
**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 1, 2026

Marchex, Inc.

(Exact name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction
of incorporation)

000-50658
(Commission File Number)

35-2194038
(I.R.S. Employer
Identification No.)

1448 NW Market St, Suite 500,
Seattle, WA
(Address of principal executive offices)

98107
(Zip Code)

Registrant's Telephone Number, Including Area Code: (206) 331-3300

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 (see General Instruction A.2. below):

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class B Common Stock	MCHX	The Nasdaq Global Select Market

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

The information regarding the Notes (as defined below) set forth in Item 2.01 of this Current Report is incorporated by reference into this Item 1.01.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On July 1, 2026 (the “Closing Date”), Marchex, Inc. (the “Company” or “Marchex”) consummated the previously-announced acquisition (the “Transaction”) of 100% of the outstanding shares of capital stock of Archenia, Inc. (“Archenia”) from its stockholders (the “Sellers”), which include Russell C. Horowitz, our Chairman, Michael Arends, our Vice Chairman, and another accredited investor, pursuant to that certain Stock Purchase Agreement, dated May 8, 2026 (the “Stock Purchase Agreement”), by and among the Company and the Sellers. The Stock Purchase Agreement was previously filed as an annex to the Company’s Definitive Proxy Statement filed with the U.S. Securities and Exchange Commission (the “SEC”) on June 5, 2026 (the “Proxy Statement”).

In acquiring 100% of the outstanding shares of capital stock of Archenia, the Company indirectly acquired all of the assets that support Archenia’s business. Archenia is a performance-based marketing technology company focused on customer qualification and acquisition. Archenia transforms consumer intent into AI-verified, outcome-based results by leveraging AI, natural-language analytics, and automated decisioning to identify and deliver high-intent consumer interactions to advertisers.

As consideration for the Transaction and pursuant to the Stock Purchase Agreement, on the Closing Date the Company issued an aggregate of \$10 million in convertible promissory notes issued to the Sellers (collectively, the “Notes”). The Notes bear interest at 6% and are payable in three equal tranches on the 12-, 18- and 24-month anniversaries of the Closing Date. Principal and interest under the Notes are convertible in whole or in part into shares of Marchex’s Class B common stock at \$1.80 per share. The Notes also include customary events of default, including failure to pay amounts when due and certain bankruptcy or insolvency events. Upon an event of default, the outstanding principal and unpaid accrued interest may become immediately due and payable.

As additional consideration for the Transaction and pursuant to the Stock Purchase Agreement, for each of the first and second 12-month periods following the Closing Date, to the extent (1) Archenia’s revenue or Adjusted EBITDA exceed such amounts for the 12-month period prior to the Closing Date, and (2) Archenia achieves certain specified integration or customer retention targets, Marchex will issue to the Sellers an aggregate of 2 million shares of its Class B common stock for each such period.

The description of the Notes, the Stock Purchase Agreement and the transactions contemplated thereby do not purport to be complete and are qualified in their entirety by reference to the full text of the Notes and the Stock Purchase Agreement, which are filed as exhibits hereto and incorporated by reference herein.

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

The information regarding the direct financial obligations created by the Notes set forth in Item 2.01 of this Current Report is incorporated by reference into this Item 2.03.

Item 3.02 Unregistered Sale of Equity Securities.

The information regarding the sale of the Notes to the Sellers set forth in Item 2.01 of this Current Report is incorporated by reference into this Item 3.02.

Item 5.07 Submission of Matters to a Vote of Security Holders.***Special Meeting of Stockholders***

On July 1, 2026, Marchex held a special meeting (the “Special Meeting”) of stockholders at which the following proposals were submitted: (1) the approval of the proposal to approve the Transaction, the Stock Purchase Agreement and the Related Agreements as described in the Proxy Statement (the “Stock Purchase Proposal”), and (2) the approval of the adjournment or postponement of the Special Meeting to a later date, if necessary or appropriate, to allow for the solicitation of additional proxies in favor of the Stock Purchase Proposal (the “Adjournment Proposal”).

