITY AGREEMENT

This Tenth Amendment to Term Loan and Security Agreement ("Agreement"), dated as of October 28, 2025 (the "Effective Date"), is entered into by and between Direct Digital Holdings, LLC, a Texas limited liability company ("Borrower"), Direct Digital Holdings, Inc., a Delaware corporation ("DDH Holdings"), Colossus Media, LLC, a Delaware limited liability company ("Colossus"), Huddled Masses LLC, a Delaware limited liability company ("HM"), Orange142, LLC, a Delaware limited liability company ("Orange") and together with DDH Holdings, Colossus, and HM, "Guarantors" and each individually a "Guarantor" and together with the Borrower, collectively, the "Credit Parties", and each a "Credit Party"), Lafayette Square Loan Servicing, LLC, as agent for the Lenders ("Agent"), and the Lenders party hereto.

RECITALS:

WHEREAS, the Borrower, the Guarantors, Lenders and Agent entered into that certain Term Loan and Security Agreement dated as of December 3, 2021, as amended by the First Amendment to Term Loan and Security Agreement dated as of February 3, 2022, the Second Amendment to Term Loan and Security Agreement dated as of July 28, 2022, the Third Amendment to Term Loan and Security Agreement dated as of January 9, 2023, the Fourth Amendment to Term Loan and Security Agreement dated as of October 3, 2023, the Fifth Amendment to Term Loan and Security Agreement dated as of October 15, 2024 and effective as of June 30, 2024, the Sixth Amendment and Waiver to Term Loan and Security Agreement, dated as of December 27, 2024, the Seventh Amendment to Term Loan and Security Agreement, dated as of August 8, 2025, the Eighth Amendment and Waiver to Term Loan and Security Agreement (the "Eighth Amendment"), dated as of September 8, 2025, and the Ninth Amendment and Waiver to Term Loan and Security Agreement (the "Ninth Amendment"), dated as of October 14, 2025 (the "Existing Loan Agreement"; the Existing Loan Agreement as may be further amended, supplemented, or otherwise modified from time to time, including by this Agreement, the "Loan Agreement");

WHEREAS, on August 8, 2025, Lafayette Square USA, Inc. ("Holder") converted and exchanged certain Obligations in an aggregate principal amount of \$25,000,000.00 for newly authorized shares of Series A Convertible Preferred Stock, par value \$0.001, of DDH Holdings (the "Series A Preferred Stock"), with an aggregate face amount (or "Conversion Value," as defined in the Certificate of Designation) of \$25,000,000.00; and on October 14, 2025, Holder converted and exchanged certain Obligations with an aggregate principal amount of \$10,000,000.00 for newly authorized shares of Series A Preferred Stock with an aggregate face amount (Conversion Value) of \$10,000,000.00;

WHEREAS, subject to the terms and conditions set forth in this Agreement, DDH Holdings desires to request Holder from time to time, and Holder desires, to convert and/or exchange, up to \$35,000,000 in aggregate face amount (Conversion Value) of Series A Preferred Stock held by Holder for shares of DDH Holdings' Class A Common Stock, par value \$0.001 per share (the "Class A Common Stock"), on the terms and conditions set forth herein (the "Preferred Equity Conversion");

WHEREAS, the Credit Parties have requested that Agent and Lenders agree to facilitate the Preferred Equity Conversion and amend the Existing Loan Agreement as set forth herein;

WHEREAS, Agent and Lenders are willing to agree to facilitate the Preferred Equity Conversion, and amend the Existing Loan Agreement, subject to the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Credit Parties, Agent, and the Lender party hereto hereby agree as follows:

1. **Same Terms.** The capitalized terms used in this Agreement and not defined herein shall have the same meanings as provided therefor in the Loan Agreement or the Certificate of Designation, as applicable, unless the context hereof otherwise requires or provides.

