

(3)

Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

(4)

Proposed maximum aggregate value of transaction:

(5)

Total fee paid:

Fee paid previously with preliminary materials.

Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1)

Amount Previously Paid:

(2)

Form, Schedule or Registration Statement No.:

(3)

Filing Party:

(4)

Date Filed:

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October 19, 2017

BUSINESS COMBINATION PROPOSED — YOUR VOTE IS VERY IMPORTANT

Dear Stockholder of Spark Networks, Inc.:

On or about October 5, 2017, Spark Networks, Inc. (“Spark”) mailed to you a proxy statement/prospectus relating to a special meeting of the stockholders of Spark scheduled to be held on November 2, 2017, to consider and vote on the proposal to adopt the Agreement and Plan of Merger, dated as of May 2, 2017, by and among Spark, Affinitas GmbH (“Affinitas”), Spark Networks SE (f/k/a Blitz 17-655 SE) (“New Spark”), and Chardonnay Merger Sub, Inc., a wholly-owned subsidiary of New Spark (“Merger Sub”), as it may be amended from time to time (the “Merger Agreement”), pursuant to which the parties agreed to combine the businesses of Spark and Affinitas under a holding company, New Spark, organized under the laws of Germany.

On October 17, 2017, we filed a post-effective amendment to the Registration Statement on Form F-4, that was previously declared effective by the Securities and Exchange Commission on September 29, 2017, to primarily update the following sections of the proxy statement/prospectus to include Affinitas’s financial statements for the six months ended June 30, 2017 and June 30, 2016: (i) Selected Historical Financial Data of Affinitas, (ii) Selected Unaudited Pro Forma Condensed Combined Financial Data, (iii) Unaudited Pro Forma Condensed Combined Financial Information, and (iv) Affinitas’s Management’s Discussion and Analysis of Financial Condition and Results of Operations. We urge all Spark stockholders to read the revised proxy statement/prospectus, including the Annexes, carefully and in their entirety. In particular, we urge you to read carefully “Risk Factors” beginning on page 30 of the proxy statement/prospectus.

If the transaction is completed under the terms of the Merger Agreement, you will become entitled to receive, for each share of Spark common stock (“Spark Share”) owned by you, a number of American depositary shares (“New Spark ADSs”) equal to the Adjustment Ratio (as defined below), with each New Spark ADS representing 0.1 ordinary shares of New Spark. The “Adjustment Ratio” means 0.1, unless prior to the time at which the Merger becomes effective, the warrant to purchase Spark Shares held by PEAK6 Investments, L.P. (“PEAK6”) is exercised in whole or in part, in which case the “Adjustment Ratio” means 0.1 multiplied by a fraction, (a) the numerator of which is (x) the number of Spark Shares plus the number of Spark restricted stock units (“Spark RSUs”) outstanding as of the effective time of the Merger (the “Post-Warrant Exercise Share Number”) minus the (y) aggregate number of Spark Shares issued in connection with the exercise of the warrant, and (b) the denominator of which is the Post-Warrant Exercise Share Number. The warrant gives PEAK6 the ability to acquire up to 7,500,000 Spark Shares at an exercise price of \$1.74 per share.

The special meeting will be held on November 2, 2017, at 9:00 a.m. local time, at 11150 Santa Monica Blvd., Suite 600, Los Angeles, California 90025. The record date for stockholders entitled to vote at this special meeting remains October 2, 2017.

Your vote is very important, regardless of the number of Spark Shares you own. To ensure your representation at the special meeting, please take time to vote by following the instructions contained in this proxy statement/prospectus and on your proxy card. Please vote promptly whether or not you expect to attend the special meeting. Submitting a proxy now will not prevent you from being able to vote in person at the special meeting.

Spark’s board of directors recommends that Spark stockholders vote “FOR” the proposal to adopt the Merger Agreement. If you have any questions regarding the proxy statement/prospectus, you may contact Spark at (888) 522-6176.

Brad Goldberg

Chairman of the Board

Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities to be issued under this proxy statement/prospectus or determined if this proxy statement/prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this amended proxy statement/prospectus is October 19, 2017, and it is first being mailed or otherwise delivered to Spark stockholders on or about October 20, 2017.

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NOTICE OF SPECIAL MEETING OF
STOCKHOLDERS TO BE HELD ON November 2, 2017

NOTICE IS HEREBY GIVEN that a special meeting of stockholders (the “Special Meeting”) of Spark Networks, Inc. (“Spark”) will be held on November 2, 2017, at 9:00 a.m. local time, at 11150 Santa Monica Blvd., Suite 600, Los Angeles, California 90025, to consider and vote upon the following matters:

1. a proposal to adopt the Agreement and Plan of Merger, dated as of May 2, 2017, as it may be amended from time to time, by and among Spark, Affinitas GmbH, Spark Networks SE (f/k/a Blitz 17-655 SE), and Chardonnay Merger Sub, Inc. (the “Merger Agreement” and such proposal, the “Merger Agreement Proposal”); and
2. a proposal for adjournment of the Special Meeting, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the Special Meeting to adopt the Merger Agreement (the “Adjournment Proposal”).

These proposals and the Special Meeting are described in further detail in the accompanying amended proxy statement/prospectus (the “proxy statement/prospectus”), which you should read carefully and in its entirety before you vote. A copy of the Merger Agreement is attached as Annex A to the accompanying proxy statement/prospectus. The record date for the Special Meeting has been set as October 2, 2017. Only Spark stockholders of record as of the close of business on such record date are entitled to notice of, and to vote at, the Special Meeting or any adjournments and postponements thereof.

Approval of the Merger Agreement Proposal requires the affirmative vote of the holders of at least a majority of the outstanding shares of Spark common stock entitled to vote thereon. Approval of the Adjournment Proposal requires the affirmative vote of the holders of a majority of shares of Spark common stock present in person or represented by proxy and entitled to vote thereon, whether or not a quorum is present.

SPARK’S BOARD OF DIRECTORS ADOPTED AND APPROVED THE MERGER AGREEMENT, THE MERGER AND THE OTHER TRANSACTIONS CONTEMPLATED THEREBY, AND DETERMINED THAT THE MERGER AGREEMENT, THE MERGER AND THE OTHER TRANSACTIONS CONTEMPLATED THEREBY ARE ADVISABLE, FAIR TO AND IN THE BEST INTERESTS OF SPARK AND ITS STOCKHOLDERS. SPARK’S BOARD OF DIRECTORS RECOMMENDS THAT SPARK COMMON STOCKHOLDERS VOTE “FOR” THE MERGER AGREEMENT PROPOSAL AND “FOR” THE ADJOURNMENT PROPOSAL.

YOUR VOTE IS VERY IMPORTANT, REGARDLESS OF THE NUMBER OF SHARES OF SPARK COMMON STOCK THAT YOU OWN. THE MERGER CANNOT BE COMPLETED UNLESS SPARK’S STOCKHOLDERS ADOPT THE MERGER AGREEMENT.

Even if you plan to attend the Special Meeting in person, Spark requests that you complete, sign, date and return, as promptly as possible, the enclosed proxy card in the accompanying prepaid reply envelope or submit your proxy by telephone or Internet prior to the Special Meeting to ensure that your shares of Spark common stock will be represented at the Special Meeting if you are unable to attend. If you hold your shares in “street name” through a bank, brokerage firm or other nominee, you should follow the procedures provided by your bank, brokerage firm or other nominee to vote your shares. If you fail to submit a proxy or to attend the Special Meeting in person or do not provide your bank, brokerage firm or other nominee

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with instructions as to how to vote your shares, as applicable, your shares of Spark common stock will not be counted for purposes of determining whether a quorum is present at the Special Meeting and will have the same effect as a vote "AGAINST" the approval of the Merger Agreement Proposal.

If you have any questions regarding the accompanying proxy statement/prospectus, you may contact Spark, by calling toll-free at (888) 522-6176.

By order of the Board of Directors,

/s/ Robert W. O'Hare

Chief Financial Officer & Corporate Secretary

Dated: October 4, 2017

Los Angeles, California

* * * * *

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ADDITIONAL INFORMATION

The accompanying proxy statement/prospectus incorporates important business and financial information about Spark Networks SE (f/k/a Blitz 17-655 SE), a European stock corporation with corporate seat in Germany (“New Spark”), Affinitas GmbH, a German limited company (“Affinitas”) and Spark from other documents that have not been included in or delivered with this proxy statement/ prospectus. This information is available to you without charge upon your request. You may obtain a copy of the registration statement of which this proxy statement/prospectus forms a part (the “Registration Statement”), including the documents filed as exhibits to such Registration Statement, by requesting it in writing or by telephone from the appropriate company at the following addresses:

Spark Networks SE
c/o Affinitas GmbH
Kohlfurter Straße 41/43
Berlin 10999
Germany
Attn: Herbert Sablotny
Tel: (+49) 30 868 000 102

Affinitas GmbH
Kohlfurter Straße 41/43
Berlin 10999
Germany
Attn: Herbert Sablotny
Tel: (+49) 30 868 000 102

Spark
Networks,
Inc.
11150 Santa
Monica
Blvd.,
Suite 600
Los
Angeles,
California
Attn: Robert
O’Hare
Tel: (310)
893-0550

To obtain timely delivery of the documents in advance of the Special Meeting, you must request the information no later than October 26, 2017 (which is five business days prior to the date of the Special Meeting).

For more information, see the section entitled “Where You Can Find More Information.”

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ABOUT THIS PROXY STATEMENT/PROSPECTUS

This amended proxy statement/prospectus (the “proxy statement/prospectus”), which forms part of a Registration Statement on Form F-4 filed by Spark Networks SE (f/k/a Blitz 17-655 SE) (“New Spark”) with the U.S. Securities and Exchange Commission (the “SEC”), constitutes a prospectus of New Spark, under Section 5 of the Securities Act of 1933, as amended (the “Securities Act”), with respect to the ordinary shares of New Spark (the “New Spark Ordinary Shares”) underlying the American depositary shares (“New Spark ADSs”) to be issued in exchange for shares of common stock of Spark (“Spark Shares”) in connection with the Business Combination (as defined elsewhere herein). This proxy statement/ prospectus also constitutes a proxy statement for Spark under Section 14(a) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and a notice of meeting with respect to the Special Meeting of holders of Spark Shares (“Spark Stockholders”) to consider and vote upon the proposal to adopt the Merger Agreement and other matters described herein.

The Bank of New York Mellon, as the depository that will deliver the New Spark ADSs, has filed a separate registration statement on Form F-6 relating to the New Spark ADSs.

You should rely only on the information contained in this proxy statement/prospectus. No one has been authorized to provide you with information that is different from that contained in this proxy statement/prospectus. This proxy statement/prospectus is dated October 19, 2017, and you should assume that the information contained in this proxy statement/prospectus is accurate only as of such date. Neither the mailing of this proxy statement/prospectus to Spark Stockholders nor the issuance by New Spark of New Spark Ordinary Shares will create any implication to the contrary.

This proxy statement/prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, any securities, or the solicitation of a proxy, in any jurisdiction in which or from any person to whom it is unlawful to make any such offer or solicitation in such jurisdiction. Information contained in this proxy statement/prospectus regarding Spark has been provided by Spark, information contained in this proxy statement/prospectus regarding New Spark has been provided by New Spark, and information contained in this proxy statement/prospectus regarding Affinitas GmbH, a German limited company (“Affinitas”), has been provided by Affinitas.

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QUESTIONS AND ANSWERS ABOUT THE BUSINESS COMBINATION
AND THE SPECIAL MEETING

The following are some questions that you, as a Spark Stockholder, may have and the answers to those questions. These questions and answers may not address all the questions that may be important to you. You are urged to read carefully the remainder of this proxy statement/prospectus because the information in this section does not provide all the information that may be important to you with respect to the Business Combination. Additional important information is contained in the remainder of this proxy statement/prospectus, the annexes to this proxy statement/prospectus and the documents referred to in this proxy statement/prospectus.

Q:

What is the Business Combination?

A:

On May 2, 2017, Spark entered into the Merger Agreement with Affinitas, New Spark and Chardonnay Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of New Spark (“Merger Sub”), pursuant to which the parties agreed to combine the businesses of Spark and Affinitas under a holding company, New Spark, organized under the laws of Germany. A copy of the Merger Agreement is attached as Annex A to this proxy statement/prospectus. The proposed Business Combination will be effected pursuant to the Merger Agreement in three principal transaction steps:

- Each stockholder of Affinitas will purchase such stockholder’s pro rata share of the 120,000 ordinary shares of New Spark (“New Spark Ordinary Shares”) currently owned by Affinitas for a total purchase price among all Affinitas stockholders of €132,000 (the “Affinitas Share Transfer”).
- Following the Affinitas Share Transfer, New Spark will acquire all of the Affinitas ordinary shares (“Affinitas Shares”) from the Affinitas stockholders in exchange for (i) New Spark Ordinary Shares (and/or American depositary shares (“ADSs”) representing the New Spark Ordinary Shares (“New Spark ADSs”), with each New Spark ADS representing 0.1 New Spark Ordinary Shares) and (ii) a claim for a payment by New Spark to the respective stockholders of Affinitas of up to €5,730,000 in the aggregate, after which (x) Affinitas will be a wholly owned subsidiary of New Spark and (y) the former Affinitas stockholders will own all of the outstanding New Spark Ordinary Shares (the “Affinitas Share Exchange”).
- Immediately after the Affinitas Share Exchange, Merger Sub will merge with and into Spark, with Spark surviving as a wholly-owned subsidiary of New Spark (the “Merger”). In the Merger, each outstanding Spark Share will be converted into the right to receive an amount of New Spark ADSs equal to the Adjustment Ratio (as defined below).

The “Adjustment Ratio” means 0.1, unless there is an exercise, in whole or in part, prior to the time at which the Merger becomes effective (the “Effective Time”) of the warrant (the “Spark Warrant”) to purchase Spark Shares pursuant to that certain Warrant Agreement, dated as of August 9, 2016, by and between Spark and PEAK6 Investments, L.P. (“PEAK6”), in which case the “Adjustment Ratio” means 0.1 multiplied by a fraction, (a) the numerator of which is (x) the number of Spark Shares plus the number of Spark restricted stock units (“Spark RSUs”) outstanding as of the Effective Time (the “Post-Warrant Exercise Share Number”) minus the (y) aggregate number of Spark Shares issued in connection with the exercise of the Spark Warrant, and (b) the denominator of which is the Post-Warrant Exercise Share Number. The Spark Warrant gives PEAK6 the ability to acquire up to 7,500,000 Spark Shares at an exercise price of \$1.74 per share.

After the consummation of the Business Combination, Spark Stockholders will hold ADSs in New Spark, which will be a “foreign private issuer.” As a “foreign private issuer,” New Spark will be permitted to comply with the disclosure and corporate governance rules applicable to foreign private issuers, which differ in some respects from the disclosure and corporate governance rules applicable to a domestic company. See “Risk Factors — Risks Relating to an Investment in New Spark — As a ‘foreign private issuer’ under the rules and regulations of the SEC, New Spark is permitted to, and will, file less information with the SEC than a U.S. issuer.” New Spark intends to comply with NYSE American, LLC (“NYSE American”) requirements applicable to U.S. issuers. However, in the future, it may choose to follow home country corporate governance practices in lieu of NYSE American

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requirements, in which case it will be required to disclose any significant ways in which its corporate governance practices differ from those followed by U.S. domestic companies under NYSE American rules in its annual report on Form 20-F filed with the SEC or on its website.

The Affinitas Share Transfer, the Affinitas Share Exchange, the Merger and the other transactions contemplated by the Merger Agreement and related documents are referred to collectively as the “Business Combination.”

Q:
What is this document?

A:
This is a proxy statement/prospectus filed by Spark and New Spark. This is a proxy statement because it will be used by the Spark board of directors (“Spark Board”) to solicit proxies for the Special Meeting at which Spark Stockholders will be asked to vote on the proposal to adopt the Merger Agreement, among other matters. This is a prospectus because it will be used by New Spark to offer New Spark Ordinary Shares (which will be represented by New Spark ADSs) to Spark Stockholders in exchange for their Spark Shares upon completion of the Merger.

This document contains important information about the Merger Agreement and Merger, the Affinitas Share Transfer, the Affinitas Share Exchange, the business, results of operations and financial condition of each of Spark and Affinitas, the New Spark Ordinary Shares and the New Spark ADSs to be issued in the Merger, certain risk factors related to the Business Combination and each of Spark, Affinitas and New Spark, and other important matters. All recipients are urged to read this proxy statement/prospectus, including the Annexes, carefully and in their entirety. In particular, you are urged to read carefully “Risk Factors.”

Q:
Why did I receive this proxy statement/prospectus and proxy card?

A:
You are receiving this proxy statement/prospectus and proxy card because you are a Spark Stockholder as of the close of business on the record date, which is October 2, 2017 (the “record date”), and, as such, you are entitled to vote at the Special Meeting of Spark Stockholders at which Spark Stockholders will be asked to approve the Merger Agreement Proposal.

Spark Stockholders also are being asked to approve the Adjournment Proposal.

Q:
What will happen to Spark as a result of the Business Combination?

A:
If the Business Combination is completed, Merger Sub will merge with and into Spark and Spark, the surviving entity, will become a wholly owned subsidiary of New Spark.

Q:
What will Spark Stockholders receive in the Merger?

A:
At the completion of the Merger, subject to the terms and conditions of the Merger Agreement, each outstanding Spark Share will be converted into the right to receive a number of New Spark ADSs equal to the Adjustment Ratio

(as defined below), with each New Spark ADS representing 0.1 New Spark Ordinary Shares.

The “Adjustment Ratio” means 0.1, unless the Spark Warrant is exercised in whole or in part, at any time prior to the Effective Time, in which case the “Adjustment Ratio” means 0.1 multiplied by a fraction, (a) the numerator of which is (x) the Post-Warrant Exercise Share Number minus the (y) aggregate number of Spark Shares issued in connection with the exercise of the Spark Warrant, and (b) the denominator of which is the Post-Warrant Exercise Share Number.

Assuming the Spark Warrant is exercised in full in cash prior to the Effective Time, the outstanding number of shares of Spark common stock would be increased by 7,500,000 and the Adjustment Ratio would consequently decrease to 0.081.

Based on the above and assuming the Spark Warrant is not exercised, a Spark Stockholder holding 1,000 shares of Spark common stock at the Effective Time, would receive 100 New Spark ADSs, representing 10 shares of New Spark. If the Spark Warrant is exercised in full in cash prior to the Effective Time, a Spark Stockholder holding 1,000 shares of Spark common stock at the Effective Time would receive 81 New Spark ADSs, representing 8.1 shares of New Spark.

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New Spark will not deliver any fractional New Spark ADSs in the Business Combination. Instead, a holder of Spark Shares who otherwise would have received a fraction of a New Spark ADS will receive an amount in cash (without interest and subject to applicable withholding taxes) equal to such holder's proportionate interest in the sum of (i) the net proceeds from the sale or sales by the Exchange Agent, DTC, or DTC participants of any fractional New Spark ADSs and (ii) the aggregate dividends or other distributions that are payable with respect to such securities. See "Proposal One — Adoption of the Agreement and Plan of Merger — Terms of the Merger — Merger Consideration."

Q:

What is an American Depositary Share?

A:

An American Depositary Share is an ownership interest in the securities of a non-U.S. company deposited at a custodian bank. Each New Spark ADS will represent the right to receive one-tenth of a New Spark Ordinary Share. For a description of the New Spark ADSs, see "Comparison of Rights of Stockholders of Spark and Stockholders of New Spark" and "Description of the New Spark American Depositary Shares."

Q:

What will holders of Affinitas Shares receive in the Business Combination?

A:

In the Affinitas Share Transfer, Affinitas stockholders will acquire all of the 120,000 New Spark Ordinary Shares currently owned by Affinitas. To the extent that Affinitas stockholders receive New Spark ADSs instead of directly acquiring the 120,000 New Spark Ordinary Shares, each such ADS will represent 0.1 New Spark Ordinary Shares and 1,200,000 New Spark ADSs will be received by the Affinitas stockholders in the Affinitas Share Transfer. Following the Affinitas Share Transfer, New Spark will acquire all of the Affinitas Shares from the Affinitas stockholders in the Affinitas Share Exchange in exchange for (i) New Spark Ordinary Shares (and/or New Spark ADSs) and (ii) a claim for a payment by New Spark to the respective stockholders of Affinitas of up to €5,730,000 in the aggregate, after which (x) Affinitas will be a wholly owned subsidiary of New Spark and (y) the former Affinitas stockholders will own all of the outstanding New Spark Ordinary Shares. It is expected that the former Affinitas stockholders will be issued approximately 849,861 New Spark Ordinary Shares. To the extent that Affinitas stockholders are issued New Spark ADSs in the Affinitas Share Exchange, each such ADS will represent 0.1 New Spark Ordinary Shares and 8,498,610 New Spark ADSs will be issued to the former Affinitas stockholders in the Affinitas Share Exchange.

Q:

After consummation of the Business Combination, what are the expected ownership percentages of the Spark Stockholders, on the one hand, and the Affinitas stockholders, on the other hand?

A:

Based on the number of New Spark Ordinary Shares to be issued in the Business Combination (including New Spark Ordinary Shares represented by New Spark ADSs), New Spark estimates that the former Affinitas stockholders and the former Spark Stockholders will own approximately 75% and 25%, respectively, of New Spark, on a fully diluted basis, upon closing of the Business Combination.

Q:

What is the purpose of the Lock-up Agreements?

A:

Concurrently and in connection with the execution of the Merger Agreement, PEAK6 and each Affinitas stockholder entered into lock-up agreements with Affinitas and New Spark (the "Lock-Up Agreements"). The Lock-up Agreements are intended to minimize downward pressure on the price of the New Spark ADSs following the Business Combination. Pursuant to the Lock-up Agreements, the applicable security holder may not offer, sell, transfer, pledge

or otherwise dispose of, or enter into any swap or other arrangement to transfer the New Spark Ordinary Shares and/or New Spark ADSs covered by the applicable Lock-up Agreement for six months following the date on which the Merger is consummated (the “Closing Date”). The Lock-up Agreements also cover any additional New Spark Ordinary Shares and/or New Spark ADSs acquired by any such security holder during the lock-up period.

In addition, Lloyd I. Miller, III and entities affiliated with Mr. Miller that collectively beneficially own approximately 17.5% of the outstanding Spark Shares executed a lock up agreement on substantially similar terms in August 2017.