The final results for each of the matters submitted to a vote of stockholders at the Special Meeting, as certified by Computershare, the inspector of elections for the Special Meeting, are as follows:

Class A & Class B Votes

For

Against

Abstain

Non-Votes

Proposal 1 - Stock Purchase Proposal	151,454,493	25,074	306	0
Proposal 2 - Adjournment Proposal	151,316,417	163,150	306	0

Disinterested Class A & Class B Votes	For	Against	Abstain	Non-Votes
Proposal 1 – Stock Purchase Proposal	32,537,021	25,074	306	0
Proposal 2 - Adjournment Proposal	32,398,945	163,150	306	0

The Stock Purchase Proposal required the approval of (a) a majority of the voting power of all issued and outstanding Class A common stock and Class B common stock entitled to vote at the Special Meeting (treated as a single class) (the “Simple Majority Vote”) and (b) a majority of the voting power of all issued and outstanding Class A common stock and Class B common stock entitled to vote at the Special Meeting (treated as a single class), disregarding stock owned by Russell C. Horowitz and Michael Arends (the “Majority of the Minority Vote”), in each case as of the close of business on the record date and present or represented by proxy at the Special Meeting. The Stock Purchase Proposal was approved by approximately 99.9% under the Simple Majority Vote and approximately 99.9% under the Majority of the Minority Vote.

Item 9.01 Financial Statements and Exhibits.

(a) Financial statements of businesses acquired.

Audited financial statements of Archenia and its subsidiary as of and for the year ended December 31, 2025, as set forth in Exhibit 99.1 to this Current Report, are included as an exhibit to this Current Report and incorporated by reference into this Item 9.01.

Unaudited financial statements of Archenia and its subsidiary as of and for the quarterly period ended March 31, 2026, as set forth in Exhibit 99.2 to this Current Report, are included as an exhibit to this Current Report and incorporated by reference into this Item 9.01.

(b) Pro forma financial information.

Unaudited pro forma financial information of the Company in connection with the Transaction, as set forth in Exhibit 99.3 to this Current Report, is included as an exhibit to this Current Report and incorporated by reference into this Item 9.01

(d) Exhibits.

The following exhibits are filed herewith or incorporated by reference:

Exhibit No.	Description
2.1*	Stock Purchase Agreement, dated May 8, 2026, between the Company and the Sellers (incorporated by reference to Annex A of the Proxy Statement, as filed with the SEC on June 5, 2026).
4.1	Form of Convertible Promissory Note.
99.1*	Audited Financial Statements of Archenia, Inc. and Subsidiary (incorporated by reference to the section titled “Audited Financial Statements of Archenia, Inc. and Subsidiary” beginning on page F-7 of the Proxy Statement, as filed with the SEC on June 5, 2026).
99.2*	Unaudited Financial Statements of Archenia, Inc. and Subsidiary (incorporated by reference to the section titled “Unaudited Financial Statements of Archenia, Inc. and Subsidiary” beginning on page F-23 of the Proxy Statement, as filed with the SEC on June 5, 2026).
99.3*	Unaudited Pro Forma Condensed Financial Information of the Company (incorporated by reference to the section titled “Unaudited Pro Forma Condensed Financial Information” beginning on page F-2 of the Proxy Statement, as filed with the SEC on June 5, 2026).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Previously filed

Pursuant to the requirements of the Securities Exchange Act of 1934, Marchex has duly caused this Current Report to be signed on its behalf by the undersigned hereunto duly authorized.

MARCHEX, INC.

Date: July 1, 2026

By: _____ /s/ FRANCIS J. FEENEY
Name: Francis J. Feeney
Title: **Corporate Secretary**

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATES IN THE UNITED STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

CONVERTIBLE PROMISSORY NOTE

Date of Note: [●]

Principal Amount of Note: USD\$[●]

For value received, Marchex, Inc., a Delaware corporation (the "**Company**"), promises to pay to [STOCKHOLDER] (the "**Holder**") the principal amount set forth above with simple interest on the outstanding principal amount at the rate of 6% per annum. Interest will commence on the date of issuance (the "**Issue Date**") of this convertible promissory note (this "**Note**") and will continue on the outstanding principal amount until paid in full or converted. Interest will be computed on the basis of a year of 360 days for the actual number of days elapsed.