2. **Preferred Equity Conversion.**

(a) DDH Holdings and Holder agree that DDH Holdings shall have the ability to request that Holder convert shares of Series A Preferred Stock (such shares of Series A Preferred Stock to be converted, the "Conversion Securities") into shares of Class A Common Stock (for no other consideration) pursuant to the procedures set forth in Exhibit A hereto (each such conversion, a "Conversion" and such shares of Class A Common Stock, the "Underlying Shares" or "Securities"); *provided* that Holder may decline any such request to convert such shares of Series A Preferred Stock in its sole discretion. Notwithstanding anything to the contrary herein, Holder shall be required to decline a request to convert such shares of Series A Preferred Stock in the event that, after giving effect to such Conversion, Holder (together with Holder's Affiliates, and any Persons acting as a group together with Holder or any of Holder's Affiliates (such Persons, "Attribution Parties")) would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of the Series A Preferred Stock with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which are issuable upon (i) conversion of the remaining, unconverted Accumulated Conversion Value of Series A Preferred Stock beneficially owned by Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of DDH Holdings subject to a limitation on conversion or exercise analogous to the limitation contained herein (including, without limitation, the Series A Preferred Stock) beneficially owned by Holder or any of its affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this **Section 2**, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this **Section 2**, in determining the number of outstanding shares of Common Stock, Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) DDH Holdings' most recent periodic or annual report filed with the Securities and Exchange Commission (the "Commission"), as the case may be, (ii) a more recent public announcement by DDH Holdings or (iii) a more recent written notice by DDH Holdings or DDH Holdings' transfer agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request (which may be via email) of Holder, DDH Holdings shall within two (2) Business Days confirm orally and in writing to Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion, exchange or exercise of securities of DDH Holdings, including the Series A Preferred Stock, by Holder or its affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of Underlying Shares issuable upon the applicable Conversion. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this **Section 2** to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation.

(b) Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(c) DDH Holdings confirms that DDH Holdings has not received any additional consideration from Holder for the transactions contemplated by this Agreement. Pursuant to Rule 144 promulgated by the Commission pursuant to the Securities Act and the rules and regulations promulgated thereunder as such Rule 144 may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule 144, DDH Holdings hereby acknowledges and agrees that the holding period of the Underlying Shares “tacks” back to the original issue date of the applicable Obligations. To the fullest extent permitted by applicable law, DDH Holdings covenants that it shall not take a position contrary to this paragraph.

(d) DDH Holdings covenants that it shall use its reasonable best efforts to cause its internal or external counsel to provide, either concurrently with, or within one (1) Business Day after, the execution of this Agreement, a legal opinion addressed to Holder and the DDH Holdings’ transfer agent, substantially in the form attached as Exhibit B hereto (the “Opinion”), in order to facilitate the issuance of Underlying Shares without any restrictive legends or the removal of any such restrictive legends, as the case may be; *provided* that such opinion shall not be required to apply to Underlying Shares issuable upon the Conversion of Conversion Securities which were in turn issued upon the conversion of Obligations incurred on or after April 15, 2025 (the “Restricted Underlying Shares”). Holder and DDH Holdings acknowledge and agree that the Restricted Underlying Shares shall be issued with restrictive legends if any Restricted Underlying Shares are issued upon the Conversion of Conversion Securities occurring prior to the date that is six months after the issuance of the Obligations that were converted into the Conversion Securities relating to such Underlying Shares (the “Legend Removal Date”); *provided* that DDH Holdings shall use its reasonable best efforts to cause its internal or external counsel to provide an Opinion in order to facilitate the issuance of such Restricted Underlying Shares without restrictive legends or the removal of any such restrictive legends, as the case may be, within two (2) Business Days upon written request to DDH Holdings from Holder but in no event prior to the Legend Removal Date.

3. Securities Law Matters.

(a) In connection with the transactions contemplated by the Preferred Equity Conversion Holder hereby represents and warrants to DDH Holdings as of the date hereof and as of each Conversion that:

(i) Holder owns the Conversion Securities free and clear of any liens and other encumbrances.

(ii) Holder is an “accredited investor” as that term is defined in Rule 501(a) under Regulation D promulgated pursuant to the Securities Act of 1933, as amended (the “Securities Act”), and has such knowledge and experience in financial and business matters as to be able to protect its own interests in connection with an investment in the Securities. Holder further represents and warrants that (x) it is capable of evaluating the merits and risk of such investment, and (y) it has not been organized for the purpose of acquiring the Securities and is an “institutional account” as defined by FINRA Rule 4512(c). Holder understands and agrees that the issuance of the Securities has not been and will not be registered under the Securities Act or any applicable state securities laws and is being made or will be made in reliance upon federal and state exemptions, which may include exemptions for transactions not involving a public offering which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of Holder’s representations as expressed herein.