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The Lock-up Agreements will cover all of the New Spark ADSs that PEAK6, Mr. Miller and Mr. Miller's affiliates will receive in the Merger and approximately 16% of New Spark Ordinary Shares (or New Spark ADSs) that will be held by each Affinitas stockholder at the Effective Time. The locked-up percentage for Affinitas stockholders equals the approximate aggregate percentage of Spark shares currently held by PEAK6.

Q:
When is the Business Combination expected to be completed?

A:
The Business Combination is currently expected to be completed in the fourth quarter of 2017; however, the exact timing of completion cannot be predicted. The Business Combination cannot be completed without first receiving the approval of Spark Stockholders as described in this proxy statement/prospectus. In addition to obtaining Spark Stockholder approval, other closing conditions must be satisfied, including approval for listing on the NYSE American of the New Spark ADSs to be issued in connection with the Business Combination and consummation of the Affinitas Share Transfer and Affinitas Share Exchange. For a description of the other closing conditions, see “The Agreement and Plan of Merger — Conditions to the Merger.”

Q:
When and where is the Special Meeting being held?

A:
The Special Meeting will be held at 11150 Santa Monica Blvd., Suite 600, Los Angeles, California 90025 on November 2, 2017 at 9:00 a.m. local time.

Q:
Who can vote?

A:
Holders of record of Spark Shares as of the close of business on the record date are entitled to vote at the Special Meeting. Beneficial owners as of the record date whose Spark Shares are held in an account at a brokerage firm or bank will receive instructions from their broker or bank describing how to vote their shares.

Q:
What is the quorum requirement for the Special Meeting?

A:
The presence, in person or represented by proxy, at the Special Meeting of holders of a majority of the aggregate voting power of the issued and outstanding Spark Shares entitled to vote at the Special Meeting will constitute a quorum. All Spark Shares that are present in person or represented by proxy, including abstentions and broker non-votes, will be treated as present for purposes of determining the presence or absence of a quorum for all matters voted on at the Special Meeting.

Q:
What vote is required to approve each proposal at the Special Meeting?

A:
Approval of the Merger Agreement Proposal requires the affirmative vote of a majority of the outstanding Spark Shares entitled to vote thereon. Approval of the Adjournment Proposal requires the affirmative vote of the holders of a majority of Spark Shares present in person or represented by proxy and entitled to vote thereon, whether or not a

quorum is present.

Q:

How can I vote?

A:

After carefully reading and considering the information contained in this proxy statement/prospectus, Spark Stockholders are requested to submit a proxy by mail or attend the Special Meeting and vote in person "FOR" the Merger Agreement Proposal. If you choose to submit a proxy by mail, you should complete, sign, date and promptly return the enclosed proxy card. The proxy card will instruct the persons named on the proxy card to vote the Spark Stockholder's Spark Shares at the Special Meeting as such Spark Stockholder directs. If a Spark Stockholder signs and sends in a proxy card and does not indicate how such Spark Stockholder wishes to vote, the proxy will be voted "FOR" the Merger Agreement Proposal and "FOR" the Adjournment Proposal.

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Q:

Can I attend the Special Meeting? What do I need for admission?

A:

You are entitled to attend the Special Meeting if you were a shareholder of record or a beneficial owner of Spark Shares as of the close of business on October 2, 2017, the record date, or you hold a valid legal proxy for the Special Meeting. If you were a shareholder of record, your name will be verified against the list of shareholders of record prior to your being admitted to the Special Meeting. If you are a beneficial owner, you will need to provide proof of beneficial ownership on the record date in order to be admitted to the Special Meeting, such as a brokerage account statement showing that you owned Spark Shares as of the record date, a voting instruction form provided by your bank, broker or other nominee, or other similar evidence of ownership as of the record date, including a valid legal proxy from your bank, broker or other nominee. You should also be prepared to present photo identification for admission. If you do not provide photo identification or comply with the other procedures outlined above upon request, you may not be admitted to the Special Meeting.

Q:

If my Spark Shares are held in “street name” by my bank, broker or other nominee, will my bank, broker or other nominee vote my shares for me?

A:

Only if you instruct your bank, brokerage firm or other nominee how to vote your Spark Shares. If you do not instruct your bank, brokerage firm or other nominee, they will not be able to vote your shares. Please check with your bank, brokerage firm or other nominee and follow the voting procedures they provide.

If your broker, bank or other nominee does not receive voting instructions from you, they will not have the authority to vote your shares. Under such circumstance, a “broker non-vote” would arise. Broker non-votes, if any, will not be considered present at the Special Meeting for purposes of determining whether a quorum is present at the Special Meeting, will have the same effect as a vote “AGAINST” the Merger Agreement Proposal and will have no effect on the Adjournment Proposal. Thus, for shares of common stock held in “street name,” only shares of common stock affirmatively voted “FOR” the Merger Agreement Proposal will be counted as a vote in favor of such proposal.

Q:

How do I vote?

A:

Holders of record and beneficial holders of Spark Shares may vote in person at the Special Meeting or submit a proxy by the Internet, telephone or mail as follows:

	For registered holders: (Shares are registered in your name with Spark’s transfer agent, Computershare, Inc.)	For beneficial holders: (Shares are held in a brokerage account or on your behalf by a bank or other holder of record)
Electronically via the Internet:	www.proxyvote.com*	www.proxyvote.com**
By telephone:	1-800-690-6903*	1-800-690-6903**
By mail:	Use the enclosed proxy card	Use the voting instruction form provided by your broker

Voting deadline: 11:59 p.m. Eastern Time, on November 1, 2017 Refer to the directions received from your broker

*

You will need your control number that appears on the right hand side of your proxy card, voting direction card or voting instruction form.

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If your broker does not use the ProxyVote service, refer to the instructions received from your broker for how to vote.

Q:

What does it mean if I get more than one proxy card with this proxy statement/prospectus with respect to the Special Meeting?

A:

It means you have multiple accounts at the transfer agent and/or with brokers. Please sign and return all proxy cards or vote all your shares online or by telephone to ensure that all your shares are voted.

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Q:
What are the material U.S. federal income tax consequences of the Merger and other aspects of the Business Combination to Spark Stockholders?

A:
Spark Stockholders generally should not recognize gain or loss for U.S. federal income tax purposes upon the exchange of Spark Shares for New Spark ADSs, except with respect to any cash received in lieu of a fractional New Spark ADS.

It is important to note that the U.S. federal income tax consequences described above may not apply to certain Spark Stockholders, including certain holders specifically referred to under “Proposal One — Adoption of the Agreement and Plan of Merger — Material U.S. Federal Income Tax Consequences of the Business Combination to U.S. Holders.” Your tax consequences will depend on your individual situation. Accordingly, you are strongly urged to consult your tax advisor for a full understanding of the tax consequences of the Business Combination in your particular circumstances, as well as any tax consequences that may arise from the laws of any other taxing jurisdiction.

Q:
What are the material German federal income tax consequences of the Merger and other aspects of the Business Combination to U.S. holders of Spark Shares?

A:
The tax consequences to you of the Business Combination under German federal income tax regulations will depend on your individual situation. Please see “Proposal One — Adoption of the Agreement and Plan of Merger — Material German Income Tax Considerations.” You are strongly urged to consult your tax advisor for a full understanding of the tax consequences of the Business Combination in your particular circumstances, as well as any tax consequences that may arise from the laws of any other taxing jurisdiction.

Q:
What happens if I submit my proxy or voting instruction card without indicating how to vote?

A:
If you sign and return your proxy or voting instruction card without indicating how to vote on any particular proposal, your Spark Shares represented by your proxy will be voted as recommended by the Spark Board with respect to that proposal.

Q:
What happens if I abstain from voting or do not vote at all?

A:
For purposes of the Special Meeting, an abstention occurs when a Spark Stockholder attends the Special Meeting in person and does not vote or returns a proxy with an “abstain” vote. If you respond with an “abstain” vote on any of the proposals to be considered at the Special Meeting, your proxy will have the same effect as a vote cast “AGAINST” the Merger Agreement Proposal and the Adjournment Proposal.

If you fail to vote or fail to instruct your bank, brokerage firm or other nominee how to vote on the proposals to be considered at the Special Meeting, it will have the same effect as a vote cast “AGAINST” the approval of the Merger Agreement Proposal and will have no effect on the Adjournment Proposal.

Q:

How does the Spark Board recommend that I vote on the two proposals?

A:

The Spark Board recommends that Spark Stockholders vote “FOR” the Merger Agreement Proposal and “FOR” the Adjournment Proposal.

Q:

Does the Spark Board recommend the adoption of the Merger Agreement?

A:

Yes. The Spark Board recommends that Spark Stockholders vote “FOR” the Merger Agreement Proposal. The Spark Board has determined that the Business Combination and the transactions it contemplates are advisable to, fair to and in the best interests of Spark and its stockholders. For a more complete discussion of why the Spark Board is recommending approval of the Merger Agreement, see “Proposal One — Adoption of the Agreement and Plan of Merger — Spark’s Reasons for the Business Combination; Board Recommendation of the Spark Board of Directors.”

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Q:

Are there any Spark Stockholders who have already committed to vote in favor of the Merger?

A:

Yes. Certain Spark Stockholders entered into a Voting Agreement, dated May 2, 2017, with New Spark, Affinitas and Merger Sub (the “Voting Agreement”), whereby they agreed to vote (i) in favor of the Merger and (ii) against any action that would materially impair the Business Combination. Furthermore, each Spark Stockholder party to the Voting Agreement agreed not to transfer Spark Shares prior to the Effective Time, subject to certain limited exceptions. The Voting Agreement will remain in effect until the earlier of the Effective Time or the termination of the Merger Agreement. See “Agreements Entered into in Connection with the Merger Agreement — Voting Agreement” for additional information. Spark Stockholders representing approximately 33.97% of the Spark Shares outstanding as of May 2, 2017, the date the Merger Agreement was signed, have agreed to vote their shares in favor of the transaction.

Q:

May I change my vote after I have submitted a proxy?

A:

Yes. If you have not voted through your bank, brokerage firm or other nominee, there are four ways you can change your vote after you have submitted your proxy (whether by mail, telephone or the Internet):

- by sending a notice of revocation to Spark Networks, Inc., Attn: Corporate Secretary, 11150 Santa Monica Blvd., Suite 600, Los Angeles, California 90025 stating that you would like to revoke your proxy;
- by logging onto the Internet website specified on your proxy card in the same manner you would to submit your proxy electronically or by calling the telephone number specified on your proxy card, in each case if you are eligible to do so and following the instructions on the proxy card;
- by sending a completed proxy card bearing a later date than your original proxy card; or
- by attending the Special Meeting and voting in person.

If you choose either of the first two methods, you must take the described action no later than the beginning of the Special Meeting. If you choose to send a completed proxy card bearing a later date than your original proxy card, the new proxy card must be received before the beginning of the Special Meeting.

If you have instructed a bank, brokerage firm or other nominee to vote your Spark Shares, you must follow the directions you receive from your bank, brokerage firm or other nominee in order to change or revoke your vote.

Q:

What happens if I sell my shares before the Special Meeting?

A:

The record date of the Special Meeting is earlier than the Special Meeting and the date that the Merger is expected to be completed. If you transfer your Spark Shares after the record date but before the Special Meeting, you will retain

your right to vote at the Special Meeting but will have transferred the right to receive any consideration in the Merger. In order to receive any consideration in the Merger, you must hold your shares through the Effective Time.

Q:

Should I send in my stock certificates now?

A:

No. After the Merger is completed, you will receive a transmittal form with instructions for the surrender of your Spark Share certificates. **PLEASE DO NOT SEND IN YOUR STOCK CERTIFICATES WITH YOUR PROXY.**

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Q:

Who can help answer my questions?

A:

If you have any questions about the Business Combination or if you need additional copies of this proxy statement/prospectus or the enclosed proxy, you should contact Robert O. Hare, the Chief Financial Officer of Spark, at (888) 522-6176.

You also are urged to consult your own legal, tax and/or financial advisors with respect to any aspect of the Business Combination, the Merger or other matters discussed in this proxy statement/ prospectus.

Q:

Are Spark Stockholders entitled to appraisal rights?

A:

No. Under applicable Delaware law, Spark Stockholders are not entitled to appraisal rights in connection with the Merger.

Q:

If the Business Combination is completed, will my New Spark ADSs be “listed” for trading?

A:

Yes. New Spark has applied to have the ADSs listed on the NYSE American and the New Spark ADSs are expected to be approved for listing on the NYSE American, under the trading symbol “LOV.” This listing is a condition of the Merger.

Q:

What will I receive as a holder of Spark equity awards if the Merger is completed?

A:

If the Merger is completed, upon the consummation of the Merger, Spark equity awards that are outstanding as of immediately prior to the Effective Time will be treated as follows:

- immediately prior to the Effective Time, each Spark RSU will be accelerated as to vesting and payment (if required) and converted into one Spark Share;
- at the Effective Time, all outstanding awards of Spark restricted stock (“Spark Restricted Stock Awards”) that are unvested will be exchanged for restricted New Spark Ordinary Shares and/or New Spark ADSs with vesting terms identical to the Spark Restricted Stock Awards; and
- at the Effective Time, all options to purchase Spark Shares (“Spark Stock Options”) outstanding immediately prior to the Effective Time will be exchanged for awards to acquire (on the same terms and conditions as were applicable under the Spark Stock Options, taking into account the transactions contemplated by the Merger Agreement or in any stock option plans or any award or other agreement), from a trust to be formed by Spark prior to the Effective Time, a number of New Spark ADSs equal to (w) the number of Spark Shares subject to such Spark Stock Option multiplied by (x) the Adjustment Ratio (the result rounded down to the nearest whole New Spark ADS), with an exercise price

per share (rounded up to the nearest whole cent) equal to (y) the per share exercise price specified in such Spark Stock Option, divided by (z) the Adjustment Ratio (with the result rounded up to the nearest whole cent).

For more information, see the section entitled “The Agreement and Plan of Merger — Treatment of Spark Equity Awards.”

Q:

What happens if the Merger is not completed?

A:

If the Merger is not completed, holders of Spark Shares will not receive any consideration for their Spark Shares in connection with the Merger. Instead, Spark will remain an independent public company and its common stock will continue to be listed and traded on the NYSE American.

Q:

What do I need to do now?

A:

After carefully reading and considering the information contained in this proxy statement/prospectus, please vote your shares as soon as possible so that your shares will be represented at the Special Meeting. Please follow the instructions set forth on the proxy card or if your shares are held in the name of your broker, bank or other nominee, on the voting instruction provided by the record holder.

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SUMMARY

This summary discusses the material terms of the Business Combination, which is described in greater detail elsewhere in this proxy statement/prospectus. You should carefully read this entire document and the other documents to which this document refers you. See “Where You Can Find More Information.”

Information about the Companies

New Spark

New Spark is organized as a European stock corporation (Societas Europaea, SE) under the laws of Germany. It was entered into the German commercial register on April 5, 2017, and was acquired by Affinitas on April 12, 2017, for the purpose of becoming the ultimate holding company of Spark and Affinitas following the completion of the Business Combination. On August 29, 2017, New Spark changed its name from Blitz 17-655 SE to Spark Networks SE. To date, New Spark has not conducted any activities other than those incidental to its formation and the implementation of the Business Combination, including the execution and performance of the Merger Agreement, Support Agreement and other agreements contemplated therein, and the filings and other actions required to be made or taken under applicable laws, including the U.S. securities laws, the laws of Germany and the European Union and the laws of the State of Delaware. New Spark’s registered address is c/o Affinitas, Kohlfurter Straße 41/43, Berlin 10999, Germany and its telephone number at that address is (+49) 30 868 000 102.

Following the Business Combination, Spark and Affinitas will be wholly owned subsidiaries of New Spark. Based on the number of New Spark Ordinary Shares and/or New Spark ADSs to be issued in the Merger, the Affinitas Share Transfer and the Affinitas Share Exchange, the Affinitas stockholders and the Spark Stockholders are expected to own approximately 75% and 25%, respectively, of New Spark after the completion of the Business Combination. The New Spark ADSs representing the New Spark Ordinary Shares being registered under the Registration Statement on Form F-4, of which this proxy statement/ prospectus forms a part, are expected to be traded on the NYSE American under the ticker symbol “LOV.”

Foreign Private Issuer

New Spark will be a Foreign Private Issuer (as defined in Rule 3b-4 of the Exchange Act) and will therefore only be required to comply with the disclosure and corporate governance rules applicable to Foreign Private Issuers. See “Risk Factors — Risks Relating to an Investment in New Spark — As a ‘foreign private issuer’ under the rules and regulations of the SEC, New Spark is permitted to, and will, file less information with the SEC than a U.S. issuer.” New Spark intends to comply with NYSE American, LLC (“NYSE American”) requirements applicable to U.S. issuers. However, in the future, it may choose to follow home country corporate governance practices in lieu of NYSE American requirements, in which case it will be required to disclose any significant ways in which its corporate governance practices differ from those followed by U.S. domestic companies under NYSE American rules in its annual report on Form 20-F filed with the SEC or on its website.

Emerging Growth Company

New Spark will be an “emerging growth company” (“EGC”) as defined in the Jumpstart Our Business Startups Act (“JOBS Act”). As an EGC, New Spark is eligible to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not EGCs. These include, but are not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and the requirement to obtain stockholder approval of any golden parachute payments not previously approved.

New Spark will prepare its financial statements in accordance with International Financial Reporting Standards (“IFRS”), and it will not rely on Section 102(b) of the JOBS Act, which provides that an EGC can take advantage of an extended transition period for complying with new or revised accounting standards.

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New Spark could remain an EGC until the last day of its fiscal year following the fifth anniversary of the consummation of the Business Combination. However, if (i) either (x) New Spark's non-convertible debt issued within a three-year period or (y) its total revenues exceed \$1 billion or (ii) it is deemed to be a large accelerated filer (as defined in Rule 12b-2 under the Exchange Act), New Spark would cease to be an EGC as of the following fiscal year.

Affinitas

Affinitas is a leading global operator of premium online dating sites and mobile applications. Its focus is on catering to professionals and highly educated singles with serious relationship intentions in North America and other international markets. Since its inception, Affinitas has had more than 40 million users register with its dating platforms (which includes inactive accounts). Affinitas currently operates one or more of its brands in 27 countries. Founded in 2008, Affinitas has grown from its roots as a local German service, eDarling.de, to an international platform operating several well-known brands such as EliteSingles and eDarling. On September 30, 2016, Affinitas acquired Samadhi SAS ("Samadhi") and its Attractive World platform (the "Samadhi Acquisition"). While the target demographic varies slightly across brands in terms of age brackets and offered user experience, all platforms share a common focus on high quality users with serious relationship intentions.

Each of Affinitas's platforms predominantly utilizes a "subscription" business model. This business model helps drive membership subscriptions by providing key features only to subscribers. "Free" functionality generally includes creating a user profile, scrolling through profiles of other users (without access to pictures) and sending "likes" to other users. Premium services include, among others, unlimited communication with other registered users, access to user profile pictures and enhanced search functionality.

Affinitas was incorporated in 2008. The principal executive office of Affinitas is located at Kohlfurter Straße 41/43, Berlin 10999, Germany and its telephone number at that address is (+49) 30 868 000 102. Affinitas's website is www.affinitas.de.

Spark

Spark is a leader in creating communities that help individuals form life-long relationships with others that share their interests and values. Spark's core properties, JDate and ChristianMingle, are communities geared towards singles of the Jewish and Christian faiths. Through Spark's websites and mobile applications, Spark helps members search for and communicate with other like-minded individuals.

Along with these two core brands, Spark also operates a number of other niche-focused and international websites and mobile applications and maintains a physical presence in the United States.

Spark was incorporated in 1998, and its common shares are traded on the NYSE American under the symbol "LOV." The principal executive office of Spark is located at 11150 Santa Monica Blvd., Suite 600, Los Angeles, CA 90025, and Spark's phone number is (310) 893-0550. Spark's website is www.spark.net.

Merger Sub

Merger Sub, a Delaware corporation wholly-owned by New Spark, was formed on April 28, 2017 for the purpose of effecting the Merger. Upon the terms and conditions set forth in the Merger Agreement, on the Closing Date, Merger Sub will be merged with and into Spark, with Spark surviving such Merger as a wholly-owned subsidiary of New Spark. To date, Merger Sub has not conducted any activities other than those incidental to its formation, the execution and performance of the Merger Agreement and related ancillary documents.

Merger Sub's address is c/o Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

Strategic Rationale for Combining Spark and Affinitas

New Spark believes that combining Spark and Affinitas will help create one of the world's premier online dating platforms. The strength of an online dating company depends on two key factors to help ensure long-term success:

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- Achieving operational and financial scale; and

- Creating and maintaining recognizable and trustworthy consumer brands.

New Spark believes that the combined company will succeed in attaining these two key factors and that the proposed transaction creates a strong platform with the executive knowledge, operational experience and financial means to continue to grow organically and through acquisitions in an expanding and attractive digital industry.

Operational and financial scale

By combining Spark and Affinitas, New Spark is seeking to create one of the largest global online dating companies worldwide based on revenue. For the six months ended June 30, 2017, Affinitas and Spark generated revenues of €42.1 million and \$13.9 million, respectively, loss of €(1.7) million and \$(4.6) million, respectively, and adjusted EBITDA of €2.4 million and \$1.3 million, respectively. On a pro forma basis, for the six months ended June 30, 2017, New Spark would have generated €54.9 million in revenues, €(3.3) million of total comprehensive loss and €3.5 million of adjusted EBITDA. For a discussion of adjusted EBITDA and reconciliation to each of Spark's, Affinitas's and New Spark's most comparable U.S. generally accepted accounting principles ("U.S. GAAP"), or IFRS measure, as applicable, see (i) Spark's "Management's Discussion and Analysis of Financial Condition and Results of Operations," (ii) Selected Historical and Unaudited Pro Forma Condensed Combined Financial Data—Selected Historical Financial Data of Affinitas and (iii) Selected Historical and Unaudited Pro Forma Condensed Combined Financial Data—Selected Unaudited Pro Forma Condensed Combined Financial Data, respectively.

Upon consummation of the Business Combination, New Spark will have a diversified global presence, operating in 28 markets and connecting professionals and sophisticated singles in 15 different languages across the globe.

The combined company will also have the operational scale to invest in product and brand innovation to meet changing consumer preferences and the financial strength to continue to acquire new users within a generally competitive environment. This scale will allow New Spark to build tailored solutions for different markets, particularly for North America where management has observed that user preferences are different from other international markets. The operational scale and financial means provided by the combined company will help to accelerate the growth of the existing brands of Affinitas and Spark, to foster investment in new online dating concepts and to allow the combined company to continue to participate in the consolidation of the online dating industry.