1. BASIC TERMS.

(a) **Payments.** All payments of interest and principal will be in lawful money of the United States of America.

(b) **Prepayment.** The Company may not prepay this Note prior to each Maturity Date without the consent of the Holder.

2. **DEFINITIONS.** In addition to the terms defined above, the following terms used in this Note shall be construed to have the meanings set forth or referenced below.

(a) "**Board**" means the Board of Directors of the Company.

(b) "**Closing**" means the definition as set forth in that Stock Purchase Agreement, by and among the Stockholders of Archenia, Inc. and Marchex, Inc., dated as of May 8, 2026.

(c) "**Class B Common Stock**" means the Company's Class B common stock, par value USD\$0.01 per share.

(d) "**Note Balance**" means, at any time, the outstanding principal amount and all accrued but unpaid interest on this Note.

(e) "**Person**" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(f) "**Securities Act**" shall mean the Securities Act of 1933, as amended.

3. MATURITY.

(a) The principal amount of the Note shall be due and payable in three equal (3) tranches, as follows (each a "**Maturity Date**"): _____

- (i) The first Maturity Date is the date that is twelve (12) months following the Closing Date.
- (ii) The second Maturity Date is the date that is eighteen (18) months following the Closing Date.
- (iii) The third Maturity Date is the date that is twenty-four (24) months following the Closing Date.

(b) All interest that accrues under this Note shall be due and payable along with the portion of the principal amount due on each Maturity Date.

4. CONVERSION AND REPAYMENT.

(a) **Optional Conversion.** At any time prior to the Note Balance being fully paid, upon the written request of Holder, the Note Balance shall be converted, in whole or in part, into shares of the Company's Class B Common Stock at a conversion price equal to \$1.80 per share.

(b) **Procedure for Conversion.** In connection with any conversion of this Note into Class B Common Stock, the Holder will deliver to the Company any documentation reasonably required by the Company.

5. **REPRESENTATIONS AND WARRANTIES OF THE COMPANY.** The Company hereby represents and warrants to the Holder as of the Issue Date (except to the extent that a representation or warranty states that it is accurate only as of an earlier date) as follows (for purposes of these representations and warranties, the term "Company" shall include any subsidiaries of the Company, unless otherwise noted herein):

(a) **Organization, Good Standing, Corporate Power and Qualification.** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted and as presently proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a Material Adverse Effect. For the purposes of this Section 4, "**Material Adverse Effect**" means a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property or results of operations of the Company.

(b) **Authorization.** All corporate action required to be taken by the Board and the Company stockholders in order to authorize the Company to issue this Note has been taken. All action on the part of the officers of the Company necessary for the execution and delivery of this Note and the performance of all obligations of the Company hereunder to be performed in connection with the issuance of this Note has been taken. This Note, when executed and delivered by the Company, shall constitute a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(c) **Valid Issuance.** This Note and any shares of the Company's Class B Common Stock issuable upon conversion of this Note (the "**Conversion Shares**" and, together with this Note, the "**Securities**"), when issued and delivered in accordance with the terms and for the consideration set forth herein, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than

restrictions on transfer under the Company's organizational documents, this Note, applicable state and federal securities laws and liens or encumbrances created by or imposed by the Holder. Assuming the accuracy of the representations of the Holder in Section 6 below and subject to certain filings pursuant to federal and state securities laws that may be filed after the Issue Date, if applicable, this Note and the Conversion Shares will be issued in compliance with all applicable federal and state securities laws.

(d) **Governmental Consents and Filings.** Assuming the accuracy of the representations made by the Holder in Section 6 below, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the issuance of this Note, except for filings pursuant to applicable federal and state securities laws, which have been made or the Company will cause to be made in a timely manner.