(ii) Holder is being issued the Securities solely for its own accounts and not for the account of others, and not with a view to the resale or distribution of any part thereof in violation of the Securities Act, and Holder has no present intention of selling, granting any participation in, or otherwise distributing the same in violation of the Securities Act. Notwithstanding the foregoing, if Holder is being issued the Securities as a fiduciary or agent for one or more investor accounts, Holder has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account. Holder has no present arrangement to sell the Securities to or through any person or entity. Holder understands that the Securities must be held indefinitely unless the Securities are resold pursuant to a registration statement under the Securities Act or an exemption from registration is available.

(iii) Holder acknowledges that it can bear the economic risk and complete loss of its investment in the Securities and has knowledge and experience in finance, securities, taxation, investments and other business matters as to be capable of evaluating the merits and risks of investments of the kind described herein and contemplated hereby, and Holder has had an opportunity to seek, and has sought, such accounting, legal, business and tax advice as has considered necessary to make an informed investment decision. Holder acknowledges that it is (i) a sophisticated investor, experienced in investing in private placements of equity securities and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities and (ii) has exercised independent judgment in evaluating its participation in the exchange for and purchase of the Securities, as applicable. Holder acknowledges that it is aware that there are substantial risks incident to the ownership of the Securities, including those set forth in the DDH Holdings' filings with the Securities and Exchange Commission (the "SEC"). Holder has analyzed and fully considered the risks of an investment in the Securities and determined that the Securities are a suitable investment for Holder.

(iii) Holder understands that nothing in this Agreement or any other materials presented by or on behalf of DDH Holdings to Holder in connection with the Preferred Equity Conversion constitutes legal, tax or investment advice. Holder has consulted such legal, tax and investment advisors as it, in Holder's sole discretion, has deemed necessary or appropriate in connection with the Preferred Equity Conversion.

(iv) Holder is not, and has not been during the consecutive three month period preceding the date hereof, a director, officer or "affiliate" of DDH Holdings within the meaning of Rule 144 promulgated under the Securities Act and will promptly notify DDH Holdings in writing if it believes it has become such an "affiliate" following the date hereof.

(b) In connection with the transactions contemplated by the Preferred Equity Conversion DDH Holdings hereby represents and warrants to Holder as of the date hereof and as of each Conversion that:

(i) The execution, delivery and performance of this Agreement by DDH Holdings and the consummation by DDH Holdings of the transactions contemplated hereby (including, without limitation, the issuance of the Underlying Shares) will not (i) result in a violation of the organizational documents of DDH Holdings or any of its Subsidiaries, (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or

cancellation of, any agreement, indenture or instrument to which DDH Holdings or any of its Subsidiaries is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including foreign, federal and state securities laws and regulations and the rules and regulations of The Nasdaq Stock Market (the "Principal Market") applicable to DDH Holdings or any of its Subsidiaries or by which any property or asset of DDH Holdings or any of its Subsidiaries is bound or affected except, in the case of clause (ii) or (iii) above, to the extent such violations that could not reasonably be expected to have a Material Adverse Effect.

(ii) Neither DDH Holdings nor any Subsidiary is required to obtain any consent from, authorization or order of, or make any filing or registration with, any court, governmental agency or any regulatory or self-regulatory agency or any other Person in order for it to execute, deliver or perform any of its respective obligations under or contemplated by this Agreement, in each case, in accordance with the terms hereof or thereof. All consents, authorizations, orders, filings and registrations which DDH Holdings or any Subsidiary is required to obtain pursuant to the preceding sentence have been obtained or effected on or prior to the date of this Agreement, and neither DDH Holdings nor any of its Subsidiaries is aware of any facts or circumstances which might prevent DDH Holdings or any of its Subsidiaries from obtaining or effecting any of the registration, application or filings contemplated by this Agreement. DDH Holdings is not in violation of the requirements of the Principal Market and has no knowledge of any facts or circumstances which could reasonably lead to delisting or suspension of the Class A Common Stock in the foreseeable future.