Recognizable and trustworthy consumer brands

The search for a serious and long-term relationship is an exciting and personal experience, and online dating services with recognizable and trustworthy brands appeal to users seeking such relationships. Users share private information, preferences and personal details – all of which is data that is sensitive to the user. As a result, users prefer brands they know and can trust when selecting an online dating platform. To be competitive, it is of utmost importance to create consumer brands that resonate with this audience in each market and that have strong credibility with respect to security and quality of service.

Similarly, it is important to create a portfolio of strong brands in a given market in order to meet individual needs of specific user segments. This requires a management of a number of different brands in each market to achieve an overall high penetration in the attractive segment of professionals and highly educated singles. The performance of one brand can only be assessed when taking into consideration the overall portfolio.

Both Spark and Affinitas own and operate well-known and trusted consumer brands, with more than one brand per market. Upon consummation of the Business Combination, New Spark will operate such flagship brands as JDate, JSwipe, ChristianMingle, EliteSingles, AttractiveWorld and eDarling.

In addition to being some of the most well-known and trusted brands in the online dating world, these brands largely cater to singles with a high socio-economic status in search of a serious relationship. The compatibility of the brands of Spark and Affinitas creates a strategic fit that will allow the combined company to share knowledge, leverage best practices, and build greater consumer trust in each market where New Spark will operate.

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The Agreement and Plan of Merger

A copy of the Merger Agreement is attached as Annex A to this proxy statement/prospectus. Please read the Merger Agreement carefully as it is the principal document that governs the Merger. Pursuant to the terms and conditions of the Merger Agreement, Spark, Affinitas and New Spark have agreed to merge Merger Sub with and into Spark, with Spark continuing as the surviving corporation in the Merger (the “surviving corporation”) and becoming a direct, wholly-owned subsidiary of New Spark.

Quorum and Vote Required at the Special Meeting

Holders of a majority of the aggregate voting power of the Spark Shares issued and outstanding as of the record date must be represented at the Special Meeting, in person or by proxy, in order to constitute a quorum. The proposal for the approval of the Merger Agreement will be approved if holders of a majority of the issued and outstanding Spark Shares as of the record date vote in favor of the proposal. Spark Stockholders representing approximately 38.05% of the outstanding Spark Shares have agreed to vote their shares in favor of the transaction. The directors and executive officers of Spark and their affiliates, as a group, beneficially own approximately 7,928,533 Spark Shares, or approximately 24.1% of the outstanding Spark Shares entitled to be voted at the Special Meeting, based on the 32,254,862 Spark Shares outstanding as of October 2, 2017.

Structure of New Spark After Closing of the Business Combination and the Affinitas Share Exchange

The proposed Business Combination will be effected in three principal steps.

- Affinitas Share Transfer. Each stockholder of Affinitas will purchase such stockholder’s pro rata share of the 120,000 New Spark Ordinary Shares (which may in whole or in part be represented by New Spark ADSs) currently owned by Affinitas for a total purchase price among all Affinitas stockholders of €132,000.

- Affinitas Share Exchange. Following the Affinitas Share Transfer, New Spark will acquire all of the Affinitas Shares from the Affinitas stockholders in exchange for (i) 849,861 New Spark Ordinary Shares (which may in whole or in part be represented by New Spark ADSs) and (ii) a claim for a payment by New Spark to the respective stockholders of Affinitas of up to €5,730,000 in the aggregate, after which (x) Affinitas will be a wholly owned subsidiary of New Spark and (y) the former Affinitas stockholders will own all of the outstanding New Spark Ordinary Shares.

- Merger. Immediately after the Affinitas Share Exchange, Merger Sub will merge with and into Spark, with Spark surviving the Merger as a wholly-owned subsidiary of New Spark. In the Merger, each outstanding Spark Share will be converted into the right to receive a number of New Spark ADSs equal to the Adjustment Ratio, with each New Spark ADS representing 0.1 New Spark Ordinary Shares.

The “Adjustment Ratio” means 0.1, unless the Spark Warrant is exercised in whole or in part, in which case the “Adjustment Ratio” means 0.1 multiplied by a fraction, (a) the numerator of which is (x) the Post-Warrant Exercise Share Number minus the (y) aggregate number of Spark Shares issued in connection with the exercise of the Spark Warrant, and (b) the denominator of which is the Post-Warrant Exercise Share Number.

Assuming the Spark Warrant is exercised in full in cash prior to the Effective Time, the outstanding number of shares of Spark common stock would be increased by 7,500,000 and the Adjustment Ratio would consequently decrease to 0.081.

Based upon shares of Spark Stock outstanding on August 10, 2017, it is expected that approximately 3,233,370 New Spark ADSs, representing approximately 323,337 New Spark Ordinary Shares, will be issued to Spark Stockholders as consideration for the Merger. Based upon the number of Spark Shares issuable upon the exercise of options to purchase Spark Shares outstanding on August 10, 2017, it is expected that approximately 241,795 New Spark ADSs, representing approximately 24,179 New Spark Ordinary Shares, will be issued to the Trust (as defined below).

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Upon consummation of the Merger, Spark Stockholders will become holders of New Spark ADSs, each of which will represent 0.1 New Spark Ordinary Shares. You should refer to the section entitled “Description of the New Spark American Depositary Shares” for a description of the New Spark ADSs and the related deposit agreement (the “New Spark Deposit Agreement”) and a discussion of the ways in which the rights of holders of New Spark ADSs may differ from those of holders of New Spark Ordinary Shares.

Risk Factors

The Business Combination and an investment in New Spark ADSs involve risks, some of which are related to the Business Combination, some of which are related to the New Spark ADSs, and others of which are related to the combining of the companies into a single business. In considering the Merger and other aspects of the Business Combination, you should carefully consider the information about these risks set forth under the section entitled “Risk Factors,” together with the other information included in this proxy statement/prospectus.

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Conditions to the Completion of the Business Combination

Currently, the parties expect to complete the Business Combination in the fourth quarter of 2017. As more fully described in the Merger Agreement, the obligations of each party to effect the Merger and other aspects of the Business Combination depend on a number of conditions being satisfied or, to the extent legally permissible, waived. These conditions include:

- adoption of the Merger Agreement by the Spark Stockholders;
- the passing of a resolution by New Spark or its administrative board (the “Administrative Board”) to issue the New Spark Ordinary Shares;
- the New Spark ADSs having been approved for listing on the NYSE American;
- the Registration Statement, of which this proxy statement/prospectus forms a part, being declared effective by the SEC and not being subject to any stop order suspending its effectiveness;
- no governmental entity of competent jurisdiction enacting any law or issuing any order or injunction that prohibits or makes illegal consummation of the Business Combination;
- the accuracy of each of the other parties’ representations and warranties (subject to certain qualifications), and the receipt of a certificate signed by such party’s duly authorized officer as to the satisfaction of this condition;
- the compliance by each of the other parties, in all material respects, with its obligations under the Merger Agreement, and the receipt of a certificate signed by the other party’s duly authorized officer as to the satisfaction of this condition; and
- the absence, since the date of the Merger Agreement, of a material adverse effect on the other party.

The obligations of each of Affinitas, New Spark and Merger Sub to effect the Business Combination are subject to satisfaction or waiver of the following conditions:

- each Lock-up Agreement shall be in full force and effect; and
- Spark shall have delivered to Affinitas an affidavit specifying (i) that Spark is not a “United States real property holding corporation” and (ii) that the common stock of Spark does not constitute a “United States real property interest.”

The obligations of Spark to effect the Business Combination are subject to satisfaction or waiver of the following conditions:

- certain specified persons shall have been appointed at an extraordinary general meeting of New Spark to the Administrative Board, and the Administrative Board shall have appointed certain specified persons as managing directors of New Spark (the “New Spark Managing Directors”);

- the receipt by Spark of a legal opinion from their counsel with respect to certain tax consequences of the Business Combination; and
- the Affinitas Share Transfer and the Affinitas Share Exchange shall have been effected, and resolutions related thereto shall have been approved by the stockholders of New Spark.

Reasons for the Business Combination and Recommendations of the Spark Board

At its meeting held on April 30, 2017, the Spark Board determined that the Business Combination and the transactions it contemplates are advisable, fair to and in the best interests of Spark and its stockholders, and approved and adopted the Merger Agreement, the Business Combination and the other transactions contemplated thereby. The Spark Board recommends that Spark Stockholders vote “FOR” the Merger Agreement Proposal and “FOR” the Adjournment Proposal.

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In approving the Merger Agreement, the Spark Board considered a variety of factors in favor of the Business Combination, which are discussed in further detail in “Proposal One — Adoption of the Agreement and Plan of Merger — Spark’s Reasons for the Business Combination; Board Recommendation of the Spark Board of Directors.” Opinion of B. Riley & Co., LLC, the Special Committee’s Financial Advisor

B. Riley & Co., LLC (“B. Riley”) delivered an oral opinion to the Spark Board on April 30, 2017, which was subsequently confirmed by delivery of a written opinion dated as of April 30, 2017, that as of such date, and based upon and subject to the factors and assumptions set forth therein, the conversion of each outstanding Spark Share into the right to receive an amount of New Spark Ordinary Shares equal to the Adjustment Ratio pursuant to the Merger Agreement was fair from a financial point of view to the holders of Spark Shares.

The full text of the written opinion of B. Riley, dated April 30, 2017, which sets forth assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached as Annex F to this proxy statement/prospectus. B. Riley provided its opinion for the information and assistance of the Spark Board in connection with its consideration of the Merger. The B. Riley opinion is not a recommendation as to how any Spark Stockholder should vote with respect to the Merger or any other matter.

Treatment of Spark Equity Awards

Spark RSUs

Immediately prior to the Effective Time, each Spark RSU that is outstanding will be accelerated as to vesting and payment (if required) and converted into one Spark Share and treated like all other Spark Shares in the Merger.

Spark Restricted Stock Awards

At the Effective Time, all Spark Restricted Stock Awards that are unvested will be exchanged for restricted New Spark Ordinary Shares and/or New Spark ADSs with vesting terms identical to the Spark Restricted Stock Awards.

Spark Stock Options

Prior to the Effective Time, Spark will:

- establish a trust (which will not be affiliated with either Affinitas or Spark) to hold Spark Shares (prior to the Merger, and New Spark ADSs after the Merger) issuable to holders of Spark Stock Options outstanding immediately prior to the Effective Time (the “Trust”), and

- issue and deliver to the Trust such number of Spark Shares as necessary to satisfy the obligations under such Spark Stock Options.

At the Effective Time, all Spark Stock Options immediately outstanding prior to the Effective Time will be exchanged for awards to acquire from the Trust (on the same terms and conditions as were applicable under the Spark Stock Options, taking into account the transactions contemplated by the Merger Agreement or in any stock option plans or any award or other agreement) a number of New Spark ADSs equal to (w) the number of Spark Shares subject to such Spark Stock Option multiplied by (x) the Adjustment Ratio (the result rounded down to the nearest whole New Spark ADS), with an exercise price per share (rounded up to the nearest whole cent) equal to (y) the per share exercise price specified in such Spark Stock Option, divided by (z) the Adjustment Ratio (with the result rounded up to the nearest whole cent).

Restrictions on Solicitation

The Merger Agreement contains detailed provisions that prohibit Spark from seeking an alternative to the Business Combination. The non-solicitation covenant generally prohibits Spark, as well as its officers,

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directors, subsidiaries, advisors and representatives, from taking any action to solicit an acquisition proposal. The Merger Agreement does not, however, prohibit Spark from considering an unsolicited bona fide written takeover proposal that the Spark Board determines in good faith (after consultation with its outside counsel and its independent financial advisor) constitutes or is reasonably expected to lead to a superior proposal from a third party in the circumstances described under “Proposal One — Adoption of the Agreement and Plan of Merger — The Agreement and Plan of Merger — Non-Solicitation.”

Termination and Termination Fees

The Merger Agreement may be terminated prior to the Effective Time: (i) by mutual written consent of Spark and Affinitas; (ii) by either Spark or Affinitas in the event that the Business Combination will not have been consummated by January 31, 2018; (iii) by either Spark or Affinitas if a court has issued a final and nonappealable order or similar action having the effect of prohibiting the Business Combination; (iv) by either Spark or Affinitas if the requisite Spark Stockholder approval for the Merger is not obtained; (v) by Affinitas, at any time prior to Spark Stockholder approval being obtained if the Spark Board (A) approves, adopts or recommends an agreement related to an alternative proposal to acquire Spark, or (B) fails to publicly recommend against an agreement related to an alternative proposal to acquire Spark; (vi) by Spark or Affinitas in the event of a breach by the other party of any covenant or agreement or any representation or warranty that would result in the failure of certain conditions of the Merger; (vii) by Spark if, prior to obtaining Spark Stockholder approval, Spark enters into a superior proposal to acquire Spark; and (viii) by Affinitas, if Spark materially breaches certain non-solicitation provisions.

Upon certain events, if the Merger Agreement is terminated by Spark, then Spark will be obligated to pay Affinitas a one-time fee equal to the greater of (i) \$1,500,000 or (ii) the fees and expenses of Affinitas related to the Business Combination. Upon certain events, if the Merger Agreement is terminated by Affinitas, then Affinitas will be obligated to pay Spark a one-time fee equal to the greater of (i) \$1,500,000 or (ii) the fees and expenses of Spark related to the Business Combination. See “Proposal One — Adoption of the Agreement and Plan of Merger — The Agreement and Plan of Merger — Expenses; Termination Fees.”

Business Combination Expenses

Spark will pay for the proxy solicitation costs related to the Special Meeting, except that Spark and Affinitas will share equally the costs and expenses of preparing the proxy statement/prospectus and filing it with the SEC. Spark has not engaged a proxy solicitor to assist in the solicitation of proxies for the Special Meeting. Spark’s directors, officers and employees may solicit proxies by telephone, by facsimile, by mail, on the Internet or in person. They will not be paid any additional amounts for soliciting proxies. Spark may reimburse banks, brokerage firms, other nominees or their respective agents for their expenses in forwarding proxy materials to beneficial owners of Spark Shares.

Voting Agreement

In connection with the Merger Agreement, on May 2, 2017, Affinitas, New Spark and Merger Sub entered into the Voting Agreement with certain directors, officers and other Spark Stockholders, including PEAK6. The Voting Agreement provides that each Spark Stockholder party to the Voting Agreement will vote for and support the Merger and vote against any proposal made in opposition to, or in competition with, the consummation of the Business Combination. Based on the 32,097,184 Spark Shares outstanding as of May 2, 2017, the Spark Stockholders party to the Voting Agreement represent approximately 33.97% of the outstanding Spark Shares entitled to be voted at the Special Meeting.

The Special Meeting of Spark Stockholders

The Special Meeting will be held on November 2, 2017, at 9:00 a.m. local time, at 11150 Santa Monica Blvd., Suite 600, Los Angeles, California 90025. At the Special Meeting, Spark Stockholders will be asked to vote upon the Merger Agreement Proposal and the Adjournment Proposal. You can vote at the special meeting if you were a record holder of Spark Shares at the close of business on October 2, 2017, the record date for the Special Meeting.

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Adoption of the Merger Agreement Proposal requires the affirmative vote of a majority of the outstanding Spark Shares entitled to vote thereon.

Approval of the Adjournment Proposal requires the affirmative vote of the holders of a majority of Spark Shares present in person or represented by proxy and entitled to vote thereon, whether or not a quorum is present.

Interests of Certain Persons in the Business Combination

Spark Stockholders should be aware that Spark directors and executive officers may have interests that are different from, or in addition to, the interests of the Spark Stockholders. These interests may include, but are not limited to, the continued engagement and/or employment, as applicable, of certain directors and executive officers of Spark and the continued positions of certain directors of Spark as board members of New Spark. These interests also include the treatment in the Business Combination of Spark RSUs, Spark Restricted Stock Awards, Spark Stock Options and other equity awards held by these directors and executive officers.

The Spark Board was aware of these potentially differing interests of Spark directors and executive officers and considered them, among other matters, in reaching its decision to approve the Merger Agreement and to recommend that Spark Stockholders vote in favor of the proposal to adopt the Merger Agreement. See “Proposal One — Adoption of the Agreement and Plan of Merger — Financial Interests of Spark’s Directors and Officers in the Merger and other Aspects of the Business Combination.”

Accounting Treatment

The Business Combination will be accounted for using the acquisition method of accounting for business combinations under IFRS, with Affinitas treated as the accounting acquirer and the accounting predecessor of New Spark. Under this method of accounting, any excess of (i) the aggregate of the acquisition consideration transferred and any non-controlling interest in Spark over (ii) the aggregate of the fair values as of the Closing Date of the assets acquired and liabilities assumed will be recorded as goodwill. The acquisition consideration is the fair value on the Closing Date of the New Spark Ordinary Shares issued to Spark Stockholders in connection with the Merger.

Listing of New Spark ADSs

New Spark Ordinary Shares are currently not traded or quoted on a stock exchange or quotation system, but New Spark has applied to have the ADSs listed on the NYSE American. The New Spark ADSs are expected to be approved for listing on the NYSE American under the trading symbol “LOV.” This listing is a condition of the Merger.

Regulatory Approvals or Clearances Required for the Business Combination

Spark and Affinitas intend to make all required filings with the SEC under the Securities Act and the Exchange Act and with the Delaware Secretary of State under Delaware law in connection with the Business Combination. Other than those SEC filings, Delaware filings and filings required with the NYSE American relating to the listing of New Spark ADSs to be issued in the Business Combination, Spark and Affinitas are not aware of any other material regulatory filings or approvals required prior to completing the Business Combination as described in this proxy statement/prospectus.

Material U.S. Federal Income Tax Considerations

The Merger is intended to qualify as a non-recognition transaction for U.S. federal income tax purposes. It is a condition to Spark’s obligation to complete the Merger that Spark receive the opinion of its counsel, Morrison & Foerster LLP, substantially to the effect that (i) the Merger either should qualify as a reorganization within the meaning of Section 368(a) of the Code or, when integrated with the remaining components of the Business Combination, should be treated as a transaction described in Section 351(a) of the Code, or should qualify under both such provisions, and (ii) Section 367(a)(1) of the Code should not apply to a stockholder’s surrender of Spark Shares pursuant to the Merger (except in the case of a Spark

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Stockholder who is or will be a “five-percent transferee shareholder” of New Spark within the meaning of Treasury Regulation Section 1.367(a)-3(c)(5)(ii), and does not enter into a gain recognition agreement in the form provided in Treasury Regulation Section 1.367(a)-8). The opinion of counsel will not bind the IRS or a court, and no IRS ruling will be requested with respect to the Merger.

Assuming the Merger qualifies for the tax treatment described above, Spark Stockholders generally should not recognize gain or loss for U.S. federal income tax purposes upon the exchange of Spark Shares for New Spark ADSs in the Merger, except with respect to any cash received in lieu of a fractional New Spark ADS. The holding period for New Spark ADSs received by Spark Stockholders in the Merger, which determines how any gain or loss should be treated for U.S. federal income tax purposes upon future sales of New Spark ADSs, generally will include the holding period for the Spark Shares exchanged in the Merger. Further, a Spark Stockholder generally will recognize gain or loss with respect to cash received instead of fractional New Spark ADSs that the Spark Stockholder would otherwise be entitled to receive.

It is important to note that the U.S. federal income tax consequences described above may not apply to some Spark Stockholders, including certain holders specifically referred to under “Proposal One — Adoption of the Agreement and Plan of Merger — Material U.S. Federal Income Tax Consequences of the Business Combination to U.S. Holders.” Your tax consequences will depend on your individual situation. Accordingly, you are strongly urged to consult your tax advisor for a full understanding of the tax consequences of the Merger in your particular circumstances, as well as any tax consequences that may arise from the laws of any other taxing jurisdiction.

Material German Income Tax Considerations

The German income tax considerations described in “Proposal One — Adoption of the Agreement and Plan of Merger — Material German Income Tax Consequences to U.S. Holders” may not apply to some Spark Stockholders, including certain holders specifically referred to under that section. Your tax consequences will depend on your individual situation. Moreover, such discussion is based on certain assumptions, including certain assumptions specifically referred to under that section, and is limited to German income taxes. Therefore, if special facts and circumstances, or any non-income taxes apply to you, or if any of the assumptions made in this proxy statement/prospectus prove incorrect, you may be subject to German tax rules not described in that section and you may be subject to additional tax risks not described under “Risk Factors” so that the German tax consequences may be materially different from those expressed or implied in this proxy statement/prospectus. Accordingly, you are strongly urged to consult your tax advisor for a full understanding of the tax consequences of the Merger and the other transactions contemplated thereby, and of the ownership and disposition of New Spark ADSs, in your particular circumstances, as well as any tax consequences that may arise from the laws of any other taxing jurisdiction.

Comparison of Rights of Stockholders of Spark and Stockholders of New Spark

The rights of Spark Stockholders are currently governed by Spark’s certificate of incorporation (the “Spark Charter”), Spark’s fourth amended and restated bylaws (the “Spark Bylaws”) and the Delaware General Corporation Law. If the Business Combination is successfully completed, holders of Spark Shares will become holders of New Spark ADSs. Thereafter, their rights will be governed by the New Spark Deposit Agreement with The Bank of New York Mellon as the depository (the “New Spark ADS Depository”) with respect to the New Spark ADSs. The rights of holders of the New Spark Ordinary Shares underlying the New Spark ADSs will be governed by German law and subject to New Spark’s Articles of Association, as amended (the “New Spark Articles”) and New Spark’s Rules of Procedures (the “Rules of Procedure”). As a result, these Spark Stockholders will have different rights once they become holders of New Spark ADSs due to the differences in the governing documents of New Spark and Spark and because they will own New Spark ADS as opposed to New Spark Ordinary Shares. The key differences are described in the section titled “Comparison of Rights of Stockholders of Spark and Stockholders of New Spark” and “Description of the New Spark American Depositary Shares.”

Resale of New Spark American Depositary Shares

All New Spark ADSs that each Spark Stockholder receives in the Business Combination will be listed on the NYSE American and will be freely transferable unless a stockholder is deemed an affiliate of Spark

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immediately prior to the Business Combination or an affiliate of New Spark following the Business Combination for purposes of the U.S. securities laws. For more information, see “Proposal One — Adoption of the Agreement and Plan of Merger — Restrictions on Sales of New Spark ADSs by Certain Affiliates.”

If the Business Combination is completed, Spark Shares will no longer be traded on the NYSE American.