(e) **Compliance with Other Instruments.** The Company is not in violation or default (i) of any provisions of its certificate of incorporation or bylaws, (ii) of any instrument, judgment, order, settlement, writ or decree, (iii) under any note, indenture or mortgage in any material respects, (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound, the violation of which would have a Material Adverse Effect, or (v) of any provision of federal or state statute, rule or regulation applicable to the Company, the violation of which would have a Material Adverse Effect. The execution, delivery and performance of this Note, and the consummation of the transactions contemplated hereby, will not result in any such violation or be in conflict with or constitute, with or without the passage of time or giving of notice, either (A) a default under any such provision, instrument, judgment, order, writ, decree, contract or agreement; or (B) an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company.

(f) **Corporate Documents.** The certificate of incorporation and bylaws of the Company as of the Issue Date are in the form made available to the Holder.

6. **REPRESENTATIONS AND WARRANTIES OF THE HOLDER.** The Holder hereby represents and warrants to the Company as of the Issue Date:

(a) **Authorization.** The Holder has full power and authority to enter into and purchase this Note. This Note, when executed and delivered by the Holder, will constitute valid and legally binding obligations of the Holder, enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(b) **Purchase Entirely for Own Account.** This Note is entered into with the Holder in reliance upon the Holder's representation to the Company, which by the Holder's execution of this Note, the Holder hereby confirms, that the Securities will be acquired for investment for the Holder's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Holder has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Note, the Holder further represents that the Holder does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the Securities. The Holder has not been formed for the specific purpose of acquiring the Securities.

(c) **Disclosure of Information.** Without lessening or obviating the representations and warranties of the Company set forth in Section 5, the Holder hereby: (i) acknowledges that it has received all the information it has requested from the Company and it considers necessary or appropriate

for deciding whether to acquire the Securities, (ii) represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities and to obtain any additional information necessary to verify the accuracy of the information given the Holder and (iii) further represents that it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risk of this investment.

(d) **Restricted Securities.** The Holder understands that the Securities have not been registered under the Act, by reason of a specific exemption from the registration provisions of the Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Holder's representations as expressed herein. The Holder understands that the Securities are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Holder must hold the Securities indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Holder acknowledges that the Company has no obligation to register or qualify the Securities, except as provided in the Stock Purchase Agreement. The Holder further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and on requirements relating to the Company which are outside of the Holder's control, and which the Company is under no obligation and may not be able to satisfy.

(e) **No Public Market.** The Holder understands that no public market now exists for the Note, and that the Company has made no assurances that a public market will ever exist for the Note.

(f) **Legends.** The Holder understands that the Securities and any securities issued in respect of or exchange for the Securities, may be notated with one or all of the following legends: (i) the legend set forth at the top of the Note, and (ii) any legend required by the securities laws of any state to the extent such laws are applicable to the Securities so legended.

(g) **Accredited Investor.** The Holder is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

(h) **No General Solicitation.** Neither the Holder, nor any of its officers, directors, employees or agents, nor any of its stockholders on its behalf, has either directly or indirectly, including through a broker or finder, (i) engaged in any general solicitation, or (ii) published any advertisement in connection with the offer and sale of the Securities.

(i) **Speculative Investment.** The Holder is aware that the Holder's investment in the Company is speculative and involves a high degree of risk of loss arising from, among other things, substantial market, operational, competitive and other risks, and, having made the Holder's own evaluation of the risks associated with this investment, the Holder is aware of, and the Holder has been advised that the Holder must bear, the economic risks of a purchase of the Securities indefinitely. The Holder has such knowledge and experience in financial and business matters that the Holder is capable of protecting the Holder's own interests in connection with the purchase of the Securities and evaluating the merits and risks of the Holder's investment in the Company. The Holder has been provided, to the Holder's satisfaction, with the opportunity to ask questions concerning the terms and conditions of the offering of the Securities, has had all such questions answered to the Holder's satisfaction, and has had access to, and been supplied with, all additional information deemed necessary by the Holder to verify the accuracy of such information. The Holder can bear the economic risk of the purchase of the Securities and of the loss of the entire amount of the investment. The Holder is familiar with the type of investment that the Securities constitute and recognizes that an investment in the Company involves substantial risks, including risk of loss of the entire amount of such investment. The Holder has had the opportunity to review the proposed investment in the

Company with the Holder's own independent advisors. The Holder acknowledges that it may not be possible to liquidate the Holder's investment at all.