(iii) Assuming the accuracy of the representations and warranties of Holder contained herein, the offer and issuance by DDH Holdings of the Underlying Shares is, or shall be, exempt from registration under the Securities Act pursuant to Section 3(a)(9) and/or Section 4(a)(2) thereof and/or Regulation D promulgated thereunder. DDH Holdings covenants and represents to Holder that neither DDH Holdings nor any of its Subsidiaries has received, anticipates receiving, has any agreement to receive or has been given any promise to receive any consideration from Holder or any other Person in connection with the transactions contemplated by this Agreement.

(iv) The issuance of the Underlying Shares is duly authorized and upon issuance in accordance with the terms of this Agreement shall be validly issued, fully paid and non-assessable and free from all liens and other encumbrances with respect to the issue thereof.

(v) DDH Holdings is not, and has never been, an issuer identified in, or subject to, Rule 144(i) of the Securities Act.

4. **Fees and Expenses.** The Credit Parties agree to pay or reimburse Agent for all fees owing to Agent and all fees and expenses (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent in connection with the preparation, negotiation and execution of this Agreement and the related documents delivered on the Tenth Amendment Date (the "Tenth Amendment Fees and Expenses") in an amount equal to \$32,500. The Tenth Amendment Fees and Expenses shall be non-refundable when paid and shall be fully earned as of and due and payable on the Effective Date.

5. **Amendments to Existing Loan Agreement.**

(a) The Borrower, each Guarantor, Agent, and Lenders hereby agree that, upon the satisfaction or waiver of the conditions to effectiveness set forth in **Section 9**, the Loan Agreement shall be amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~ and ~~stricken text~~) and to add the double-underlined text (indicated textually in the same

manner as the following example: double-underlined text and double-underlined text as set forth in the Loan Agreement attached as Annex A hereto.

6. **Ratification.** Except as expressly provided herein, each Credit Party hereby (a) ratifies the Obligations and each of the Loan Agreement and the Other Documents to which it is a party, and agrees and acknowledges that the Loan Agreement and each of the Other Documents to which it is a party shall continue in full force and effect after giving effect to this Agreement; (b) ratifies and confirms that the security instruments executed by each Credit Party, as amended hereby, are not released, diminished, impaired, reduced, or otherwise adversely affected by the Loan Agreement and continue to secure the full payment and performance of the Obligations pursuant to their terms; (c) acknowledges the continuing existence and priority of the Liens granted, conveyed, and assigned to Agent for its benefit and for the ratable benefit of each Lender, under the security instruments; and (d) agrees that the Obligations include, without limitation, the Obligations (after giving effect to this Agreement). Except as expressly provided herein, nothing in this Agreement extinguishes, novates or releases any right, claim, Lien, security interest or entitlement of Agent or Lenders created by or contained in any of such documents nor is any Credit Party released from any covenant, warranty or obligation created by or contained therein.

7. **Representations and Warranties.** Each Credit Party hereby represents and warrants to Agent that; (a) this Agreement has been duly authorized, executed, and delivered by each Credit Party; (b) no action of, or filing with, any Governmental Body is required to authorize, or is otherwise required in connection with, the execution, delivery, and performance by each Credit Party of this Agreement; (c) the Loan Agreement and the Other Documents, as amended by this Agreement, are valid and binding upon each Credit Party and are enforceable against each such Credit Party, in accordance with their respective terms, except as limited by Debtor Relief Laws; (d) the execution, delivery, and performance by each Credit Party of this Agreement does not require the consent of any other Person, except for any consent that has been duly obtained, and do not and will not constitute a violation of any laws, agreements, or understandings to which each such Credit Party is a party or by which each such Credit Party is bound; (e) after giving effect to this Agreement, all representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respect as of such earlier date or (ii) the facts on which any of them were based have been changed by transactions contemplated or permitted by the Loan Agreement; and (f) after giving effect to this Agreement, no Default or Event of Default exists.