Enforceability of Civil Liabilities Against Foreign Persons

New Spark is a European stock corporation governed by the applicable federal laws of Germany. A majority of New Spark’s assets will be located outside the United States and many of New Spark’s board members and most of its officers and some of the experts named in this proxy statement/prospectus reside outside the United States and a majority of their assets is located outside the United States. Because many of these persons will be located outside the United States, it may not be possible for you to effect service of process within the United States on these persons or upon New Spark. Furthermore, it may not be possible for you to enforce against New Spark or them, in the United States, judgments obtained in U.S. courts, because a majority of New Spark’s assets and the assets of these persons will be located outside the United States.

There is doubt as to the enforceability, in original actions in German courts, of liabilities based on U.S. federal securities laws or “blue sky” laws of any state within the United States and as to the enforceability in German courts of judgments of U.S. courts obtained in actions based on the civil liability provisions of the U.S. federal securities laws or any such state securities or blue sky laws. The United States and Germany do not currently have a treaty providing for recognition and enforcement of judgments (other than arbitration awards) in civil and commercial matters, though recognition and enforcement of foreign judgments in Germany is possible in accordance with applicable German laws. Therefore, it may not be possible to enforce those judgments against New Spark, its board members and officers and some of the experts named in this proxy statement/prospectus, including the annexes hereto.

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COMBINED FINANCIAL DATA

Selected Historical Financial Data of New Spark

The following selected historical financial information of New Spark is being provided to assist you in your analysis of the financial aspects of the Merger and other aspects of the Business Combination. New Spark derived its selected historical financial information as of March 29, 2017 and June 30, 2017 and for the period from inception (March 29, 2017) to June 30, 2017 from its audited financial statements included elsewhere in this proxy/statement prospectus. New Spark was formed at the end of March 2017 and was acquired by Affinitas in April 2017 for the purpose of becoming the ultimate holding company of Spark and Affinitas following the completion of the Business Combination. To date, New Spark has not conducted any activities other than those incidental to its formation and the implementation of the Business Combination. As such, New Spark's financial information should be read together with the financial information of Affinitas and Spark, as well as New Spark's unaudited pro forma condensed combined financial information, included elsewhere in this proxy statement/prospectus. The information set forth below is only a summary that you should read together with the audited financial statements of New Spark and the related notes. The selected historical financial information may not be indicative of the future performance of New Spark.

(in € thousands, except share and per share amounts)	From March 29 (date of inception) to June 30, 2017
Statement of Operations Data:	
Revenue	—
General and admin expenses	10
Operating loss	(10)
Loss before tax for the period	(10)
Income Tax	—
Total comprehensive loss for the period	(10)
Loss per share (basic/diluted)	(0.08)
Weighted average number of shares outstanding, basic and diluted	120,000

(in € thousands)	As of March 29, 2017	As of June 30, 2017
Consolidated Balance Sheet data:		
Cash and cash equivalents	—	120
Total assets	—	120
Current liabilities	—	10
Equity	—	110

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Selected Historical Financial Data of Affinitas

The following selected historical consolidated financial information of Affinitas is being provided to assist you in your analysis of the financial aspects of the Merger and other aspects of the Business Combination. Affinitas derived its selected historical consolidated financial information as of and for the fiscal years ended December 31, 2016 and 2015 from its audited consolidated financial statements included elsewhere in this proxy/statement prospectus. Affinitas derived its selected historical consolidated financial information as of and for the six months ended June 30, 2017 and 2016 from its unaudited condensed consolidated interim financial statements included elsewhere in this proxy/statement prospectus which include, in the opinion of management, all normal and recurring adjustments that are considered necessary to a fair statement of the interim periods presented. The information set forth below is only a summary that you should read together with the audited consolidated financial statements of Affinitas and the related notes, as well as “Affinitas’s Management’s Discussion and Analysis of Financial Condition and Results of Operations.” The selected consolidated historical financial information may not be indicative of the future performance of Affinitas.

(in € thousands, except per share amounts)	Six months ended June 30,		Year ended December 31,	
	2017	2016	2016	2015
Consolidated Statement of Operations Data:				
Revenue	42,116	35,637	73,491	60,442
Cost of revenue	(29,039)	(26,499)	(51,202)	(44,630)
Gross profit	13,077	9,138	22,289	15,812
Other income	49	8	126	309
Other operating expenses	(15,100)	(8,288)	(19,742)	(15,193)
Sales and marketing expenses	(2,765)	(1,525)	(3,919)	(3,036)
Customer service expenses	(2,195)	(1,315)	(2,791)	(2,357)
Technical operations and development expenses	(2,764)	(1,500)	(3,305)	(3,849)
General and administrative expenses	(7,376)	(3,948)	(9,727)	(5,951)
Operating (loss)/profit	(1,974)	858	2,673	928
Interest income and similar income	73	63	157	30
Interest expense and similar charges	(419)	(144)	(425)	(103)
Net finance expenses	(346)	(81)	(268)	(73)
(Loss)/income before taxes	(2,320)	777	2,405	855
Income taxes	616	(239)	(1,082)	(445)
(Loss)/profit from continuing operations	(1,704)	538	1,323	410
Loss from discontinued operations, net of tax	—	(607)	(632)	(959)
Profit/(loss) for the period	(1,704)	(69)	691	(549)
Other comprehensive income	—	—	—	—
Total comprehensive income/(loss) for the period	(1,704)	(69)	691	(549)
Basic and diluted earnings/(loss) per share	(68.16)	(2.76)	27.64	(21.96)
Basic and diluted earnings/(loss) per share – continuing operations	(68.16)	21.52	52.92	16.40

Six months ended June 30,	Year ended December 31,
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(in € thousands)	2017	2016	2016	2015
Other financial information and Adjusted EBITDA:				
Total comprehensive income/(loss) for the period	(1,704)	(69)	691	(549)
Discontinued operations	—	607	632	959
Net finance expenses	346	81	268	73
Income taxes	(616)	239	1,082	445
Depreciation	98	45	251	102
Amortization	1,407	8	1,027	38
Impairment of property, plant and equipment	25	—	—	—
Share-based compensation	376	556	991	600
Financing, acquisition and severance costs(1)	2,438	49	927	16
Adjusted EBITDA	2,370	1,516	5,869	1,684

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(1)

For the six months ended June 30, 2017, financing, acquisition and severance costs were comprised of transaction and legal fees incurred relating to the Merger of €2,335 thousand and severance costs of €103 thousand. For the six months ended June 30, 2016, financing, acquisition and severance costs were comprised of severance costs of €49 thousand. For the year ended December 31, 2016, financing, acquisition and severance costs were comprised of acquisition-related expenses of €162 thousand, restructuring expenses related to restructuring of Samadhi of €642 thousand and termination benefits of €123 thousand. For the year ended December 31, 2015, financing, acquisition and severance costs were comprised of termination benefits of €16 thousand.

Affinitas reports Adjusted EBITDA as a supplemental measure to its measures calculated in accordance with IFRS. Adjusted EBITDA is one of the metrics by which Affinitas and its management evaluate the performance of the consolidated business on an annual basis, and not on a day-to-day basis, is used to help prepare consolidated budgets and consolidated forecasts and to compensate management. Affinitas believes Adjusted EBITDA provides management and investors with a consistent view, period to period, of the core earnings generated from ongoing operations and excludes the impact of items that are not considered representative of our ongoing operating performance, including: (i) non-cash items such as share-based compensation, non-cash currency translation adjustments, (ii) other non-operating items such as financing, acquisition and severance costs and (iii) discontinued operations. Adjusted EBITDA has inherent limitations in evaluating the performance of Affinitas, including, but not limited to the following:

- Adjusted EBITDA does not reflect the cash capital expenditures during the measurement period,

- Adjusted EBITDA does not reflect any changes in working capital requirements during the measurement period,

- Adjusted EBITDA does not reflect the cash tax or interest payments during the measurement period, and

- Adjusted EBITDA may be calculated differently by other companies in our industry, thus limiting its value as a comparative measure.

Adjusted EBITDA should not be construed as a substitute for Profit/(Loss) for the period (as determined in accordance with IFRS) for the purpose of analyzing Affinitas' operating performance or financial position, as Adjusted EBITDA is not defined by IFRS.

(in € thousands)	As of June	As of December 31,	
	30,	2016	2015
	2017		
Consolidated Balance Sheet data:			
Cash and cash equivalents	6,722	8,064	2,987
Total assets	36,052	37,268	23,065
Non-current liabilities	33,119	33,161	26,494
Current liabilities	28,984	28,830	22,976
Total shareholder's equity	(26,051)	(24,723)	(26,405)

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TABLE OF CONTENTS**Selected Historical Financial Data of Spark**

The following tables set forth selected historical consolidated financial data of Spark for each of the years during the two-year period ended December 31, 2016 and the selected historical consolidated balance sheet data as of December 31, 2016 and 2015, which have been derived from Spark's audited consolidated financial statements included elsewhere in this proxy statement/prospectus. The selected historical consolidated financial data for the six-month periods ended June 30, 2017 and 2016, and as of June 30, 2017, have been derived from Spark's unaudited consolidated financial statements included elsewhere in this proxy statement/prospectus, which include, in the opinion of Spark's management, all normal and recurring adjustments that are considered necessary to a fair statement of the interim periods presented. The following information should be read in conjunction with Spark's historical consolidated financial statements and the notes thereto, as well as the section titled "Spark's Management's Discussion and Analysis of Financial Condition and Results of Operations." Historical results for any period are not necessarily indicative of results to be expected for any future period.

	Six Months Ended		Year Ended	
	June 30,		December 31,	
(in thousands, except per share amounts)	2017	2016	2016	2015
Consolidated Statement of Operations Data:				
Revenue	\$ 13,904	\$ 18,957	\$ 35,091	\$ 48,135
Net (loss)	(4,644)	(3,079)	(6,890)	(1,437)
Net (loss) per share – basic and diluted	\$ (0.14)	\$ (0.12)	\$ (0.24)	\$ (0.06)
	June 30,	December 31,		
(in thousands, except per share amounts)	2017	2016	2015	
Consolidated Balance Sheet Data:				
Total assets	\$ 27,453	\$ 31,817	\$ 33,076	

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Selected Unaudited Pro Forma Condensed Combined Financial Data

The selected unaudited pro forma condensed combined balance sheet information provided below of New Spark as of June 30, 2017 reflects pro forma adjustments to the financial position of New Spark to give effect to the formation of New Spark and the combination of Affinitas and Spark as if it had occurred on June 30, 2017. The selected unaudited pro forma condensed combined statement of comprehensive income information provided below for the year ended December 31, 2016 and the six months ended June 30, 2017 reflect pro forma adjustments to the results of operations of Affinitas to give effect to the formation of New Spark and combination of Affinitas and Spark as if it had occurred on January 1, 2016. New Spark will account for the Merger as an acquisition of Spark, with Affinitas as the accounting acquirer. In addition, the Samadhi Acquisition was consummated on September 30, 2016 and Affinitas began consolidating Samadhi's financial results on that date. As a result, in addition to the combination of Affinitas and Spark, the selected unaudited pro forma condensed combined statement of comprehensive income information provided below for the year ended December 31, 2016 gives effect to the acquisition of Samadhi as if the Samadhi Acquisition had occurred on January 1, 2016. Since the Samadhi Acquisition is already reflected for the full period in Affinitas's historical unaudited consolidated balance sheet as of June 30, 2017, no pro forma adjustments related to such acquisition have been made to the selected unaudited pro forma condensed combined balance sheet as of June 30, 2017 or the unaudited pro forma condensed combined statement of comprehensive income for the six months ended June 30, 2017.

In the following selected unaudited pro forma condensed combined financial information, the Business Combination, together with the Samadhi Acquisition, are collectively referred to as the "Transactions."

The selected unaudited pro forma condensed combined financial information presented is based on the assumptions and adjustments described in the notes to the pro forma financial information contained in the section entitled "Unaudited Pro Forma Condensed Combined Financial Information," elsewhere in this proxy statement/prospectus. The selected unaudited pro forma condensed combined financial information is presented for illustrative purposes and does not purport to represent what New Spark's financial position or results of operations would actually have been if the Transactions occurred as of the dates indicated or what financial position or results would be for any future periods.

Affinitas's historical financial statements were prepared using IFRS, while Spark's historical financial statements were prepared utilizing U.S. GAAP. In order to prepare New Spark's unaudited pro forma financial statements adjustments have been made to reconcile Spark's historical audited financial statements prepared in accordance with U.S. GAAP to IFRS. See Note 2 to the unaudited pro forma condensed combined financial information of New Spark under "Unaudited Pro Forma Condensed Combined Financial Information." In addition, the historical audited Spark financial statements included within the unaudited pro forma condensed combined financial information are denominated in thousands of Euro and converted from U.S. dollars as described in Note 3 to such unaudited pro forma condensed combined financial statements.

The selected unaudited pro forma condensed combined financial information is based upon the respective historical consolidated financial statements of Affinitas, Spark and Samadhi and should be read in conjunction with (1) the notes to the unaudited pro forma condensed combined financial information under "Unaudited Pro Forma Condensed Combined Financial Information," (2) the audited consolidated financial statements as of and for the fiscal year ended December 31, 2016 and notes thereto of Affinitas, (3) the audited consolidated financial statements as of and for the fiscal year ended December 31, 2016 and notes thereto of Spark, (4) the audited financial statements for the nine-month period of January 1, 2016 to September 30, 2016 and notes thereto of Samadhi, (5) the unaudited condensed consolidated interim financial statements as of and for the six months ended June 30, 2017 and June 30, 2016 and notes thereto of Affinitas and (6) the unaudited consolidated interim financial statements as of and for the six months ended June 30, 2017 and 2016 and notes thereto of Spark, all of which are included elsewhere in this proxy statement/prospectus.

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(in € thousands, except per share amounts)	New Spark Pro Forma	
	Six months ended June 30, 2017	Year ended December 31, 2016
Unaudited Combined Condensed Pro Forma Statement of Operations Data:		
Revenue	54,915	109,731
Cost of revenue	(32,729)	(65,519)
Gross profit	22,186	44,212
Other income	49	141
Other operating expenses	(24,371)	(51,255)
Sales and marketing expenses	(4,088)	(10,914)
Customer service expenses	(3,332)	(5,523)
Technical operations and development expenses	(7,703)	(11,802)
General and administrative expenses	(9,248)	(23,016)
Operating loss	(2,136)	(6,902)
Interest income and similar income	386	172
Interest expense and similar charges	(419)	(846)
Net finance expenses	(33)	(674)
Loss before taxes	(2,169)	(7,576)
Income taxes	(1,285)	838
Loss for the period	(3,454)	(6,738)
Other comprehensive loss	143	(24)
Total comprehensive loss for the period	(3,311)	(6,762)
Basic and diluted loss per share	(2.67)	(5.21)

(in € thousands)	Six months ended June 30, 2017	Year ended December 31, 2016
Selected information and Adjusted EBITDA:		
Pro Forma loss for the period	(3,454)	(6,738)
Net finance expenses	33	674
Income taxes	1,285	(838)
Depreciation	3,181	3,173
Amortization	1,602	2,991
Impairment of intangible and long-lived assets	47	4,182
Share-based compensation	691	1,878
Financing, acquisition and severance costs(1)	103	1,880
Pro Forma Adjusted EBITDA	3,489	7,202

(1)

For the six months ended June 30, 2017, financing, acquisition and severance costs were comprised of severance costs of €103 thousand. For the year ended December 31, 2016, financing, acquisition and severance costs contain certain restructuring expenses related to restructuring of Samadhi of €642 thousand, termination benefits of €889 thousand, acquisition-related costs of €58 thousand and legal expenses of €291 thousand.

New Spark reports Pro Forma Adjusted EBITDA as a supplemental measure to pro forma measures prepared in accordance with IFRS. This measure is one of the primary metrics by which New Spark will evaluate the performance of its consolidated businesses, and prepare consolidated budgets, forecasts on an annual basis, and not on a day-to-day basis and compensate management. This measure will provide

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management and investors with a consistent view, period to period, of the core earnings generated from ongoing operations and excludes the impact of items that are not considered representative of our ongoing operating performance, including: (i) non-cash items such as share-based compensation, non-cash currency translation adjustments, (ii) non-operating costs such as financing, acquisition and severance and (iii) discontinued operations. Pro forma Adjusted EBITDA has inherent limitations in evaluating the performance, including, but not limited to the following:

- Adjusted EBITDA does not reflect the cash capital expenditures during the measurement period,
- Adjusted EBITDA does not reflect any changes in working capital requirements during the measurement period,
- Adjusted EBITDA does not reflect the cash tax payments during the measurement period, and
- Adjusted EBITDA may be calculated differently by other companies in our industry, thus limiting its value as a comparative measure.

Adjusted EBITDA should not be construed as a substitute for net loss (as determined in accordance with IFRS) for the purpose of analyzing our operating performance or financial position, as Adjusted EBITDA is not defined by IFRS.

(in € thousands)	New Spark Pro Forma As of June 30, 2017
Unaudited Combined Condensed Pro Forma Balance Sheet data:	
Cash and cash equivalents	9,719
Total assets	68,938
Borrowings	5,850
Total liabilities	44,466
Total shareholder's equity	24,472

TABLE OF CONTENTS**Comparative Historical Per Share Data**

The following tables set forth certain historical and pro forma per share financial information for Affinitas Shares and Spark Shares.

The following information should be read in conjunction with (i) the audited consolidated financial statements of Affinitas included elsewhere in this proxy statement/prospectus, (ii) the audited and unaudited consolidated financial statements of Spark included elsewhere in this proxy statement/prospectus and (iii) the financial information contained in the “Unaudited Pro Forma Combined Financial Information,” section of this proxy statement/prospectus. The unaudited pro forma information below is presented for informational purposes only and is not necessarily indicative of the operating results or financial position that would have occurred if each of the Business Combination and the Samadhi Acquisition had been completed as of the beginning of the periods presented, nor is it necessarily indicative of the future operating results or financial position of the combined company. In addition, the unaudited pro forma information does not purport to indicate balance sheet data or results of operations data as of any future date or for any future period.

Affinitas Per Share Data (IFRS)

	At and for the six months ended June 30,		At and for the year ended December 31,	
	2017	2016	2016	2015
	(in €)			
Basic (loss)/earnings per share from continuing operations	(68.16)	21.52	52.92	16.40
Book value per share(1)	(1,042.04)	—	(988.92)	(1,056.20)

(1)

Book value per common share is calculated by dividing the common stockholders’ equity at period end by the total shares outstanding as of such date.

Spark Per Share Data (U.S. GAAP)

	At and for the three months ended June 30,		At and for the six months ended June 30,		At and for the year ended December 31,	
	2017	2016	2017	2016	2016	2015
	(in \$)					
Net (loss) earnings per share – basic and diluted	(0.08)	0.01	(0.14)	(0.12)	(0.24)	(0.06)
Book value per share	0.56	0.64	0.56	0.64	0.78	0.75

Pro Forma New Spark per share data (IFRS)(1)

	At and for the six months ended June 30, 2017	At and for the year ended December 31, 2016
	(in €)	
Basic loss per share	(2.67)	(5.21)
Book value per share(2)	18.04	—

(1)

Each New Spark ADS represents 0.1 New Spark Ordinary Shares.

(2)

Book value per common share is calculated by dividing the common stockholders' equity at period end by the total shares outstanding as of such date.

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Pro Forma Equivalent Spark per share data (IFRS)

	At and for the six months ended June 30, 2017 (in €)	At and for the year ended December 31, 2016
Basic loss per share	(0.27)	(0.52)
Book value per share(1)	1.80	—

(1)

Pro forma equivalent book value per common share is calculated by dividing the pro forma common stockholders' equity at period end by the pro forma total shares outstanding as of such date, assuming the Business Combination was consummated at June 30, 2017.

Comparative Per Share Market Price Data

The Affinitas Shares are not listed. Spark's common stock is listed on the NYSE American under the symbol "LOV." The following table shows the closing sales prices of Spark's common shares (as reported on the NYSE American) on May 1, 2017, the last trading day before the Merger Agreement was announced, and on October 18, 2017, the last full trading day before the date of this proxy statement/prospectus.

	Spark Common Stock
May 1, 2017	\$ 1.02
October 18, 2017	\$ 1.02

See "Market Price and Dividend Information" for more information.

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EXCHANGE RATE INFORMATION

The following table shows, for the periods indicated, information concerning the exchange rate between the Euro and the U.S. dollar. The data provided in the following table are expressed in U.S. dollars per Euro and are based on the noon buying rate of the Federal Reserve Bank of New York for the Euro. As used in this document, the term “noon buying rate” refers to the rate of exchange for the Euro, expressed in U.S. dollars per Euro, as certified by the Federal Reserve Bank of New York for customs purposes. The exchange rates set forth below demonstrate trends in exchange rates, but the actual exchange rates used throughout this proxy statement/prospectus may vary. This information is provided solely for your information, and Affinitas and Spark do not represent that Euro could be converted into U.S. dollars at these rates or at any other rate. These rates are not the rates used by Affinitas in the preparation of its consolidated financial statements included in this proxy statement/prospectus.

On May 1, 2017, the last trading day before the Merger Agreement was announced, the exchange rate between the U.S. dollar and the Euro expressed in U.S. dollars per Euro was 1.0912 (based on the noon buying rate of the Federal Reserve Bank of New York for the Euro). On October 6, 2017, the exchange rate was 1.1732 U.S. dollars for each Euro (based on the noon buying rate of the Federal Reserve Bank of New York for the Euro).

Recent Monthly Data	Period-End Rate(1)	Average Rate(2)	High	Low
October 2017 (to October 6, 2017)	1.1732	1.1740	1.1760	1.1706
September 2017	1.1813	1.1913	1.2041	1.1747
August 2017	1.1894	1.1813	1.2025	1.1703
July 2017	1.1826	1.1579	1.1826	1.1336
June 2017	1.1411	1.1233	1.1420	1.1124
May 2017	1.1236	1.1041	1.1236	1.0869
April 2017	1.0895	1.0714	1.0941	1.0606
March 2017	1.0698	1.0691	1.0882	1.0514
February 2017	1.0618	1.0650	1.0802	1.0551
January 2017	1.0794	1.0635	1.0794	1.0416
Interim Period Data				
Six months ended June 30, 2017	1.1411	1.0942	1.1420	1.0416
Annual Data (Year ended December 31)				
2016	1.0552	1.1029	1.1516	1.0375
2015	1.0859	1.1032	1.2015	1.0524
2014	1.2101	1.3210	1.3927	1.2101
2013	1.3779	1.3303	1.3816	1.2774
2012	1.3186	1.2909	1.3463	1.2062

(1)
The period-end rate is the noon exchange rate for the Euro on the last business day of the applicable period, as published by the Federal Reserve Bank of New York for customs purposes.