(j) **Residence.** The office or offices of the Holder in which its principal place of business is located is identified in the address or addresses of the Holder set forth in Section 8(j) below.

7. EVENTS OF DEFAULT.

(a) If any Event of Default (as defined below) occurs, at the option and upon the declaration of the Holder and upon written notice to the Company (which declaration and notice will not be required in the case of an Event of Default under subsection (ii), (iii), (iv), or (viii) below, and the result which would otherwise occur only upon declaration and notice by the Holder to the Company as specified above shall occur automatically, without the giving of any such declaration and notice), this Note will accelerate and all principal and unpaid accrued interest will become immediately due and payable. The occurrence of any one or more of the following will constitute an "**Event of Default**":

(i) The Company fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any unpaid accrued interest or other amounts due under this Note on the date the same becomes due and payable; or

(ii) The Company files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect (collectively, "**Bankruptcy Laws**"), or makes any assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due or takes any corporate action in furtherance of any of the foregoing; or

(iii) An involuntary petition is filed against the Company (unless such petition is dismissed or discharged within 60 days) under any Bankruptcy Laws now or hereafter in effect, or a custodian, receiver, trustee or assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Company.

8. MISCELLANEOUS PROVISIONS.

(a) **Waivers.** The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

(b) **Further Assurances.** From time to time, the parties will execute and deliver such additional documents and will provide such additional information as may reasonably be required to carry out the terms of this Note and any agreements executed in connection herewith.

(c) **Limitation on Interest.** In no event will any interest charged, collected or reserved under this Note exceed the maximum rate then permitted by applicable law, and if any payment made by the Company under this Note exceeds such maximum rate, then such excess sum will be credited by the Holder as a payment of principal.

(d) **Officers and Directors not Liable.** In no event will any officer or director of the Company be liable for any amounts due and payable pursuant to this Note.

(e) **Amendment.** Any term of this Note may be amended, terminated or waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Holder. Any amendment or waiver effected in accordance with this Section 8(e) shall be binding upon the Holder and each future holder of the Securities and the Company.

(f) **Governing Law.** This Note shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

(g) **Binding Agreement.** The terms and conditions of this Note will inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Note, expressed or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Note, except as expressly provided in this Note.

(h) **Counterparts; Manner of Delivery.** This Note may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(i) **Titles and Subtitles.** The titles and subtitles used in this Note are used for convenience only and are not to be considered in construing or interpreting this Note.

(j) **Notices.** All notices and other communications given or made pursuant to this Note shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. Unless subsequently modified by written notice given in accordance with this Section 8(j), notice shall be given to the Company at Marchex, Inc., 1448 NW Market St., Suite 500, Seattle, WA 98107 (with a copy (which copy shall not constitute notice) to DLA Piper LLP (US), 701 Fifth Avenue, Suite 6900, Seattle, WA 98104, Attn: Andrew Ledbetter (andrew.ledbetter@us.dlapiper.com)), and notice shall be given to the Holder at the address provided on Holder's signature page hereto.

(k) **Attorneys' Fees.** If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Note, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

(l) **Severability.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

(m) **Delays or Omissions.** No delay or omission to exercise any right, power or remedy accruing to either party under this Note, upon any breach or default of such other party under this Note, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Note, or any waiver on the part of any party of any provisions or conditions of this Note, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Note or by law or otherwise afforded to any party, shall be cumulative and not alternative.

(n) **Entire Agreement.** This Note constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof, and no party will be liable or bound to any other party in any manner with regard to such subjects by any representations, warranties, covenants and agreements except as specifically set forth herein and therein.

[Signature page follows.]

The parties have executed this Convertible Promissory Note as of the date first noted above.

COMPANY:

MARCHEX, INC.

By:

Name:

Title:

*The Company's Bank Information is attached hereto as Attachment 1.

HOLDER:

[STOCKHOLDER]

By:

Name:

Title:

Address: _____

Email: _____

ATTACHMENT 1

BANK INFORMATION

(Separately attached.)

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