8. **Release.** In consideration of Agent and Lenders' agreements herein, each Credit Party hereby (a) releases, acquits and forever discharges Agent, each Lender and each of their respective agents, employees, officers, directors, partners, servants, representatives, attorneys, affiliates, successors and assigns (collectively, the "Released Parties") from any and all liabilities, claims, suits, debts, liens, losses, causes of action, demands, rights, damages, costs and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent (collectively, "Claims"), that such Credit Party may have or claim to have now against any Released Party or which might arise out of or be connected with any act of commission or omission of any Released Party existing or occurring on or prior to the date of this Agreement, including, without limitation, any claims, liabilities or obligations relating to or arising out of or in connection with the Advances, the Loan Agreement or the Other Documents (including, without limitation, arising out of or in connection with the initiation, negotiation, closing or administration of the loan transactions contemplated thereby or related thereto), from the beginning of time until the execution and delivery of this release and the effectiveness of this Agreement other than any Excluded Claims (the "Released Claims") and (b) agrees forever to refrain from commencing, instituting or prosecuting any lawsuit, action or other proceeding against the Released Parties with respect to any and all Released Claims. For purposes hereof, "Excluded Claims" means any Claims that a Credit Party may have or claim to have against any Released Party or which might arise out of or be connected with any act of commission or omission of any Released Party relating to the Series A Preferred Stock, the shares of stock issued or issuable upon conversion or exchange thereof, or the provisions of the Loan Agreement regarding the Series A Preferred Stock and the Preferred Equity Conversion, the Certificate of Designation or any other agreement, instrument, or document relating to the Series A Preferred Stock, or relating to any intentional breach, bad faith or gross negligence of any Released Party.

9. **Conditions to Effectiveness.** The transactions contemplated by this Agreement shall be deemed to be effective as of the Effective Date, when the following have been satisfied in a manner satisfactory to Agent:

- (a) Agreement. Agent receives a fully executed copy of this Agreement.
- (b) Exit Fee Obligation Side Letter. Agent receives a fully executed copy of the Exit Fee Obligation Side Letter dated as of the date hereof.
- (c) Fees and Expenses. Agent receives all fees payable to Agent and Lenders on or prior to the Effective Date, including under **Section 4** hereof;
- (d) Representations and Warranties. All representations and warranties set forth in this Agreement are true and correct in all material respects as set forth in **Section 7** above; and

10. **Counterparts.** For the convenience of the parties, this Agreement may be executed in multiple counterparts, each of which for all purposes shall be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, e-mail, facsimile transmission, electronic mail in “*portable document format*” (“*.pdf*”) form or other electronic means intended to preserve the original graphic and pictorial appearance of the item being sent shall be effective as a delivery of a manually executed counterpart of this Agreement.

11. **References to the Loan Agreement.** Upon the effectiveness of this Agreement, (a) each reference in the Loan Agreement to “*this Agreement*”, “*hereunder*”, “*hereof*”, “*herein*”, or words of like import shall mean and be a reference to the Loan Agreement after giving effect to the Agreement set forth herein, and (b) each reference to the Loan Agreement in any other document, instrument or agreement executed and/or delivered in connection with the Loan Agreement shall mean and be a reference to the Loan Agreement after giving effect to the Agreement set forth herein.

12. **Effect.** The Agreement is one of the Other Documents. The modifications set forth herein are limited precisely as written and shall not be deemed (a) to be a consent under or a waiver of or an amendment to any other term or condition in the Loan Agreement, or (b) to prejudice any right or rights which Agent or any Lender now has or may have in the future under or in connection with the Loan Agreement, as amended hereby, or any of the other documents referred to herein or therein.

13. **ENTIRE AGREEMENT.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT HEREOF. FURTHERMORE, IN THIS REGARD, THIS AGREEMENT, THE LOAN AGREEMENT AND THE OTHER DOCUMENTS REPRESENT, COLLECTIVELY, THE FINAL AGREEMENT AMONG THE PARTIES THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF SUCH PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG SUCH PARTIES.

14. **Governing Law.** This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, this Agreement is deemed executed effective as of the Effective Date.

BORROWER:

DIRECT DIGITAL HOLDINGS, LLC

By: /s/ KEITH SMITH
Name: Keith Smith
Title: President

GUARANTORS:

DIRECT DIGITAL HOLDINGS, INC.