(2)
The average rates for the monthly periods were calculated by taking the simple average of the daily exchange rates for the Euro as published by the Federal Reserve Bank of New York for customs purposes. The average rates for the transition periods and annual periods were calculated by taking the simple average of the noon exchange rates on the last business day of each month during the relevant period, as published by the Federal Reserve Bank of New York for customs purposes.

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RISK FACTORS

In addition to the other information included in this proxy statement/prospectus, including the matters addressed in the section of the proxy statement/prospectus entitled “Cautionary Statement Concerning Forward-Looking Information” you should carefully consider the following risks before deciding how to vote on the proposals presented at the Special Meeting. The risk factors related to the Business Combination present the material risks directly related to the Business Combination to the extent presently known, including risks related to the integration of the two companies and risks if the Business Combination is not consummated. Also included are the material risks associated with each of the businesses of Affinitas and Spark presently known, because these risks will also affect New Spark following the closing of the Business Combination. The risks below also include forward-looking statements, and actual results may differ substantially from those discussed in these forward-looking statements. The risks and uncertainties described in this proxy statement/ prospectus are not the only ones Spark, Affinitas and New Spark face or will face. Additional risks and uncertainties not presently known or that are currently considered immaterial may also impair the business operations of New Spark after the Business Combination. If any of the risks actually occur, business and financial results of both companies could be harmed or the trading price of New Spark’s ADSs could decline. You should also consider the other information in this proxy statement/prospectus, including the Merger Agreement, a copy of which is attached to this proxy statement/prospectus as Annex A. See “Where You Can Find More Information.”

Risks Relating to the Business Combination

The parties may fail to realize the synergies and benefits anticipated from the acquisition of Spark.

The combination of Affinitas and Spark may not achieve the synergies and benefits anticipated. In particular the online dating industry in which Spark and Affinitas currently operate and in which New Spark will operate may develop in a different direction than anticipated, New Spark may not be able to realize the decrease in operating expenses it expects to receive by operating combined companies, management may experience difficulties in combining and integrating the Affinitas and Spark businesses and operations in an effective and timely manner or at all, the integration of Affinitas and Spark may divert the attention of senior management from the operation of daily business, and, in general, New Spark management may not be able to achieve the economies of scale and increase in revenues expected in connection with the Merger and combination of the companies. In addition, in connection with the Business Combination, New Spark will undertake certain restructuring activities and it is possible that as a result of these activities, New Spark will lose some of the institutional knowledge at either Spark or Affinitas. If the Merger is ultimately approved, management may also encounter additional difficulties in integrating the businesses other than those noted above.

In addition, as a result of the Business Combination, Spark will become a subsidiary of New Spark and New Spark will effectively assume all of its liabilities, whether or not asserted. There could be unasserted claims or assessments that New Spark failed or was unable to discover or identify in the course of performing due diligence investigations of Spark. Furthermore, there may be liabilities that are neither probable nor estimable at this time that may become probable and estimable in the future. Any such liabilities, individually or in the aggregate, could have a material adverse effect on the business of New Spark. New Spark may learn additional information about Spark that adversely affects New Spark, such as unknown, unasserted or contingent liabilities and issues relating to compliance with applicable laws.

The occurrence of any of the difficulties noted above could adversely affect New Spark’s ability to recognize the expected benefits of the Business Combination.

Significant costs are expected to be incurred in connection with the consummation of the Business Combination and integration of Spark and Affinitas into a single business, including legal, accounting, financial advisory and other costs.

If the Business Combination is consummated, Spark and Affinitas expect to incur significant costs in connection with integrating their operations, products and personnel. These costs may include, among others, costs for employee redeployment, relocation or severance and integration of information systems.

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In addition, Spark and Affinitas expect to incur a number of costs associated with combining the operations of the two companies, which cannot be estimated accurately at this time. Although Spark and Affinitas expect that the elimination of duplicative costs, as well as the realization of other synergies related to the integration of the businesses, may offset incremental transaction and transaction-related costs over time, this net benefit may not be achieved in the near term, or at all.

If the Business Combination does not qualify as a non-recognition transaction under Section 368(a) or Section 351(a) of the Internal Revenue Code of 1986, as amended (the “Code”), or is otherwise taxable to U.S. holders of Spark Shares, then such holders may be required to pay U.S. federal income taxes as a result of the Business Combination.

It is a condition to the completion of the Business Combination that Spark receive an opinion from its counsel substantially to the effect that, for U.S. federal income tax purposes, (i) the Merger should either qualify as a reorganization within the meaning of Section 368(a) of the Code or, when integrated with the remaining components of the Business Combination, should be treated as a transaction described in Section 351(a) of the Code, or should qualify under both such provisions and (ii) Section 367(a)(1) of the Code should not apply to a stockholder’s surrender of Spark Shares pursuant to the Merger Agreement (except in the case of a Spark Stockholder who is or will be a “five-percent transferee shareholder,” within the meaning of Treasury Regulation Section 1.367(a)-3(c)(5)(ii), and does not enter into a gain recognition agreement in the form provided in Treasury Regulation Section 1.367(a)-8). The conclusions in the tax opinion are not certain, however, because there is no authority directly on point dealing with certain relevant issues. In particular, although the conversion of Spark Shares into the right to receive New Spark ADSs will occur automatically upon completion of the Merger, Spark Stockholders will receive New Spark ADSs only after New Spark has effected the capital increase and share issuance procedures required to issue New Spark Ordinary Shares in compliance with applicable German law, and has deposited such New Spark Ordinary Shares with the New Spark ADS Depository. Although Spark’s counsel, Morrison & Foerster LLP, believes that the Merger and the receipt of New Spark ADSs by Spark Stockholders should be analyzed as a unified transaction for U.S. federal income tax purposes even if the steps do not occur simultaneously, there is no authority directly on point addressing the U.S. tax consequences of a merger featuring the German share issuance process contemplated by the Merger Agreement. Moreover, the conclusions in the tax opinion are not binding on the Internal Revenue Service (the “IRS”) and do not preclude the IRS from taking a different position. For a further discussion, see “Proposal One — Adoption of the Agreement and Plan of Merger — Material U.S. Federal Income Tax Consequences of the Business Combination to U.S. Holders.”

Spark’s ability to utilize its net operating loss (“NOL”) carry-forwards in the future may be limited as a result of the Business Combination.

Under Section 382 of the Code, if a corporation undergoes an “ownership change” (generally defined as a greater than 50 percent change (by value) in its equity ownership over a three-year period), the corporation’s ability to use its pre-change NOL carry-forwards to offset its post-change income may be limited. It is expected that the Business Combination will result in an “ownership change” of Spark. Accordingly, Spark’s ability to utilize its NOL carry-forwards will be limited, which could cause Spark to pay U.S. federal and state income taxes earlier than would otherwise be required if such limitations were not in effect and could cause such NOLs to expire unused.

The Unaudited Pro Forma Condensed Combined Financial Information included in this proxy statement/ prospectus may not be representative of the combined company’s results after the Business Combination.

The Unaudited Pro Forma Condensed Combined Financial Information included elsewhere in this proxy statement/prospectus has been presented for informational purposes only and is not necessarily indicative of the financial position or results of operations that actually would have occurred had the transactions that are assumed to have been consummated as of the dates indicated been consummated as of such dates, nor is it indicative of the potential future operating results or financial position of New Spark after the transactions that are assumed to have been consummated. The Unaudited Pro Forma Condensed Combined Financial Information reflects the adjustments to the historical financial information for Affinitas described in the notes thereto. Certain adjustments in the Unaudited Pro Forma Condensed

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Combined Financial Information, such as the Spark and Samadhi SAS purchase price allocations, are estimates and therefore subject to revisions once the allocations and other estimates are finalized, which will not occur until sometime after the Business Combination. Some of these revisions could be significant.

The Unaudited Pro Forma Condensed Combined Financial Information does not reflect future events that may occur, including the costs related to a potential integration and any future nonrecurring charges resulting from the Business Combination, and does not consider potential impacts of current market conditions on revenues or expense efficiencies. The Unaudited Pro Forma Condensed Combined Financial Information is based in part on certain assumptions that management believes is reasonable under the circumstances that are described in the notes thereto. Such assumptions may not prove to be accurate over time.

The Merger process could adversely affect the business relationships and employee relationships of Spark, Affinitas or their respective subsidiaries as such relationships may be subject to disruptions due to uncertainty associated with the Business Combination, which could have an adverse effect on the operating results, cash flows and financial position of Spark, Affinitas and, following the consummation of the Business Combination, New Spark.

Parties with which Spark, Affinitas or their respective subsidiaries do business may experience uncertainty associated with the Business Combination and related transactions, including with respect to current or future business relationships with Spark, Affinitas, their respective subsidiaries or New Spark. The business relationships of Spark, Affinitas or their respective subsidiaries may be subject to disruption as suppliers and other persons with whom Spark, Affinitas or their respective subsidiaries have a business relationship may delay or defer certain business decisions or might decide to seek to terminate, change or renegotiate their relationships with Spark, Affinitas or their respective subsidiaries, as applicable. In addition, certain pre-Business Combination customers or vendors of Spark and Affinitas may decide to terminate their relationship once the companies are combined for a number of reasons, including the potential that they cannot maintain their relationship with both the combined company and its competitors. Failure to maintain any relationships upon which Spark or Affinitas rely could adversely affect the combined company's business, financial results and prospects.

The process relating to the Merger could also cause disruptions in the employee relationships of Spark, Affinitas or their subsidiaries, which could have an adverse effect on the operating results, cash flows and financial position of Spark, Affinitas and, following the consummation of the Business Combination, New Spark. Among other things, uncertainty as to whether the Business Combination will be completed may affect Spark and Affinitas's ability to recruit prospective employees or to retain and motivate existing employees.

The Merger Agreement restricts the parties from taking certain strategic and other actions prior to the consummation of the Business Combination.

The Merger Agreement restricts each of Spark and Affinitas, without the other party's consent and subject to certain exceptions, from making certain acquisitions and taking other key corporate actions regarding, among other things, dividends and other distributions, issuances of securities, amendments to organizational documents, changes to accounting methods, and arrangements regarding loans and debt, until the Business Combination is consummated. These restrictions may prevent Spark and Affinitas from pursuing otherwise attractive business opportunities and making other changes to their respective businesses that may arise prior to consummation of the Business Combination or termination of the Merger Agreement.

Any delay in completing the Business Combination may reduce or eliminate the benefits expected to be achieved as a result of the Business Combination.

The consummation of the Business Combination is subject to a number of conditions set forth in the Merger Agreement, some of which are beyond the control of both Affinitas and Spark, and any of which may prevent, delay or otherwise materially adversely affect the consummation of the Business Combination. The consummation of the Business Combination is conditioned upon, among other conditions, the receipt of the requisite approval of the Spark Stockholders, the absence of any law, or any order, injunction,

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judgment, decree or other action by a governmental entity which would prohibit or make illegal the consummation of the Business Combination in accordance with the terms of the Merger Agreement and consummation of the Affinitas Share Transfer and Affinitas Share Exchange. It cannot be predicted whether or when these conditions will be satisfied. For example, even if Spark Stockholders approve the Merger, any delay in the consummation of the Affinitas Share Transfer and Affinitas Share Exchange, each of which require Affinitas and certain third parties to take specific actions and steps under German law, would delay the completion of the Business Combination. Any delay in completing the Business Combination could prevent or delay the combined company from realizing some of the anticipated cost savings, synergies, growth opportunities and other benefits expected to be achieved, if the Business Combination is successfully completed within the expected time frame. See “The Agreement and Plan of Merger” for more information about the conditions to closing.

Spark’s business and the Spark Shares may be adversely impacted if the Business Combination is not consummated. There can be no assurance that the Business Combination will occur, as the Business Combination is subject to certain conditions, including those named above. See “— Any delay in completing the Business Combination may reduce or eliminate the benefits expected to be achieved as a result of the Business Combination.” The failure to consummate the Business Combination could cause the price of the Spark Shares to fall after termination of the Merger Agreement to the extent that the current market price of the Spark Shares reflects an assumption that the Business Combination will be completed.

If the Merger Agreement is terminated, Spark’s business may have been adversely affected by the failure to pursue other beneficial opportunities due to the focus of management on the Merger, without realizing any of the anticipated benefits of completing the Merger.

Costs relating to the Merger, such as legal, accounting and financial advisory fees, must be paid even if the Merger is not completed. Further, a failed transaction may result in negative publicity and/or a negative impression of Spark in the investment community and may affect Spark’s relationship with vendors, creditors and other partners in the business community. Employees may similarly be affected by any such negative publicity and/or negative impression of Spark, and Spark may experience an increase in employee departures. If the Merger Agreement is terminated and the Spark Board seeks another merger or business combination, Spark Stockholders cannot be certain that Spark will be able to find a party willing to pay the equivalent or greater consideration than that which Affinitas has agreed to pay with respect to the Merger.

Spark is limited in its ability to require the closure of the Merger by the terms of the Merger Agreement. In addition, under circumstances defined in the Merger Agreement, if the Merger Agreement is terminated, Spark may be required to pay a one-time fee equal to the greater of \$1,500,000 or the fees and expenses of Affinitas related to the Business Combination. See “Proposal One — Adoption of the Agreement and Plan of Merger — The Agreement and Plan of Merger — Expenses; Termination Fees.” No assurance can be provided that the conditions to the completion of the Merger will be satisfied, and certain conditions to completion of the Merger are outside of Spark’s control. For example, even if Spark Stockholders approve the Merger, Affinitas and certain third parties must take specific actions and steps under German law to effect the Affinitas Share Transfer and Affinitas Share Exchange, which are conditions to completion of the Merger. If the Merger is not completed by January 31, 2018, either Spark or Affinitas may choose to terminate the Merger Agreement.

Officers and directors of Spark may have certain interests in the combination of the companies that may be different from, or in addition to, interests of other Spark Stockholders.

Spark officers and directors may have certain interests in the combination of the companies that may be different from, or in addition to, interests of other Spark Stockholders that may have influenced their decision to approve the Business Combination. These interests may include, but are not limited to, the continued engagement and/or employment, as applicable, of certain executive officers of Spark and the continued positions of certain directors of Spark as board members of New Spark following consummation of the Business Combination. For instance, Robert O’Hare, the current Chief Financial Officer of Spark, will serve as a New Spark executive officer following the Business Combination. These interests also include the treatment in the Business Combination of Spark RSUs, Spark Restricted Stock

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Awards, Spark Stock Options and other equity awards held by these directors and executive officers. Spark Stockholders should be aware of these interests when considering the Spark Board recommendation to adopt the Merger Agreement. See “Proposal One — Adoption of the Agreement and Plan of Merger — Financial Interests of Spark’s Directors and Officers in the Merger and other Aspects of the Business Combination” and “The Agreement and Plan of Merger — Treatment of Spark Equity Awards” for additional information.

The value of the New Spark ADSs received upon the consummation of the Business Combination may be less than the value of the Spark Shares as of the date of this proxy statement/prospectus or the date of the Special Meeting. The consideration that holders of Spark Shares will be entitled to receive per Spark Share is fixed at the Adjustment Ratio and will not be adjusted in the event of any changes in the price of Spark Shares prior to the Business Combination. There may be a significant amount of time between the date when the Spark Stockholders vote on the Merger Agreement at the Special Meeting and the date when the Business Combination is consummated. The price per Spark Share may vary significantly between the date of this proxy statement/prospectus, the date of the Special Meeting and the date of the consummation of the Business Combination. These variations may be caused by, among other things, changes in the businesses, operations, results or prospects of Spark and/or Affinitas, market expectations of the likelihood that the Business Combination will be consummated and the timing of consummation, the prospects of post-Business Combination operations, general market and economic conditions and other factors. In addition, it is impossible to predict accurately the market price of the New Spark ADSs to be received by Spark Stockholders after the consummation of the Business Combination. Accordingly, the price of Spark Shares on the date of this proxy statement/prospectus and on the date of the Special Meeting may not be indicative of the price of Spark Shares immediately prior to consummation of the Business Combination and the price of New Spark ADSs after the Business Combination is consummated.

Investors who own Spark Shares but who do not wish to hold New Spark ADSs may sell the New Spark ADSs they receive or expect to receive in the Business Combination or sell their Spark Shares prior to the consummation of the Business Combination. This may put downward pressure on the market price of the New Spark ADSs that holders of Spark Shares will receive in the Business Combination.

Some Spark Stockholders may wish to sell their Spark Shares prior to the consummation of the Business Combination, or the New Spark ADSs that they will receive in the Business Combination, for any number of reasons, including that the combined business to be operated by New Spark does not fit within their investment strategy. In addition, the market price of the Spark Shares may be adversely affected by arbitrage activities prior to the consummation of the Business Combination. These sales or the prospect of future sales, as well as arbitrage activity, could adversely affect the market price for Spark Shares prior to the Business Combination and New Spark ADSs immediately following the Business Combination.

The opinion of Spark’s financial advisor will not reflect changes in circumstances between the date of the opinion and the completion of the Merger.

The Spark Board received an opinion from B. Riley, its financial advisor, in connection with its determination to approve the Merger. Spark has not obtained an updated opinion from its financial advisor as of the date of this proxy statement/prospectus and does not expect to receive an updated opinion prior to completion of the Business Combination. Changes in the operations and prospects of Spark or Affinitas, general market and economic conditions and other factors that may be beyond the control of Spark or Affinitas, and on which the financial advisor’s opinion was based, may affect the value of Spark and the price of Spark Shares by the time the Merger is completed. The opinion does not speak as of the time the Merger will be completed or as of any date other than April 30, 2017, which is the date of the opinion. Because the financial advisor will not be updating its opinion, the opinion will not address the fairness from a financial point of view of the Adjustment Ratio to Spark Stockholders at the time the Merger is completed. For a description of the opinion that the Spark Board received from its financial advisor, see “Proposal One — Adoption of the Agreement and Plan of Merger — Opinion of Spark’s Financial Advisor.”

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After the Business Combination, holders of Spark Shares will have a significantly lower ownership and voting interest in New Spark than they currently have in Spark and will exercise less influence over management.

Based on the number of New Spark Ordinary Shares to be issued in the Affinitas Share Transfer and the Affinitas Share Exchange and the number of fully diluted Spark Shares outstanding as of May 1, 2017, the last trading day before the Merger Agreement was announced, New Spark estimates that the former holders of Spark Shares will own approximately 25% of New Spark after the completion of the Business Combination. Consequently, former holders of Spark Shares will have less influence over the management and policies of New Spark than they currently have over the management and policies of Spark. This risk will be exacerbated by the fact that current holders of Spark Shares will not own New Spark Ordinary Shares directly but instead will own New Spark ADSs. See “Comparison of Rights of Stockholders of Spark and Stockholders of New Spark” and “Description of the New Spark American Depositary Shares.”

Shareholder litigation against Spark, its directors and/or Affinitas could delay or prevent the Merger and cause Spark and/or Affinitas to incur significant costs and expenses.

Transactions such as the Merger are often subject to lawsuits by shareholders. Conditions to the closing of the Merger require that no temporary restraining order, preliminary or permanent injunction or other order shall have been issued by any court or other governmental authority of competent jurisdiction and remain in effect that has the effect of prohibiting or preventing or making illegal the consummation of the Merger. No assurance can be provided as to the outcome of any potential lawsuits, including the costs associated with defending any claims or any other liabilities that may be incurred in connection with any litigation or settlement of lawsuits.

Risks Relating to Spark

Spark’s growth rates may continue to decline and its operating margins could deteriorate; its business, financial condition and results of operations may be adversely affected by a slowdown or contraction in the economy.

Between 2007 and 2010, and during 2014 through June 30, 2017, Spark’s revenue declined and it may decline again in the future. It is possible that Spark’s operating margins will deteriorate if revenue growth does not exceed planned increases in expenditures for all aspects of the business in an increasingly competitive environment, including sales and marketing, development, technical operations and general and administrative expenses.

Spark’s member and paying subscriber base is composed of individual consumers and in the event of a continued prolonged economic downturn in the United States or in the international markets in which spending by individual consumers drops significantly, Spark’s current and potential subscribers may be unable or unwilling to subscribe to Spark’s services and the business may be negatively affected. In addition, the current or future tightening of credit in financial markets could result in a decrease in demand for Spark’s products and services if subscribers do not have access to credit. To the extent the overall economy deteriorates or does not improve, Spark may lose existing members and paying subscribers and fail to attract new members and paying subscribers, which could adversely affect Spark’s business, financial condition and results of operations.

If Spark does not successfully implement its new information technology platform, Spark’s financial performance could be adversely affected.

Spark has undertaken a process of transforming its technological infrastructure and implementing new systems that will impact its applications and websites. Implementing new systems carries substantial risk, including implementation delays, cost overruns, disruption of operations, potential loss of data or information, and lower customer satisfaction resulting in lost customers or sales. If Spark does not implement these systems successfully, Spark’s ability to perform key business processes could be disrupted and Spark’s financial performance could be adversely affected.

Spark has significant operating losses and may incur additional losses in the future.

Spark has historically generated significant operating losses. As of June 30, 2017, Spark had an accumulated deficit of approximately \$(70.5) million. Spark incurred net losses of approximately \$(4.6) million and \$(3.1) million for the six months ended June 30, 2017 and 2016, respectively. If Spark’s revenue

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does not grow at a substantially faster rate than its operating expenses, or if operating expenses are higher than Spark anticipates, or if revenue continues to decline but operating expenses increase, Spark may not be profitable and may incur additional losses, which could be significant.

Spark needs to maintain or increase the number of average paying subscribers to maintain or increase its current level of revenue.

The majority of Spark's revenue is generated by internet users that pay Spark a subscription fee. One of Spark's key performance metrics focuses on the average number of paying subscribers in a given period. The number of monthly average paying subscribers is calculated as the sum of the paying subscribers at the beginning and end of the month, divided by two. Average paying subscribers for periods longer than one month are calculated as the sum of the average paying subscribers for each month, divided by the number of months in the period. Internet users, in general, and users of online personals services specifically, freely navigate and use the services offered by a variety of websites. There can be no assurance that Spark's monthly average paying subscriber numbers will remain at consistent levels, and they may decrease in the future, thus decreasing Spark's revenue. In the first six months ended June 30, 2017, average paying subscribers decreased 37.0% and revenue decreased 26.7% compared to the first six months ended June 30, 2016. If Spark does not constantly attract new paying subscribers at a faster rate than subscription terminations, Spark's average paying subscribers will decrease and Spark will not be able to maintain or increase its current level of revenue.

Spark's business depends on establishing and maintaining strong brands and if Spark is not able to maintain and enhance its brands, it may be unable to expand or maintain its member and paying subscriber bases.

Spark believes that establishing and maintaining its brands is critical to its efforts to attract and expand its member and paying subscriber bases. Spark believes that the importance of brand recognition will continue to increase, given the growing number of Internet sites and the low barriers to entry for companies offering online personals services. To attract and retain members and paying subscribers, and to promote and maintain Spark's brands in response to competitive pressures, Spark may have to substantially increase its financial commitment to creating and maintaining distinct brand loyalty among these groups. If visitors, members and paying subscribers to Spark websites and affiliate and distribution associates do not perceive the existing services to be of high quality, or if Spark introduces new services or enters into new business ventures that are not favorably received by such parties, the value of the Spark brands could be diluted, thereby decreasing the attractiveness of its websites to such parties. As a result, Spark's results of operations may be adversely affected by decreased brand recognition.

Spark's growth and profitability rely, in part, on its ability to attract and retain users through cost-effective marketing efforts. Any failure in these efforts could adversely affect its business, financial condition, and results of operations. Attracting and retaining users for Spark's dating products involves considerable expenditures for online and offline marketing. Historically, Spark has had to increase its marketing expenditures over time in order to attract and retain users and sustain growth.

Evolving consumer behavior can affect the availability of profitable marketing opportunities. For example, as traditional television viewership declines and as consumers spend more time on mobile devices rather than desktop computers, the reach of many of Spark's traditional advertising channels is contracting. Similarly, as consumers communicate less via email and more via text messaging and other virtual means, the reach of email campaigns designed to attract new and repeat users (and retain current users) for Spark dating products is adversely impacted. To continue to reach potential users and grow the businesses, Spark must identify and devote more overall marketing expenditures to newer advertising channels, such as mobile and online video platforms, as well as targeted campaigns in which Spark communicates directly with potential, former, and current users via new virtual means. Generally, the opportunities in and sophistication of newer advertising channels are relatively undeveloped and unproven, and there can be no assurance that Spark will be able to continue to appropriately manage and fine-tune its marketing efforts in response to these and other trends in the advertising industry. Any failure to do so could adversely affect Spark's business, financial condition, and results of operations.

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Moreover, Spark is currently reworking its technology systems to provide for an ability to enable it to better track the success and profitability of marketing efforts. It may be determined that none of the current or historical marketing channels or efforts are profitable, which would lead Spark to a position where it needs a completely new marketing strategy. There can be no assurances that Spark will be able to identify or implement a marketing strategy that profitably adds customers. In such a case, Spark's business, operations and prospects would be materially and negatively impacted.

If Spark's efforts to attract new members, convert members into paying subscribers and retain paying subscribers are not successful, its revenue and operating results will suffer.

Spark's future growth depends on its ability to attract new members, convert members into paying subscribers and retain paying subscribers. This in turn depends on its ability to deliver a high-quality online personals experience to these members and paying subscribers. As a result, Spark must continue to invest significant resources in order to enhance its existing products and services and introduce new high-quality products and services that people will use. If Spark is unable to predict user preferences or industry changes, or if Spark is unable to modify products and services on a timely basis, Spark may lose existing members and paying subscribers and may fail to attract new members and paying subscribers. Spark's revenue and expenses will also be adversely affected if its innovations are not responsive to the needs of its members and paying subscribers or are not brought to market in an effective or timely manner.

Subscriber acquisition costs vary depending upon prevailing market conditions and may increase significantly in the future.

Costs for Spark to acquire paying subscribers are dependent, in part, upon its ability to purchase advertising at a reasonable cost. Spark's advertising costs vary over time, depending upon a number of factors, many of which are beyond the control of Spark. Historically, Spark has used online and offline advertising as the primary means of marketing its services. During 2016 and the first six months ended June 30, 2017, Spark's cost of revenue substantially decreased, primarily as a result of lower direct marketing expenses related to its Christian Networks.

Costs of online and/or offline advertising may continue to increase. If Spark is not able to reduce other operating costs, increase paying subscriber base or increase revenue per paying subscriber to offset these increases, its profitability will be adversely affected.

In addition, costs to acquire subscribers may increase if Spark raises prices on its websites or attempts to further monetize its mobile applications, as potential customers may be slower or more reluctant to purchase higher-priced services.

Efforts to capitalize upon opportunities to expand into new products and services may fail and could result in a loss of capital and other valuable resources.

Spark may decide to expand into new products and services to increase its revenue base. If Spark expands into such offerings, management's time and attention will be less focused on Spark's existing businesses and will require it to invest significant capital resources. The results of any expansion efforts into new products and services are unpredictable, and there is no guarantee that any efforts will have a positive effect on Spark's revenue base. Spark faces many risks associated with any expansion of Spark's business into new products and services, including but not limited to the following:

- competition from pre-existing competitors with significantly stronger brand recognition in the markets Spark enters;
- improper evaluation of the potential of such products and services;
- diversion of capital and other valuable resources away from Spark's core business; and
- forgoing opportunities that are potentially more profitable.

If Spark fails to keep pace with rapid technological change, its competitive position will suffer.

Spark operates in a market characterized by rapidly changing technologies, evolving industry standards, frequent new product and service announcements, enhancements and changing customer

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demands. Accordingly, its performance will depend on its ability to adapt to rapidly changing technologies and industry standards, and its ability to continually improve the speed, performance, features, ease of use and reliability of its services in response to both evolving demands of the marketplace and competitive service and product offerings. There have been occasions when Spark has not been as responsive as many competitors in adapting its services to changing industry standards and the needs of its members and paying subscribers. Spark's industry has been subject to constant innovation and competition. New features are introduced by one competitor, and if they are perceived as attractive to users, other competitors replicate such new features. Over the last few years, such new feature introductions in the industry have included instant messaging, message boards, E-cards, personality profiles and mobile content delivery. Introducing new technologies into Spark's systems involves numerous technical challenges, substantial amounts of capital and personnel resources and often takes many months to complete. Spark intends to continue to devote efforts and funds toward the development of additional technologies and services. For example, in 2016 and 2015 Spark introduced a number of new features, and Spark anticipates the introduction of additional features in 2017 and beyond. Spark may not be able to effectively integrate new technologies into its websites on a timely basis or at all, which may degrade the responsiveness and speed of such websites. Such technologies, even if integrated, may not function as expected.

The business of Spark depends on its server and network hardware and software and its ability to obtain network capacity; the current safeguard systems may be inadequate to prevent an interruption in the availability of Spark services.

The performance of Spark's server and networking hardware and software infrastructure is critical to its business and reputation, to its ability to attract visitors and members to its websites, to convert them into paying subscribers and to retain paying subscribers. An unexpected and/or substantial increase in the use of Spark's websites could strain the capacity of its systems, which could lead to a slower response time or system failures. Although Spark has not recently experienced any significant delays, any future slowdowns or system failures could adversely affect the speed and responsiveness of its websites and would diminish the experience for visitors, members and paying subscribers. Spark faces risks related to its ability to scale up to potential increased customer levels while maintaining superior performance. If the usage of Spark's websites substantially increases, Spark may need to purchase additional servers and networking equipment and services to maintain adequate data transmission speeds, the availability of which may be limited or the cost of which may be significant. Any system failure that causes an interruption in service or a decrease in the responsiveness of Spark's websites could reduce traffic on the websites and, if sustained or repeated, could impair the reputation and the attractiveness of the Spark brands as well as reduce revenue and negatively impact operating results.

Spark is also in the process of integrating its hardware systems and software applications between the JDate.com and ChristianMingle.com segments. There can be no assurance that such integration will not cause disruptions in the business, and any such disruption could have a material adverse effect on Spark's results of operations and financial condition. Further, any delay in the timing could decrease and/or delay expense savings expected in respect of such integration, and any such disruption could have a material adverse effect on Spark's results of operations and financial condition.

Furthermore, Spark relies on many different hardware systems and software applications, some of which have been developed internally. If these hardware systems or software applications fail, it would adversely affect Spark's ability to provide services. If Spark is unable to protect its data from loss or electronic or magnetic corruption, or if Spark receives a significant unexpected increase in usage and is not able to rapidly expand its transaction-processing systems and network infrastructure without any systems interruptions, it could seriously harm Spark's business and reputation. Spark has experienced occasional systems interruptions in the past as a result of unexpected increases in usage, and there can be no assurance that Spark will not incur similar or more serious interruptions in the future. From time to time, Spark and its websites may be subject to delays and interruptions due to software viruses, or variants thereof, such as internet worms.

In addition, Spark does not have a "high availability" disaster recovery system, which means in the event of any catastrophic failure involving its websites, Spark may be unable to serve its web traffic for a significant period of time. Spark websites primarily operate from a single site located in Southern

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California. Any system failure, including network, software or hardware failure, that causes an interruption in the delivery of Spark's websites and services or a decrease in responsiveness of its services would result in reduced visitor traffic, reduced revenue and would adversely affect Spark's reputation and brands.

Spark may not be able to protect its systems, infrastructure and technologies from cyber-attacks. In addition, Spark may be adversely affected by cyber-attacks experienced by third parties. Any disruption of Spark's systems, infrastructure and technologies, or compromise of its user data or other information, due to cyber-attacks could have an adverse effect on Spark's business, reputation, brands, financial condition and results of operations.

Spark's reputation and ability to attract, retain and serve its members is dependent upon the reliable performance and security of its computer systems and those of third parties that Spark utilizes in its operations and the protection of confidential information about Spark and sensitive information provided by its members. The incidence of malicious technology-related events, such as cyber-attacks, computer hacking, computer viruses, worms or other destructive or disruptive software, distributed denial of service attacks or other malicious activities (or any combination of these events) is on the rise worldwide and constantly evolving. From time to time, Spark may become the victim of these types of attacks.

Spark's computer systems and those of third parties it uses in its operations are vulnerable to cybersecurity risks, including cyber-attacks such as computer viruses, denial of service attacks, physical or electronic break-ins and similar disruptions. These systems periodically experience directed attacks intended to lead to interruptions and delays in Spark's service and operations as well as loss, misuse or theft of data. Any attempt by hackers to obtain Spark's data, disrupt its service, or otherwise access its systems, or those of third parties Spark uses, if successful, could harm Spark's business, be expensive to remedy and damage Spark's reputation. While Spark continuously develops and maintains systems to detect and prevent events of this nature from impacting its various businesses, these efforts are costly and require ongoing monitoring and updating as technologies change and efforts to overcome preventative security measures become more sophisticated. Despite these efforts, there can be no assurances that these events will not occur in the future and if they do occur, will not have an adverse effect on Spark's business, financial condition and results of operations.

Furthermore, Spark may become the victim of security breaches, such as the misappropriation, misuse, leakage, falsification or accidental release or loss of user, customer or vendor data maintained in its information technology systems or those of third parties with whom Spark does business (or upon whom Spark otherwise relies in connection with its day-to-day operations).

Any cyber-attack or security breach Spark experiences could prevent Spark from providing products and services, damage its reputation, erode its brands and/or be costly to remedy, as well as result in a degradation of products and services and/or cause damage to Spark's systems, infrastructure, technologies and data. Even if Spark does not experience such events, the impact of any such events experienced by third parties with whom Spark does business (or upon whom Spark otherwise relies in connection with its day-to-day operations) could have a similar effect.

Moreover, even cyber-attacks and security breaches that do not impact Spark directly may result in a loss of consumer confidence generally, which could result in decreased likelihood of the use of Spark's products and services.

Spark depends, in part, upon arrangements with third parties to drive traffic to its various websites.

Spark engages in a variety of activities designed to attract traffic to its various websites and convert visitors into members and paying subscribers. How successful Spark is in these efforts depends, in part, upon Spark's continued ability to enter into arrangements with third parties to drive traffic to its various websites and its oversight of such third parties to ensure that they are appropriately communicating with online users. Pursuant to these arrangements, third parties generally promote Spark services on their websites or through e-mail campaigns and Spark pays them based upon a variety of arrangements (cost per registration, cost per one thousand impressions, a percentage of sales, etc.). Depending on how a third party communicates with online users via email, third-party email service providers could treat such email campaign as spam, and ultimately limit Spark's ability to communicate with its members and paying subscribers via email.

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These arrangements are generally not exclusive, are short-term in nature and are generally terminable by either party given notice. If existing arrangements with third parties are terminated (or are not renewed upon their expiration) and Spark fails to replace this traffic and related revenues, or if Spark is unable to enter into new arrangements with existing and/or new third parties in response to industry trends, or if such third parties improperly manage email campaigns, Spark's business, financial condition and results of operations could be adversely affected.

Spark relies on a number of third-party providers and their failure or unwillingness to continue to perform could harm Spark.

Spark relies on third parties to provide important services and technologies to Spark, including third parties that manage and monitor its offsite data center located in Southern California, ISPs, search engine marketing providers and credit card processors. In addition, Spark licenses technologies from third parties to facilitate its ability to provide services. Any failure on the part of Spark to comply with the terms of these licenses could result in the loss of its rights to continue using the licensed technology, and Spark could experience difficulties obtaining licenses for alternative technologies. Furthermore, any failure of these third parties to provide these and other services, any errors, failures, interruptions or delays associated with licensed technologies and any violations of ISP standards by email providers, could significantly harm Spark's business. For example, during the first quarter of 2014, some of Spark's email affiliates conducted their business in violation of Spark's terms and conditions and in a manner considered unacceptable by certain email internet service providers. As a result, for a significant portion of the first quarter of 2014, certain internet service providers either prevented emails sent by Spark from reaching Spark's members or placed Spark's emails into the members' email spam boxes. The reduction of email communication from Spark to its members negatively affected Spark's ability to convert non-paying members into paying subscribers and affected Spark's results of operations for the year. Currently, however, Spark is not aware of any errors, failures, interruptions, delays or violations of its third-party providers that could result in any impact to Spark's financial position or results of operations. Any financial or other difficulties Spark providers face may have negative effects on Spark's business, the nature and extent of which cannot be predicted. Except to the extent of the terms of Spark's contracts with such third party providers, Spark exercises little or no control over them, which increases vulnerability to problems with the services and technologies provided and licensed to Spark. In addition, if any fees charged by third-party providers were to substantially increase, such as if ISPs began charging Spark for emails sent by its paying subscribers to other members or paying subscribers, Spark could incur significant additional losses.

Spark may not be effective in protecting its Internet domain names or proprietary rights upon which its business relies or in avoiding intellectual property infringement claims.

Spark regards substantial elements of its websites and the underlying technology as proprietary, and attempt to protect them by relying on trademark, service mark, copyright, patent and trade secret laws and restrictions on disclosure and transferring title and other methods. Spark also generally enters into confidentiality agreements with Spark employees and consultants, and generally seek to control access to and distribution of Spark's technology, documentation and other proprietary information. Despite these precautions, it may be possible for a third party to copy or otherwise obtain and use Spark's proprietary information without authorization or to develop similar or superior technology independently. Effective trademark, service mark, copyright, patent and trade secret protection may not be available in every country in which Spark services are distributed or made available through the Internet, and policing unauthorized use of Spark's proprietary information is difficult. Any such misappropriation or development of similar or superior technology by third parties could adversely impact Spark's profitability and future financial results.

Spark believes that Spark's websites, services, trademarks, patent and other proprietary technologies do not infringe upon the rights of third parties. However, there can be no assurance that Spark's business activities do not and will not infringe upon the proprietary rights of others, or that other parties will not assert infringement claims against Spark. Spark is aware that other parties utilize the "Spark" name, or other marks that incorporate it, and those parties may have rights to such marks that are superior to those of Spark. From time to time, Spark has been, and expects to continue to be, subject to claims in the ordinary course of business including claims of alleged infringement of the trademarks, service marks and

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other intellectual property rights of third parties by Spark. Although such claims have not resulted in any significant litigation or had a material adverse effect on Spark's business to date, any such claims and resultant litigation might subject Spark to temporary injunctive restrictions on the use of its products, services or brand names and could result in significant liability for damages for intellectual property infringement, require Spark to enter into royalty agreements, or restrict Spark from using infringing software, services, trademarks, patents or technologies in the future. Even if not meritorious, such litigation could be time-consuming and expensive and could result in the diversion of management's time and attention away from Spark's day-to-day business.

Spark currently holds various web domain names related to its brands and in the future may acquire new web domain names. The regulation of domain names in the United States and in foreign countries is subject to change. Governing bodies may establish additional top level domains, appoint additional domain name registrars or modify the requirements for holding domain names. As a result, Spark may be unable to acquire or maintain relevant domain names in all countries in which it conducts business. Furthermore, the relationship between regulations governing domain names and laws protecting trademarks and similar proprietary rights is unclear. Spark may be unable to prevent third parties from acquiring domain names that are similar to, infringe upon or otherwise decrease the value of Spark's existing trademarks and other proprietary rights or those Spark may seek to acquire. Any such inability to protect such existing trademarks and other proprietary rights could cause Spark to lose a significant portion of its members and paying subscribers to competitors.

Spark may face potential liability, loss of users and damage to its reputation for violation of its privacy policy or privacy laws and regulations or be required to change its business practices in an adverse manner.

Spark's privacy policy prohibits the sale or disclosure to any third party of any member's personal identifying information, except to the extent expressly set forth in the policy. Growing public concern about privacy and the collection, distribution and use of information about individuals may subject Spark to increased regulatory scrutiny and/or litigation. In the past, the Federal Trade Commission has investigated companies that have used personally identifiable information without permission or in violation of a stated privacy policy. If Spark is accused of violating the stated terms of its privacy policy, Spark may be forced to expend significant amounts of financial and managerial resources to defend against these accusations and may face potential liability. Spark's membership database holds confidential information concerning its members, and Spark could be sued if any of that information is misappropriated or if a court determines that Spark has failed to protect that information.

In addition, Spark's affiliates handle personally identifiable information pertaining to Spark's members and paying subscribers. Both Spark and its affiliates are subject to laws and regulations related to Internet communications, consumer protection, advertising, privacy, security and data protection. For example, Spark is subject to the CAN-SPAM Act of 2003, California's Information Practice Act, which requires notification to users when there is a security breach of personal data, and other state regulations that impose additional requirements on data protection, such as the requirement to encrypt data sent over the Internet. If Spark or its affiliates are found to be in violation of these laws and regulations, Spark may become subject to administrative fines or litigation or be required to change its data practices, which could materially increase expenses, adversely affect Spark's results of operations and cause the value of the New Spark ADSs to decline.

Proposed legislation concerning data protection is currently pending at the U.S. federal and state level as well as in certain foreign jurisdiction. In addition, the interpretation and application of data protection laws in Europe, the United States and elsewhere are still uncertain. It is possible that these laws may be interpreted and applied in a manner that is inconsistent with Spark's data practices. If so, in addition to the possibility of fines, this could result in an order requiring that Spark change its data practices, which could have an adverse effect on Spark's business. Complying with these laws as they evolve could cause Spark to incur substantial costs or require Spark to change its business practices in a manner adverse to its business.

Spark may be liable as a result of information retrieved from or transmitted over the Internet.

Spark may be sued for defamation, civil rights infringement, negligence, copyright or trademark infringement, invasion of privacy, personal injury, product liability or under other legal theories relating to information that is published or made available on its websites and the other sites linked to it. These types

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of claims have been brought, sometimes successfully, against online services in the past. Spark also offers messaging services on its websites and sends emails directly and through third parties, which may subject it to potential risks, such as liabilities or claims resulting from unsolicited email or spamming, lost or misdirected messages, security breaches, illegal or fraudulent use of email or personal information or interruptions or delays in email service. Spark's insurance does not specifically provide for coverage of these types of claims and, therefore, may be inadequate to protect Spark against them. In addition, Spark could incur significant costs in investigating and defending such claims, even if Spark ultimately is not held liable. If any of these events occurs, Spark's revenue could be materially adversely affected or Spark could incur significant additional expense, and the market price of the New Spark ADSs may decline.

Spark's business could be significantly impacted by the occurrence of natural disasters and other catastrophic events. Spark's operations depend upon its ability to maintain and protect its network infrastructure, hardware systems and software applications, which are housed primarily at data centers located in Southern California that are managed by a third party. Spark's business is therefore susceptible to earthquakes, tsunamis and other catastrophic events, including acts of terrorism. Spark currently does not possess a "high availability" disaster recovery system. As a result, outages and downtime caused by natural disasters and other events out of its control, which affect Spark's systems or data centers, could adversely affect Spark's reputation, brands and business.

Spark holds a fixed amount of insurance coverage, and if Spark was found liable for an uninsured claim, or claim in excess of its insurance limits, Spark may be forced to expend significant capital to resolve the uninsured claim. Spark contracts for a fixed amount of insurance to cover potential risks and liabilities, including, but not limited to, cyber liability, property and casualty insurance, general liability insurance and errors and omissions liability insurance. If Spark decides to pursue obtaining additional insurance coverage in the future, it is possible that (1) Spark may not be able to get enough insurance to meet its needs; (2) Spark may have to pay very high premiums for the additional coverage; (3) Spark may not be able to acquire any insurance for certain types of business risk; or (4) Spark may have gaps in coverage for certain risks. This could leave us exposed to potential uninsured claims for which Spark could have to expend significant amounts of capital resources. Consequently, if Spark was found liable for a significant uninsured claim in the future, Spark may be forced to expend a significant amount of operating capital to resolve the uninsured claim.

Spark's services may not be well-suited to many alternate web access devices, and as a result the growth of its business could be negatively affected.

The number of people who access the Internet through devices other than desktop and laptop computers, including mobile telephones, tablets, and other handheld computing devices, has increased dramatically in the past several years, and Spark expects this growth to continue. The smaller screen and keyboard sizes and reduced functionality currently associated with such devices may make the use of Spark's services through such devices more difficult and generally impairs the member experience relative to access via desktop and laptop computers. If Spark is unable to attract and retain a substantial number of such device users to its online services or if Spark is unable to develop services that are more compatible with such devices in a timely fashion, Spark's growth could be adversely affected.

Spark's network is vulnerable to security breaches and inappropriate use by Internet users, which could disrupt or deter future use of its services.