By: /s/ KEITH SMITH
Name: Keith Smith
Title: President

COLOSSUS MEDIA, LLC

By: /s/ KEITH SMITH
Name: Keith Smith
Title: President

HUDDLED MASSES LLC

By: /s/ KEITH SMITH
Name: Keith Smith
Title: President

ORANGE142, LLC

By: /s/ KEITH SMITH
Name: Keith Smith
Title: President

AGENT:

LAFAYETTE SQUARE LOAN SERVICING, LLC

By: /s/ PHILIP DANIELE

Name: Philip Daniele

Title: Chief Risk Officer

Signature Page to
Tenth Amendment to Term Loan and Security Agreement

LENDER:

LAFAYETTE SQUARE USA, INC., as a Lender and as sole Holder of shares of Series A Preferred Stock, solely with respect to Sections 2 and 3

By: /s/ PHILIP DANIELE
Name: Philip Daniele
Title: Chief Risk Officer

Address for Notices:

Signature Page to
Tenth Amendment to Term Loan and Security Agreement

EXHIBIT A

These are the procedures for the conversion from time to time of shares (the “Conversion Securities”) of Series A Convertible Preferred Stock, par value \$0.001 (“Series A Preferred Stock”), of Direct Digital Holdings, Inc., a Delaware corporation (the “Company”), held by Lafayette Square USA, Inc., a Delaware corporation (“Holder”), at the Conversion Ratio (as defined below), for no additional consideration, for shares of the Company’s Class A Common Stock, par value \$0.001 per share (the “Class A Common Stock”). Each such conversion is referred to herein as a “Conversion” and the shares of Class A Common Stock issuable upon each Conversion are referred to herein as “Underlying Shares”. Each such Conversion may only occur in accordance with Section 2 of the Agreement, to which this Exhibit A is attached, with prior written notice provided to Holder (each such notice, a “Notice”) in a form similar to conversion calculations set forth in Annex A to the Amended and Restated Certificate of Designation of Series A Preferred Stock filed with the Delaware Secretary of State on October 14, 2025 (the “Certificate of Designation”); *provided* that Holder may decline any such request to effect the Conversion in its sole discretion upon prompt written response within five (5) Business Days of receipt of such Notice to such Notice given to the Company.

For purposes hereof, “Conversion Ratio” means, for each share of Series A Preferred Stock that is a Conversion Security, the quotient of (1) the Accumulated Conversion Value (as defined in the Certificate of Designation) attributable to such share of Series A Preferred Stock that is a Conversion Security, divided by, (2) the volume-weighted average price of the Class A Common Stock for the 20-trading day trailing period immediately preceding the delivery of the Notice, rounded down to the nearest whole share.

Cancellation of Conversion Securities and Issuance of Underlying Shares:

On or prior to the sixth (6th) Business Day after the delivery of the Notice, the Company shall cancel (or if the Company has engaged a transfer agent for the Series A Preferred Stock, instruct the Company’s transfer agent to cancel) the number of Conversion Securities held by the Holder as set forth in the Notice and issue a corresponding number of Underlying Shares to Holder without restrictive legends.

Transfer of Underlying Shares:

Once the Underlying Shares are issued, the Company shall then instruct the Company’s transfer agent for the Class A Common Stock to transfer such Underlying Shares electronically via the DRS Profile System to Holder’s account at Cantor Fitzgerald & Co., DTC participant #0696, or to such other account as may be mutually agreed by the Company and Holder. Each of Mark D. Walker, Keith W. Smith and Diana P. Diaz, as authorized officers of the Company and designees of Holder solely for such purpose, shall exercise sole authorization with respect to effecting sales only of the Underlying Shares once transferred pursuant to the preceding sentence. Upon the sale of such Underlying Shares, which the parties shall make reasonable best efforts to effectuate within three (3) Business Days following the consummation of the applicable Conversion, the proceeds of which shall be placed in an account designated by Holder until further instruction from Holder.