Concerns over the security of transactions conducted on the Internet and the privacy of users may inhibit the growth of the Internet and other online services generally, and online commerce services, like Spark, in particular. To date, Spark has not experienced any material breach of its security systems; however, a failure by Spark to effectively prevent security breaches could significantly harm Spark's business, reputation and results of operations and could expose Spark to lawsuits by state and federal consumer protection agencies, by governmental authorities in the jurisdictions in which Spark operates, and by consumers. Anyone who is able to circumvent Spark's security measures could misappropriate

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proprietary information, including customer credit card and personal data, cause interruptions in Spark's operations or damage Spark's brand and reputation. Such breach of Spark's security measures could involve the disclosure of personally identifiable information and could expose Spark to a material risk of litigation, liability or governmental enforcement proceeding. There can be no assurances that Spark's financial systems and other technology resources are completely secure from security breaches or sabotage, and Spark has occasionally experienced security breaches and attempts at "hacking." Spark may be required to incur significant additional costs to protect against security breaches or to alleviate problems caused by such breaches. Any well-publicized compromise of Spark's security or the security of any other Internet provider could deter people from using Spark services or the Internet to conduct transactions that involve transmitting confidential information or downloading sensitive materials, which could have a detrimental impact on Spark's existing and potential customer base.

Computer viruses may cause delays or other service interruptions and could damage Spark's reputation, affect Spark's ability to provide services and adversely affect Spark's revenue. The inadvertent transmission of computer viruses could also expose Spark to a material risk of loss or litigation and possible liability. Moreover, if a computer virus affecting Spark system was highly publicized, Spark's reputation could be significantly damaged, resulting in the loss of current and future members and paying subscribers.

Spark faces certain risks related to the physical and emotional safety of its members and paying subscribers.

The nature of online personals services is such that Spark cannot control the actions of its members and paying subscribers in their communication or physical actions. There is a possibility that one or more of Spark's members or paying subscribers could be physically or emotionally harmed following interaction with another one of the members or paying subscribers. Spark warns its members and paying subscribers that Spark does not conduct background checks on other members and paying subscribers and, given Spark's lack of physical presence, Spark does not take any action to ensure personal safety on a meeting between members or paying subscribers arranged following contact initiated via its websites. If an unfortunate incident of this nature occurred in a meeting of two people following contact initiated on one of Spark's websites or a website of a competitor any resulting negative publicity could materially and adversely affect Spark or the online personals industry in general. Any such incident involving one of Spark's websites or mobile applications could damage Spark's reputation and brands. This, in turn, could adversely affect Spark's revenue and could cause the value of the New Spark ADSs to decline. In addition, the affected members or paying subscribers could initiate legal action against Spark, which could cause Spark to incur significant expense, whether Spark is successful or not, and damage Spark Network's reputation.

Spark is or may be subject to litigation and regulatory actions that may distract management and could have a material adverse effect on Spark's financial condition and results of operations.

Spark is or has been a party to various litigation claims and legal proceedings, including purported class action lawsuits and litigation involving its business operations and intellectual property. Spark may also be subject to regulatory actions and litigation based on its business operations. For example, Spark supplies online personals services and in many jurisdictions, companies deemed dating service providers are subject to additional regulation, while companies that provide personals services are not generally subject to similar regulation. Because personals services and dating services can seem similar, Spark is exposed to potential litigation, including class action lawsuits, associated with providing personals services. In the past, a small percentage of Spark members have alleged that Spark is a dating service provider, and, as a result, they claim that Spark is required to comply with regulations that include, but are not limited to, providing language in Spark contracts that may allow members to (1) rescind their contracts within a certain period of time, (2) demand reimbursement of a portion of the contract price if the member dies during the term of the contract and/or (3) cancel their contracts in the event of disability or relocation. If a court holds that Spark has provided and is providing dating services of the type the dating services regulations are intended to regulate, Spark may be required to comply with regulations associated with the dating services industry and be liable for any damages as a result of past non-compliance.

Previously, Spark was subject to three separate yet similar class action complaints filed against it in state court alleging violations of dating service statutes — one in each of Illinois, New York and California.

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Although all of the complaints were dismissed and are no longer subject to appeal, the opinion in the Illinois case provided that Spark is subject to the Illinois Dating Services Act and, as such, its subscription agreements violate the act and are void and unenforceable. This ruling may subject Spark to potential liability for claims brought by the Illinois Attorney General or customers that have been injured by such violation of the statute.

On August 6, 2017, UpMarket Projects Ltd (“UpMarket”) filed a civil action (“Complaint”) for breach of contract and unjust enrichment against Spark Networks USA, LLC (“Spark USA”) and against Spark Networks (Israel) Ltd. (“Spark Israel”) in Tel-Aviv District court, pursuant to which UpMarket demanded damages in the amount of 8,037,795 New Israeli Shekels, which is equivalent to approximately \$2,282,575 USD as of September 14, 2017. In addition, UpMarket filed a motion for a provisional attachment order (“Motion”) pursuant to which UpMarket asked the court to attach assets and funds in the amount of up to 8,037,795 New Israeli Shekels that are held in Israel by Spark USA and Spark Israel. On August 6, 2017, the court granted UpMarket’s motion for a provisional attachment (“Court’s Order”) pursuant to which the court ordered the freezing of assets and funds in Israel of Spark USA and Spark Israel in the sum of up to 6,000,000 New Israeli Shekels, which is equivalent to approximately \$1,703,881 USD as of September 14, 2017. Spark Israel and Spark USA were served with the Complaint, Motion and Court’s Order on August 8, 2017. In the statement of claim, UpMarket alleges that Spark USA materially breached a commercial contract between the parties by terminating such contract in contravention to its terms. On August 14, 2017, Spark Israel moved to remove the asset freeze and, on September 10, 2017 the court ordered the reduction of the asset freeze to 2,500,000 New Israeli Shekels, or approximately \$710,000 USD. In addition, Spark USA and Spark Israel intend to file a statement of defense (they can do so until September 30, 2017). UpMarket is entitled to file a rebuttal response to the statement of defense (15 days after it was served with the defense) and then the parties to the Complaint will initiate discovery proceedings and, in parallel, the court will set a pretrial hearing. As of August 12, 2017, Spark is unable to reasonably estimate the possibility of an unfavorable outcome, or the amount of liability that may result from this matter.

The defendants intend to defend vigorously against the above lawsuit. At this time, Spark’s management does not believe the above matter will have a material adverse effect on Spark’s results of operations or financial condition. However, no assurance can be given that this matter will be resolved in favor of the defendants.

Spark reviews the litigation and accrues appropriate amounts where necessary. These assessments and estimates are based on information available to management at the time and involve a significant amount of management judgment. As a result, actual outcomes or losses may differ materially from those envisioned by current assessments and estimates. Spark intends to defend vigorously against any litigation claims. However, no assurance can be given that these matters will be resolved in its favor and, depending on the outcome of these disputes, Spark may choose to alter Spark’s business practices. Our failure to successfully defend or settle litigation claims could result in liability that, to the extent not covered by insurance, could have a material adverse effect on Spark’s financial condition and results of operations. Furthermore, the defense of litigation claims may also be both time consuming and expensive.

Spark is exposed to risks associated with credit card fraud and credit payment, which, if not properly addressed, could increase its operating expenses.

Spark depends on the continuing availability of credit card usage to process subscriptions and this availability, in turn, depends on acceptable levels of chargebacks and fraud performance. Spark has suffered losses and may continue to suffer losses as a result of subscription orders placed with fraudulent credit card data, even though the associated financial institution approved payment. Under current credit card practices, a merchant is liable for fraudulent credit card transactions when, as is the case with the transactions Spark processes, that merchant does not obtain a cardholder’s signature. Spark’s failure to adequately control fraudulent credit card transactions would result in significantly higher credit card-related costs and, therefore, increase Spark’s operating expenses and may preclude Spark from accepting credit cards as a means of payment.

Spark faces risks associated with its dependence on computer and telecommunications infrastructure.

Spark’s services are dependent upon the use of the Internet and telephone and broadband communications to provide high-capacity data transmission without system downtime. There have been

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instances where regional and national telecommunications outages have caused Spark, and other Internet businesses, to experience systems interruptions. Any additional interruptions, delays or capacity problems experienced with telephone or broadband connections could adversely affect Spark's ability to provide services to its customers. The temporary or permanent loss of all, or a portion, of the telecommunications system could cause disruption to Spark's business activities and result in a loss of revenue. Additionally, the telecommunications industry is subject to regulatory control. Amendments to current regulations, which could affect Spark's telecommunications providers, could disrupt or adversely affect the profitability of Spark's business.

In addition, if any of Spark's current agreements with telecommunications providers were terminated, Spark may not be able to replace any terminated agreements with equally beneficial ones. There can be no assurance that Spark will be able to renew any of its current agreements when they expire or, if Spark is able to do so, that such renewals will be available on acceptable terms. Spark also does not know whether it will be able to enter into additional agreements or that any relationships, if entered into, will be on terms favorable to Spark.

Spark's business depends, in part, on the growth and maintenance of the Internet, and Spark's ability to provide services to its members and paying subscribers may be limited by outages, interruptions and diminished capacity of the Internet.

Spark's performance will depend, in part, on the continued growth and maintenance of the Internet. This includes maintenance of a reliable network backbone with the necessary speed, data capacity and security for providing reliable Internet services. Internet infrastructure may be unable to support the demands placed on it if the number of Internet users continues to increase, or if existing or future Internet users access the Internet more often or increase their bandwidth requirements. In addition, viruses, worms and similar programs may harm the performance of the Internet. Spark has no control over the third-party telecommunications, cable or other providers of access services to the Internet that its members and paying subscribers rely upon. There have been instances where regional and national telecommunications outages have caused Spark to experience service interruptions during which its members and paying subscribers could not access services. Any additional interruptions, delays or capacity problems experienced with any points of access between the Internet and Spark's members could adversely affect Spark's ability to provide services reliably to its members and paying subscribers. The temporary or permanent loss of all, or a portion, of Spark's services on the Internet, the Internet infrastructure generally, or members' and paying subscribers' ability to access the Internet could disrupt Spark's business activities, harm its business reputation, and result in a loss of revenue. Additionally, the Internet, electronic communications and telecommunications industries are subject to federal, state and foreign governmental regulation. New laws and regulations governing such matters could be enacted or amendments may be made to existing regulations at any time that could adversely impact Spark's services. Any such new laws, regulations or amendments to existing regulations could disrupt or adversely affect the profitability of Spark's business.

Spark relies on third-party platforms such as the Apple App Store and the Google Play Store to distribute its mobile applications and collect revenue. If Spark is unable to maintain a good relationship with such platform providers, if their terms and conditions or pricing changed to Spark's detriment, if Spark violates, or if a platform provider believes that Spark has violated, the terms and conditions of its platform, or if any of these platforms were unavailable for a prolonged period of time, Spark's business will suffer.

With the launch of Spark's portfolio of mobile applications, Spark has recognized an increasing amount of revenue from distribution of its subscriptions on the Apple App Store and the Google Play Store, where Spark relies on the payments processing systems of these platform providers. Spark is subject to their standard terms and conditions for application developers, which govern the promotion, distribution and operation of applications on their platforms. In addition, if Spark violates, or if a platform provider believes that Spark has violated, its terms and conditions, the particular platform provider may discontinue or limit Spark's access to that platform, which would harm Spark's business. Spark's business would be harmed if they discontinue or limit access to their platforms, if their platforms decline in popularity, if they modify their current discovery mechanisms, communication channels available to developers, respective terms of service or other policies, including fees, or change how the personal information of subscribers is made available to developers or develop their own competitive offerings.

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Spark is subject to burdensome government regulations and legal uncertainties affecting the Internet that could adversely affect Spark's business.

Spark's business is regulated by diverse and evolving laws and governmental authorities in the United States and other countries in which Spark operates. Legal uncertainties surrounding domestic and foreign government regulations could increase Spark's costs of doing business, require Spark to revise its services, prevent Spark from delivering its services over the Internet or slow the growth of the Internet, any of which could increase expenses, reduce revenue or cause revenue to grow at a slower rate than expected and materially adversely affect Spark's business, financial condition and results of operations. Laws and regulations related to Internet communications, security, privacy, intellectual property rights, commerce, taxation, entertainment, recruiting and advertising are becoming more prevalent, and new laws and regulations are under consideration by the United States Congress, state legislatures and foreign governments. For example, in recent years, legislation related to the use of background checks for users of online personals services was proposed in Ohio, Texas, California, Michigan, New Jersey, Florida and Virginia. The New Jersey legislature enacted such a law in 2008 and other state legislatures may still be considering the implementation of such legislation. The interpretation of the New Jersey statute as well as the enactment of any of these proposed laws could require Spark to alter its service offerings and could negatively impact performance by making it more difficult and costly to obtain new subscribers and may also subject Spark to additional liability for failure to properly screen subscribers. Additionally, statutes have been enacted in at least sixteen states regulating automatic renewals to varying degrees. Generally, these statutes require companies to disclose automatic renewal policies in a clear and conspicuous manner. In California, under California Business and Professions Code Section 17600, et seq., the statute prohibits retailers from charging a consumer's debit card, credit card, or bank account for ongoing orders without his/her explicit consent. Similar to its interpretation of the New Jersey statute, the interpretation of this statute could require Spark to alter its service offerings and could impact its service.

Promulgation of new laws, changes in current laws, the existence of ambiguous laws that are difficult to implement, changes in interpretations by courts and other governments officials of existing laws, Spark's inability or failure to comply with current or future laws or strict enforcement by current or future government officers of current or future laws could adversely affect Spark by reducing revenue, increasing operating expenses and exposing Spark to significant potential liabilities.

Furthermore, in part as a result of recent economic conditions, some states have begun to, and others may in the future, impose state taxes on services provided through the Internet, such as online personals, which will increase the cost of Spark's services and could adversely affect Spark's business. Any legislation and regulations enacted or newly enforced or restrictions arising from current or future government investigations or policy could dampen the growth in use of the Internet, generally, decrease the profitability of Internet related businesses and diminish the acceptance of the Internet as a communications, commercial, entertainment, recruiting and advertising medium. In addition to new laws and regulations being adopted, existing laws that are not currently being applied to the Internet may subsequently be applied to it, in some cases with a retroactive effect or penalty, and, in several jurisdictions, legislatures are considering laws and regulations that would apply to the online personals industry in particular. Many areas of law affecting the Internet and online personals remain unsettled, even in areas where there has been some legislative action. It may take years to determine whether and how existing laws such as those governing consumer protection, intellectual property, libel and taxation apply to the Internet or to Spark's services. In the normal course of business, Spark handle personally identifiable information pertaining to its members and paying subscribers residing in the United States and other countries. In recent years, many of these countries have adopted privacy, security and data protection laws and regulations intended to prevent improper uses and disclosures of personally identifiable information. In addition, some jurisdictions impose database registration requirements for which significant monetary and other penalties may be imposed for noncompliance. These laws may impose costly administrative requirements, limit Spark's handling of information, and subject Spark to increased government oversight and financial liabilities. Privacy laws and regulations in the United States and foreign countries are subject to change and may be inconsistent, and additional requirements may be imposed at any time. These laws and regulations, the costs of complying with them, administrative fines for noncompliance and the possible need to adopt different compliance measures in different jurisdictions could materially increase expenses and cause the value of the New Spark ADSs to decline.

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Conflicts involving Israel could have a material adverse impact upon Spark's business and operating results. Spark's Hebrew language sites, JDate.co.il and Cupid.co.il, represent approximately 10% of Spark's Jewish Networks revenue. As a result, any conflicts involving or attacks against Israel could impact members' and potential members' interest in Spark's services, and may have a material impact upon subscriber and revenue bases as conflict occurs.

Risks Relating to Affinitas

Affinitas's business depends on establishing and maintaining strong brands, and if Affinitas is not able to maintain and enhance its brands, it may be unable to expand or maintain its member and paying subscriber bases.

Affinitas believes that establishing and maintaining its brands is essential to its efforts to attract and expand its member and paying subscriber bases. It believes that the importance of brand recognition will continue to increase, given the growing number of online dating sites and applications, or "apps," and the low barriers to entry for companies offering online dating and other types of personals services. As of June 30, 2017, Affinitas's services were available in 27 countries. To attract and retain members and paying subscribers, and to promote and maintain its brands in response to competitive pressures, Affinitas may have to substantially increase its financial commitment to creating and maintaining its distinct brand. If visitors, members and paying subscribers to its products do not perceive its existing services to be of higher quality, or if it introduces new services or enters into new business ventures that are not favorably received by such parties, the value of its brands could be diluted, thereby decreasing the attractiveness of its websites to such parties. As a result, its results of operations may be adversely affected by decreased brand recognition or negative brand perception.

If Affinitas's efforts to attract new members, convert members into paying subscribers and retain its paying subscribers are not successful, its revenue and operating results will suffer.

Since it was launched in 2008, Affinitas has had more than 40 million users register with its dating platforms. A registration is deemed complete once a user has inserted an email/password combination, accepted the terms of service and clicked the registration button in order create a profile with the respective site (such user, a "registered user"). For the three months ended June 30, 2017, Affinitas had an average of approximately 366,000 paying members across all of its platforms. Affinitas's future growth depends on its ability to attract new members that fit within its target audience, convert members into paying subscribers and retain its paying subscribers. This in turn depends on its ability to deliver a relevant, high-quality online personals experience to these members and its ability to remain attractive to its existing and potential paying customers. As a result, it must continue to invest significant resources in order to enhance its existing products and services and introduce new high-quality products and services that people will use. If Affinitas is unable to predict user preferences or industry changes, or if it is unable to modify its products and services on a timely basis, it may lose existing members and paying subscribers and may fail to attract new members and paying subscribers. For example, one of Affinitas's strategies is to target single people with high socio-economic status who are looking for a serious and long-term relationship. If its user preferences change, or the market for this niche otherwise decreases, or this strategy is otherwise unsuccessful, Affinitas could lose users, including paying subscribers, and its market share and revenues could decrease. Affinitas's revenue and expenses will also be adversely affected if its innovations are not responsive to the needs of its members and paying subscribers or are not brought to market in an effective or timely manner.

Affinitas revenues could be adversely affected if subscriptions cannot be automatically renewed.

Affinitas generally provides its premium memberships pursuant to 1-month, 3-months, 6-months, 12-months and 24-months subscriptions, which are generally automatically renewed unless cancelled by the subscriber. For the years ended December 31, 2016 and 2015, and for the six months ended June 30, 2017 and 2016, approximately 92%, 83%, 94% and 92%, respectively, of users purchasing a membership to one of Affinitas's products chose a payment option that allowed for auto-renewal. In each of the years ended December 31, 2016 and 2015, and in each of the six months ended June 30, 2017 and 2016, membership revenue accounted for 99% of Affinitas's total revenue. Although Affinitas has historically experienced a high percentage of subscribers that choose an auto-renewal payment option, a significant portion of

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Affinitas's members may choose not to do so in the future or Affinitas may encounter difficulties during the technical processing of the renewal of credit card processing due to, for instance, the expiration or blocking of the applicable credit card. Affinitas has successfully taken steps to increase renewal rates by, for example, improving the auto-renewal success, but there can be no assurance that these efforts will remain successful in maintaining, and even increasing renewal rates in the future.

The EU has introduced the EU Consumer Rights Directive (the "Directive"), enforced in EU member states since June 2014, that restricts the use of auto-renewals, and Affinitas has implemented a membership subscription model which is compliant with the Directive. Numerous U.S. states also have laws regulating auto-renewal clauses in contracts, and proposals to restrict auto-renewals are also under consideration in the United States. To the extent that Affinitas must reduce or eliminate use of auto-renewals in these or other markets, renewal rates may fall, potentially reducing the number of membership subscription users. Consequently, the growth of subscription revenue will depend significantly on attracting new subscription users, and this dependence could increase due to regulations concerning auto-renewal that are outside of Affinitas's control. Any failure to maintain or improve the renewal rates of membership subscription users or to attract new subscription users could have a material adverse effect on results of operations.

Moreover, some credit card processors have announced the application of stricter rules for credit card processing in the EU, which will likely require users to take additional steps when paying online. This may have an adverse effect on authorization levels of Affinitas's users.

Affinitas's growth strategy includes acquisitions that entail significant execution, integration and operational risks. Affinitas pursues a growth strategy based in part on acquisitions, with the objective of creating a combined company that Affinitas believes can achieve increased cost savings and operating efficiencies through economies of scale, especially in the integration of administrative services. In addition to the Business Combination, Affinitas will seek to make additional acquisitions in the future to increase its scale and profitability. For instance, on September 30, 2016, Affinitas purchased Samadhi SAS and is in the process of integrating Samadhi SAS's operations into the operations of Affinitas.

This growth strategy involves significant risks. Affinitas exposes itself to operational and financial risks in connection with historical and future acquisitions if it is unable to:

- properly value prospective acquisitions, especially those with limited operating histories;
- successfully integrate the operations, as well as the accounting, financial controls, management information, technology, human resources and other administrative systems, of acquired businesses with its existing operations and systems;
- successfully identify and realize potential synergies among acquired and existing businesses;
- retain or hire senior management and other key personnel at acquired businesses; and
- successfully manage acquisition-related strain on its management, operations and financial resources and those of the various brands in its portfolio.

Furthermore, Affinitas may not be successful in addressing other challenges encountered in connection with its acquisitions. The anticipated benefits of one or more of its acquisitions may not be realized or the value of goodwill and other intangible assets acquired could be impacted by one or more continuing unfavorable events or trends, which could result in significant impairment charges. The occurrence of any these events could have an adverse effect on its business, financial condition and results of operations. While Affinitas has successfully integrated acquisitions in the

past, such as Attractive World (through Samadhi), no assurance can be provided that Affinitas will experience similar success with future acquisitions.

Acquisitions also involve operational risks and uncertainties, such as unknown or contingent liabilities with no available manner of recourse, exposure to unexpected problems, the retention of key employees and customers, and other issues that could negatively affect New Spark's business. Any such liabilities, individually or in the aggregate, could have a material adverse effect on the business of New Spark.

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Affinitas faces significant competition for acquisition opportunities.

There is significant competition for acquisition targets in the markets within which Affinitas operates. Consequently, Affinitas may not be able to identify suitable acquisitions or may have difficulty finding attractive businesses for acquisition at reasonable prices. If Affinitas is unable to identify future acquisition opportunities, reach agreement with such third parties or obtain the financing necessary to make such acquisitions, Affinitas could lose scale relative to competitors who are able to make such acquisitions. This loss of relative scale in the industry could negatively impact Affinitas's capacity to compete and reduce future growth potential.