October 28, 2025

Lafayette Square Loan Servicing, LLC
Lafayette Square USA, Inc.
PO Box 25250
PMB 13941
Miami, Florida 33102-5250
Attention: Susan Golden

Re: Tenth Amendment Exit Fee – Second Amended and Restated Side Letter

Ladies and Gentlemen:

Reference is made to (i) that certain Term Loan and Security Agreement dated as of December 3, 2021, as amended from time to time, including, as previously amended pursuant to that certain Seventh Amendment dated as of August 8, 2025 (the “Seventh Amendment”) and that certain Ninth Amendment and Waiver dated as of October 14, 2025 (the “Ninth Amendment”), and as most recently amended pursuant to that certain Tenth Amendment dated as of October 22, 2025 (the “Tenth Amendment”), and such Term Loan and Security Agreement, as so amended from time to time, the “Loan and Security Agreement”), by and among Direct Digital Holdings, LLC, a Texas limited liability company (“Borrower”), Direct Digital Holdings, Inc., a Delaware corporation (“DDH Holdings”), Colossus Media, LLC, a Delaware limited liability company (“Colossus”), Huddled Masses LLC, a Delaware limited liability company (“HM”), Orange142, LLC, a Delaware limited liability company (“Orange” and together with DDH Holdings, Colossus, and HM, “Guarantors” and each individually a “Guarantor” and together with the Borrower, collectively, the “Credit Parties”, and each a “Credit Party”), the lenders from time to time party thereto (the “Lenders”) and Lafayette Square Loan Servicing, LLC, as agent for the Lenders (the “Agent”) and (ii) that certain Amended and Restated Certificate of Designation of Series A Convertible Preferred Stock, as filed with the Secretary of State of the State of Delaware on October 15, 2025 (the “Certificate of Designation”). Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Loan and Security Agreement as of the date hereof or the Certificate of Designation, as applicable.

In consideration of the agreement by Agent and the Lenders to enter into the Tenth Amendment and the transactions contemplated therein, and the conversion and exchange of Term Loans and other Obligations pursuant to the Seventh Amendment and the Ninth Amendment in a principal amount equal to \$35,000,000.00 for Series A Preferred Stock issued to Lafayette Square USA,

Inc. ("Lafayette Square") pursuant to the Certificate of Designation, the Credit Parties agree to pay to the Agent for the benefit of Lafayette Square, an exit fee (the "Exit Fee") in an amount equal to the Exit Fee Amount (defined below), which is fully earned on the date hereof and shall be due and payable at the time none of the Series A Preferred Stock issued to Lafayette Square are outstanding; provided, that if the Credit Parties redeem in full the Series A Preferred Stock outstanding on the date hereof at the Series A Liquidation Amount on or prior to December 31, 2026, the Credit Parties shall not have an obligation to pay the Exit Fee and no Exit Fee shall be due and payable hereunder. "Exit Fee Amount" shall mean an amount equal to \$35,000,000 *less* the Redeemed Amount (defined below) *less* the Converted Amount (defined below) *less* the Exchanged Amount (defined below). "Redeemed Amount" shall mean an amount equal to, on a cumulative basis, the Corporation Redemption Price received by Lafayette Square pursuant to Section 8 of the Certificate of Designation (including, the Corporation Redemption Price paid to Lafayette Square at the time that all of the Series A Preferred Stock is redeemed). "Converted Amount" shall mean an amount equal to, on a cumulative basis, the aggregate Conversion Value (as defined in the Certificate of Designation) of the shares of Series A Preferred Stock converted voluntarily by Lafayette Square to Conversion Shares pursuant to Section 6 of the Certificate of Designation (and, for the avoidance of doubt, not in connection with any Preferred Equity Conversion (as defined in the Tenth Amendment)). "Exchanged Amount" shall mean an amount equal to the net cash proceeds deposited into Lafayette Square's brokerage account held at Cantor Fitzgerald & Co. ("Cantor"), or other mutually agreed account pursuant to "Exhibit A - Transfer of Underlying Shares" of the Tenth Amendment, pursuant to the Preferred Equity Conversion and sale of such Underlying Shares (as defined in the Tenth Amendment), less any other fees paid to Cantor in connection therewith or any other fees, costs, and expenses paid by Agent or Lafayette Square in connection with such sale (other than, for the sake of clarity, any such fees, costs and expenses which are otherwise addressed pursuant to the fees and expenses reimbursement provisions set forth in the Tenth Amendment and the Loan and Security Agreement).

Without limiting the foregoing, the Exit Fee shall not be refundable under any circumstances. The Exit Fee shall be paid in immediately available funds and shall not be subject to reduction by way of setoff or counterclaim. In addition, payment of the Exit Fee shall be made without deduction for any taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any national, state or provincial taxing authority, in each case except as required by Applicable Law.

Each Credit Party hereby (a) agrees that each Credit Party's obligation to pay the Exit Fee constitutes an "Exit Fee Obligation" as defined under the Loan and Security Agreement and is a secured Obligation under the Loan and Security Agreement and the Other Documents; (b) ratifies and confirms that the security instruments executed by each Credit Party to secure the full payment and performance of the Obligations (including the Exit Fee Obligation) pursuant to their terms; and (c) acknowledges the continuing existence and priority of the Liens granted, conveyed, and assigned to Agent for its benefit and for the ratable benefit of each Lender, under the security instruments after giving effect to this letter agreement.

Each Credit Party shall take all action that may be necessary or that Agent may request, so as at all times to maintain the validity, perfection, enforceability and priority of Agent's security interest in and Lien on the Collateral or to enable Agent to protect, exercise or enforce its rights hereunder and in the Collateral. Each Credit Party hereby authorizes Agent to file against such Credit Party, one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code in form and substance satisfactory to Agent (which statements may have a description of collateral which is broader than that set forth herein, including without limitation a description of Collateral as "all assets" and/or "all personal property" of any Credit Party). The Credit Parties agree that at any time and from time to time, at the expense of the Credit Parties, the Credit Parties will promptly execute and deliver all further instruments and documents, and take all further action that may be necessary or desirable, or that Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted to secure the Obligations (including the Exit Fee Obligation) or to enable Agent to exercise and enforce its rights and remedies hereunder.

Each Credit Party agrees that failure to pay the Exit Fee, as and when due and payable as set forth herein, shall constitute an Event of Default under the Loan and Security Agreement. Following the occurrence and during the continuance of a default under this letter agreement relating to the failure of the Credit Parties to pay the Exit Fee, as and when due and payable, Agent may exercise any and all rights and remedies provided for under the Loan and Security Agreement and Other Documents and may assert all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, and each Credit Party shall cooperate with all of Agent's reasonable efforts to preserve the Collateral and will take such actions to preserve the Collateral as Agent may reasonably direct.

The obligations of the Credit Parties under this letter agreement shall survive termination of the Loan and Security Agreement and the Other Documents and payment in full of the Obligations (other than the Exit Fee Obligation). Notwithstanding any of the terms contained herein, the Credit Parties, Agent and the Lenders agree that this letter agreement shall automatically terminate on the Release Date. For purposes hereof, "Release Date" means the payment in full of the Exit Fee in accordance with the terms of this letter agreement.

Except as expressly set forth herein, this letter agreement shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of any party under, the Loan and Security Agreement, nor alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan and Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

This letter agreement amends, restates and supersedes in its entirety, and replaces that certain side letter regarding exit fee between the parties dated October 14, 2025. This letter agreement shall in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

Please confirm that the foregoing is our mutual agreement and understanding by signing and returning to us an executed counterpart of this letter.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Very truly yours,

DIRECT DIGITAL HOLDINGS, LLC

By: /s/ KEITH SMITH
Name: Keith Smith
Title: President

DIRECT DIGITAL HOLDINGS, INC.

By: /s/ KEITH SMITH
Name: Keith Smith
Title: President

COLOSSUS MEDIA, LLC

By: /s/ KEITH SMITH
Name: Keith Smith
Title: President

HUDDLED MASSES LLC

By: /s/ KEITH SMITH
Name: Keith Smith
Title: President

ORANGE142, LLC

By: /s/ KEITH SMITH
Name: Keith Smith
Title: President

AGREED AND ACCEPTED this 22 day of October, 2025:

LAFAYETTE SQUARE LOAN SERVICING, LLC

By: /s/ PHILIP DANIELE
Name: Philip Daniele
Title: Chief Risk Officer

LAFAYETTE SQUARE USA, INC.

By: /s/ PHILIP DANIELE
Name: Philip Daniele
Title: Chief Risk Officer

[Signature Page to Second Amended and Restated Side Letter re Exit Fee]