In addition, current and potential competitors are making, and are expected to continue to make, strategic acquisitions, or establishing cooperatives and, in some cases, establishing exclusive relationships with significant companies or competitors to expand their businesses or to offer more comprehensive products and services. To the extent these competitors or potential competitors establish exclusive relationships with major portals, search engines and Internet Service Providers ("ISPs"), New Spark's ability to reach potential members through online advertising may be restricted. Any of these competitors could cause difficulty in attracting and retaining members and converting members into paying subscribers.

Affinitas may fail to adequately protect its intellectual property rights or may be accused of infringing the intellectual property rights of third parties.

Affinitas relies heavily upon its trademarks and related domain names and logos to market its brands and to build and maintain brand loyalty and recognition, as well as upon trade secrets.

In addition, Affinitas relies on a combination of laws, and contractual restrictions with employees, customers, suppliers, affiliates and others, to establish and protect its various intellectual property rights. For example, Affinitas has generally registered, and continues to apply to register and renew, or secure by contract where appropriate, trademarks and service marks as they are developed and used, and reserve, register and renew domain names as it deems appropriate. Effective trademark protection may not be available or may not be sought in every country in which Affinitas's products are made available, and contractual disputes may affect the use of marks governed by private contract. Similarly, not every variation of a domain name may be available or be registered, even if available. Despite these measures, Affinitas's intellectual property rights may still not be protected in a meaningful manner, challenges to contractual rights could arise or third parties could copy or otherwise obtain and use its intellectual property without authorization. In addition, litigation may be necessary in the future to enforce its intellectual property rights, protect its trade secrets or to determine the validity and scope of proprietary rights claimed by others. Any litigation of this nature, regardless of outcome or merit, could result in substantial costs and diversion of management and technical resources.

For instance, Affinitas is currently in a dispute with a competitor related to its attempted registration of its figurative trademark for EliteRencontre, one of its French brands. While the European Trademark Authority has initially ruled in favor of Affinitas, Affinitas's competitor has appealed the ruling. Although Affinitas believes it will ultimately prevail and intends to prosecute and defend its interest vigorously, if Affinitas were to lose the dispute, it may be required to rebrand EliteRencontre, which may have an adverse effect on the performance of EliteRencontre. For the six months ended June 30, 2017, EliteRencontre's average paying members constituted approximately 9.7% of Affinitas's overall average paying member count.

The occurrence of any of these events could result in the erosion of Affinitas's brands and limit its ability to market its brands using its various domain names, as well as impede its ability to effectively compete against competitors with similar technologies, any of which could adversely affect its business, financial condition and results of operations. If Affinitas fails to keep pace with rapid technological change, its competitive position will suffer.

Affinitas operates in a market characterized by rapidly changing technologies, evolving industry standards, frequent new product and service announcements, enhancements and changing customer demands. Accordingly, its performance depends on its ability to adapt to rapidly changing technologies and

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industry standards, and the ability to continually improve the speed, performance, features, ease of use and reliability of services in response to both evolving demands of the marketplace and competitive service and product offerings. There have been occasions when Affinitas has not been as responsive as many of its competitors in adapting its services to changing industry standards and the needs of its members and paying subscribers. Affinitas's industry has been subject to constant innovation and competition. When one competitor introduces new features perceived as attractive to users, other competitors replicate such new features. Over the last few years, such new feature introductions in the industry have included instant messaging, message boards, E-cards, personality profiles, the delivery of content through cell phones and linking of profiles to social media accounts. There have also been subsequent enhancements on new features such as the ability to send videos and photos through instant messaging or customize user experience based on machine learning and artificial intelligence. Integration of new technologies into systems involves numerous technical challenges, substantial amounts of capital and personnel resources, and often takes many months to complete. New Spark intends to continue to devote efforts and funds toward the development of additional technologies and services so that it can both innovate and stay competitive in the competitive landscape in which it operates. For example, in 2015 and 2016, Affinitas introduced a number of new features such as an open search functionality and a new personality test, and it anticipates the introduction of additional features in 2017 and beyond. Affinitas may not be able to effectively integrate new technologies into its websites on a timely basis or at all, which may degrade the responsiveness and speed of its websites. Such technologies, even if integrated, may not function as expected.

Affinitas needs to maintain or increase its number of paying subscribers to maintain or increase its current level of revenue.

The vast majority of Affinitas's revenue is generated by users that pay it a subscription fee. Internet and app users in general, and users of online personals services specifically, freely navigate and use the services offered by a variety of providers. Affinitas cannot assure that it will be able to grow or even maintain the current size of its subscriber base. If it does not constantly attract new paying subscribers at a faster rate than subscription terminations, it will not be able to maintain or increase its current level of revenue.

Affinitas's growth and profitability rely, in part, on its ability to attract and retain users through cost-effective marketing efforts. Any failure in these efforts could adversely affect its business, financial condition and results of operations.

Costs for Affinitas to acquire paying subscribers are dependent, in part, upon its ability to purchase advertising at a reasonable cost. Its advertising costs vary over time, depending upon a number of factors, many of which are beyond its control. Historically, Affinitas has used online and offline advertising as the primary means of marketing its services. During 2016, its cost of revenue substantially increased compared to 2015, primarily as a result of growing its newly established North American business under the brand EliteSingles, which was launched in May 2015. Evolving consumer behavior can affect the availability of profitable marketing opportunities. For example, as traditional television viewership declines and as consumers spend more time on mobile devices rather than desktop computers, the reach of many traditional advertising channels is contracting. To continue to reach potential users and grow its businesses, Affinitas must identify and devote more of its overall marketing expenditures to newer advertising channels, such as mobile and online video platforms, as well as targeted campaigns in which it communicates directly with potential, former and current users via new virtual means. Positive user experiences can provide gratuitous promotional opportunities for Affinitas, as satisfied subscribers can encourage others to join; Affinitas can also capitalize on such success stories in its marketing. Many of its competitors have also engaged in live marketing efforts such as organized social events for its members, an area that Affinitas has not yet tried at scale. Generally, the opportunities in and sophistication of newer advertising channels are relatively undeveloped and unproven, and there can be no assurance that Affinitas will be able to continue to appropriately manage and fine-tune its marketing efforts in response to these and other trends in the advertising industry. Any failure to do so could adversely affect its business, financial condition and results of operations.

In addition, the cost of online and/or offline advertising has historically increased over time. If Affinitas is not able to reduce its other operating costs, increase its paying subscriber base or increase revenue per paying subscriber to offset increased marketing costs, its profitability will be adversely affected.

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Communicating with Affinitas's users is critical to its success, and any erosion in Affinitas's ability to communicate with its users could adversely affect its business, financial condition and results of operations.

To be successful, Affinitas must communicate with its subscribers and other users to, among other things, update them on their profile and related activity and to introduce them to new products and services. As a result, Affinitas must ensure that its methodology for communication with its subscribers and other users evolves in step with the communication habits of its consumers. For instance, most of Affinitas's communications currently take the form of email and push notifications.

Any failure to effectively communicate with current users or develop or take advantage of new means of communication could have an adverse effect on its business, financial condition and results of operations.

Distribution and use of Affinitas's dating products depends, in significant part, on a variety of third-party publishers, platforms and mobile app stores. If these third parties limit, prohibit or otherwise interfere with the distribution or use of Affinitas's dating products in any material way, it could adversely affect its business, financial condition and results of operations.

Affinitas markets and distributes its dating products (including related mobile applications) through a variety of third-party publishers and distribution channels. Its ability to market its brands on any given property or channel is subject to the policies of the relevant third party. Certain publishers and channels have, from time to time, limited or prohibited advertisements for dating products for a variety of reasons, including as a result of poor behavior by other industry participants. There is no assurance that Affinitas will not be limited or prohibited from using certain current or prospective marketing channels in the future. If this were to happen in the case of a significant marketing channel and/or for a significant period of time, Affinitas's business, financial condition and results of operations could be adversely affected.

Additionally, Affinitas's mobile applications are accessed through the Apple App Store and the Google Play Store, among other platforms. Both Apple and Google have broad discretion to change their respective terms and conditions applicable to the distribution of Affinitas's applications as well as to the pricing of Affinitas's services, and to interpret their respective terms and conditions in ways that may limit, eliminate or otherwise interfere with Affinitas's ability to distribute its applications through their stores. There is no assurance that Apple or Google will not limit or eliminate or otherwise interfere with the distribution of Affinitas's applications. If either or all of them did so, Affinitas's business, financial condition and results of operations could be adversely affected.

As the distribution of Affinitas's dating products through app stores increases, Affinitas will need to offset increasing app store fees.

As Affinitas's user base continues to shift to mobile solutions, it increasingly relies on the Apple App Store and the Google Play Store to distribute its mobile applications and related in-app products. While its mobile applications are generally free to download from these stores, it offers its users the opportunity to purchase paid memberships through these applications. Affinitas determines the prices at which these memberships and features are sold and, in exchange for facilitating the purchase of these memberships and features through these applications to users who download its applications from these stores, it pays Apple and Google, as applicable, a share (generally 30%) of the revenue it receives from these transactions. As the distribution of its dating products through app stores increases, Affinitas will need to offset these increased app store fees by decreasing traditional marketing costs, or by engaging in other efforts to increase revenue or decrease costs generally, or its business, financial condition and results of operations could be adversely affected.

Affinitas's success depends, in part, on the integrity of its systems and infrastructure and on its ability to enhance, expand and adapt these systems and infrastructure in a timely and cost-effective manner.

In order for Affinitas to succeed, its systems and infrastructure must perform well on a consistent basis. From time to time, it may experience system interruptions that make some or all of its systems or data unavailable and prevent its products from functioning properly for its users; any such interruption could arise for any number of reasons, including human errors. Further, its systems and infrastructure are vulnerable to damage from fire, power loss, hardware and operating software errors, telecommunications

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failures and similar events. While it has backup systems in place for certain aspects of its operations, its systems and infrastructure are not fully redundant, disaster recovery planning is not sufficient for all eventualities and its property and business interruption insurance coverage may not be adequate to compensate it fully for any losses that it may suffer. Any interruptions or outages, regardless of the cause, could negatively impact its users' experiences with its products, tarnish its brands' reputation and decrease demand for its products, any or all of which could adversely affect its business, financial condition and results of operations. Moreover, even if detected, the resolution of such interruptions may take a long time, during which customers will not be able to access, or will have limited access to, the service.

Affinitas also continually works to expand and enhance the efficiency and scalability of its technology and network systems to improve the experience of its users, accommodate substantial increases in the volume of traffic to its various dating products, ensure acceptable page load times or general accessibility for its dating products and keep up with changes in technology and user preferences. Any failure to do so in a timely and cost-effective manner could adversely affect its users' experience with its various products and thereby negatively impact the demand for its products, and could increase its costs, either of which could adversely affect its business, financial condition and results of operations.

Affinitas's services are highly technical and may contain undetected bugs or errors, which could manifest in ways that could seriously harm its reputation and its business.

Affinitas's services are highly technical and complex, and any services Affinitas may introduce in the future may contain undetected bugs, errors, and other vulnerabilities. These bugs and errors can manifest in any number of ways in its services, including through diminished performance, security vulnerabilities, malfunctions, or even permanently disabled services. Affinitas has a practice of rapidly updating its services, but some errors in its services may be discovered only after its service is used by users, and may in some cases be detected only under certain circumstances or after extended use. Any such defects discovered in Affinitas's services after commercial release could result in a loss of sales and users, which could seriously harm its business. Any errors, bugs, or vulnerabilities discovered in its code after release could damage its reputation, drive away users, lower revenue, and expose Affinitas to damages claims, any of which could seriously harm its business.

Affinitas may not be able to protect its systems and infrastructure from cyberattacks and may be adversely affected by cyberattacks experienced by third parties.

Just like any other businesses, there is a risk that Affinitas will experience cyberattacks, computer viruses, worms, hacking, phishing, bot attacks or other destructive or disruptive software, distributed denial of service attacks and attempts to misappropriate customer information. While Affinitas has invested (and continues to invest) heavily in the protection of its systems and infrastructure and in related training, there can be no assurance that its efforts will prevent significant breaches in its systems or other such events from occurring. Any cyber or similar attack it is unable to protect itself against could damage its systems and infrastructure, prevent it from providing its products and services, erode its reputation and brands, result in the disclosure of confidential information of its users and/or be costly to remedy, as well as subject it to investigations by regulatory authorities and/or litigation that could result in liability to third parties. In light of the nature of its business, the unintended disclosure of personal information, whether as a result of a cyber-attack or not, would be particularly damaging to Affinitas's reputation.

Similarly, online scammers and other similar groups may use Affinitas's services and products to engage in illegal activities and it is likely that as more people use Affinitas's services, these groups will increasingly seek to misuse Affinitas's products. Although Affinitas invests resources to combat these activities, including by suspending or terminating accounts it believes violate its guidelines, Affinitas believes these groups will continue to seek ways to act inappropriately and illegally on its services. Combating these groups requires Affinitas's engineering and customer service teams to divert significant time and focus from improving its services.

Further, the impact of cyber security events experienced by third parties with whom Affinitas does business (or upon whom it otherwise relies in connection with its day-to-day operations such as credit card processors) could have a similar effect on Affinitas. If breaches, scamming and other similar activities increase at third-parties with whom Affinitas does business, Affinitas's reputation, business and results of operations could be materially adversely affected.

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Affinitas relies on a number of third-party providers and their failure or unwillingness to continue to perform could harm it.

Affinitas relies on third parties to provide important services and technologies to it, including third parties that manage and monitor its offsite data center, ISPs, search engine marketing providers and credit card processors, among others. In addition, it licenses technologies from third parties to facilitate its ability to provide its services. Any failure on its part to comply with the terms of these licenses could result in the loss of its rights to continue using the licensed technology, and it could experience difficulties obtaining licenses for alternative technologies. Furthermore, any failure of these third parties to provide these and other services, or errors, failures, interruptions or delays associated with licensed technologies, could significantly harm its business. Any financial or other difficulties its providers face may have negative effects on its business, the nature and extent of which it cannot predict. Except to the extent of the terms of its contracts with such third party providers, Affinitas exercises little or no control over them, which increases its vulnerability to problems with the services and technologies they provide and license to it. In addition, if any fees charged by third-party providers were to substantially increase, Affinitas could incur significant additional losses.

Affinitas depends, in part, upon arrangements with third parties to drive traffic to its various websites.

Affinitas engages in a variety of activities designed to attract traffic to its various websites and convert visitors into members and paying subscribers. How successful it is in these efforts depends, in part, upon its continued ability to enter into arrangements with third parties to drive traffic to its various websites and its oversight of such third parties to ensure that they are appropriately communicating with online users. Pursuant to these arrangements, third parties generally promote Affinitas's services on their websites or through email campaigns and it pays them based upon a variety of arrangements (cost per registration, cost per one thousand impressions, a percentage of sales, etc.).

Depending on how a third party communicates with online users via email, third-party email service providers could treat such email campaign as spam, and ultimately limit Affinitas's ability to communicate with its members and paying subscribers via email.

These arrangements are generally not exclusive, are short-term in nature and are generally terminable by either party given notice. If existing arrangements with third parties are terminated (or are not renewed upon their expiration) and Affinitas fails to replace this traffic and related revenues, or if it is unable to enter into new arrangements with existing and/or new third parties in response to industry trends, or if such third parties improperly manage email campaigns, its business, financial condition and results of operations could be adversely affected.

If the security of personal and confidential user information that Affinitas maintains and stores is breached or otherwise accessed by unauthorized persons, it may be costly to mitigate the impact of such an event and Affinitas's reputation could be harmed.

Affinitas receives, processes, stores and transmits a significant amount of personal user and other confidential information, including credit card information, and enables its users to share their personal information with each other. In some cases, it retains third party vendors to store this information. Affinitas continuously develops and maintains systems to protect the security, integrity and confidentiality of this information, but cannot guarantee that inadvertent or unauthorized, including as a result of cyber-attacks, use or disclosure will not occur or that third parties will not gain unauthorized access to this information despite its efforts. Some advertisers and partners may store information that Affinitas Shares with them. If these third parties fail to implement adequate data-security practices or fail to comply with Affinitas's terms and policies, its users' data may be improperly accessed or disclosed. Even if these third parties take all these steps, their networks may still suffer a breach, which could compromise Affinitas's users' data. In addition, third parties may attempt to fraudulently induce employees or users to disclose information to gain access to Affinitas's data or its users' data. If any such event were to occur, it may not be able to remedy the event, and it may have to expend significant capital and resources to mitigate the impact of such an event, and to develop and implement protections to prevent future events of this nature from occurring. If a breach of its security (or the security of its vendors and partners) occurs, the perception of the effectiveness of its security measures and its reputation may be harmed, it could lose current and potential users and the recognition of its various brands and their competitive positions could be diminished, any or all of which

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could adversely affect its business, financial condition and results of operations. In addition, affected users or government authorities could initiate legal or regulatory action against Affinitas over those incidents, which could cause Affinitas to incur significant expense and liability or result in orders or consent decrees forcing it to modify its business practices.

Unauthorized access of personal data could give rise to liabilities as a result of governmental regulation, conflicting legal requirements or differing views of personal privacy rights.

Security breaches or other unauthorized access to, or the use or transmission of, personal user information could result in a variety of claims against Affinitas, including privacy-related claims.

In 2016 the European Commission adopted the General Data Protection Act, a comprehensive European Union privacy and data protection reform that becomes effective in May 2018 in all countries of the European Union. Pursuant to Sec. 3 of the European Data Protection Directive and Sec. 3 of the German Telecommunication and Media Act, Affinitas has to comply with the European and German data protection laws regarding all countries in the European Union and with the laws of countries outside of the European Union where Affinitas operates. These rules include rules related to the storage, sharing, use, processing, disclosure and protection of personal data.

In addition, legislation concerning data protection has been enacted or is pending enactment in many other jurisdictions, including the United States and Russia. It is possible that these laws may conflict with Affinitas's data practices. If so, in addition to the possibility of fines, this could result in an order requiring that Affinitas change its data practices, which could have an adverse effect on its business. Complying with these laws as they evolve could cause it to incur substantial costs or require it to change its business practices in a manner adverse to its business.

These laws and regulations are constantly changing, may in some instances be inconsistent with or conflict with each other, and can be subject to differing interpretations.

While Affinitas believes that it complies with industry standards and applicable laws and industry codes of conduct relating to privacy and data protection in all material respects, there is no assurance that it will not be subject to claims that it has violated applicable laws or codes of conduct, that it will be able to successfully defend against such claims or that it will not be subject to significant fines and penalties in the event of non-compliance.

If Affinitas or its affiliates are found to be in violation of these laws and regulations, it may become subject to administrative fines or litigation or be required to change its data practices, which could materially increase its expenses, adversely affect its results of operations and cause the value of New Spark's ADSs to decline.

Any failure or perceived failure by Affinitas (or the third parties with whom it has contracted to store such information) to comply with applicable privacy and security laws, policies or related contractual obligations, or any compromise of security that results in unauthorized access to personal information, may result in governmental enforcement actions, significant fines and litigation. In the case of such an event, Affinitas's reputation may be harmed, it could lose current and potential users and the competitive positions of its various brands could be diminished, any or all of which could adversely affect its business, financial condition and results of operations.

Affinitas is subject to a number of risks related to credit card payments, including data security breaches and fraud that it or third parties experience or additional regulation, any of which could adversely affect its business, financial condition and results of operations.

Affinitas accepts payment from its users primarily through credit card transactions and online payment service providers. While Affinitas uses third-parties to handle and process credit card transactions, it still faces risks related to security breaches involving these third-party providers. For instance, a large breach at a third-party credit card processor could cause people to cancel their credit cards, which could affect Affinitas's ability to process auto-renewals. In addition, breaches at third-party processors could affect consumer confidence in Affinitas because consumers may not distinguish between Affinitas and the third-party when informed of the breach. The occurrence of this or similar events could have a material adverse effect on Affinitas's business, results of operations, and financial conditions.

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Inappropriate actions by certain of Affinitas's users could be attributed to Affinitas and damage its brands' reputation, which in turn could adversely affect its business.

The reputation of Affinitas's brands may be adversely affected by the actions of its users that are deemed to be hostile, offensive, defamatory, inappropriate or unlawful. While Affinitas monitors and reviews the appropriateness of the content accessible through its dating products and has adopted policies and technical solutions to address and prevent illegal, offensive or inappropriate use of its dating services, its users could nonetheless engage in activities that violate its policies or circumvent the solutions. These safeguards may not be sufficient to avoid harm to Affinitas's reputation and brands, especially if such hostile, offensive or inappropriate use is well-publicized.

In addition, it is possible that a user of Affinitas's services could be physically, financially, emotionally or otherwise harmed by an individual that such user met through the use of one of Affinitas's services. While Affinitas manually checks every new profile, and certain of its services only allow new members who are peer-approved, it is not certain that every harm posed by other individuals can be eliminated. If one or more of Affinitas's users suffers or alleges to have suffered any such harm, it could experience negative publicity or legal action that could damage its reputation and its brands. Similar events affecting users of Affinitas's competitors' dating services could result in negative publicity for the dating industry, which could in turn negatively affect Affinitas's business. Concerns about such harms and the use of dating services and social networking platforms for illegal conduct, such as romance scams and financial fraud, could produce future legislation or other governmental action that could require changes to Affinitas's dating services, restrict or impose additional costs upon the conduct of its business generally, subject it to liability for user conduct or cause users to abandon its dating services.

Affinitas may be liable as a result of information retrieved from or transmitted over the Internet.

Affinitas may be sued for defamation, civil rights infringement, negligence, copyright or trademark infringement, invasion of privacy, personal injury, product liability or under other legal theories relating to information that is published or made available on its websites and the other sites linked to it. These types of claims have been brought, sometimes successfully, against online services in the past. Affinitas could incur significant costs in investigating and defending such claims, even if it ultimately is not held liable. If any of these events occurs, its revenue could be materially adversely affected or it could incur significant additional expense.

Increases in credit card processing fees and high chargeback costs could increase operating expenses and adversely affect results of operations, and an adverse change in, or the termination of, Affinitas's relationship with any major credit card company would have a severe, negative impact on its business.

A significant portion of Affinitas's customers purchase its products using credit or debit cards. The major credit card companies or the issuing banks may increase the fees that they charge for transactions using their cards. An increase in those fees would require Affinitas to either increase the prices it charges for its products, or suffer a negative impact on its profitability, either of which could adversely affect its business, financial condition and results of operations.

In addition, Affinitas has potential liability for chargebacks associated with the transactions processed on its behalf. If a customer claims that a subscription to one of Affinitas's products was purchased fraudulently, the subscription price is "charged back" to Affinitas or its bank, as applicable. If Affinitas or its sponsoring banks are unable to collect the chargeback from the persons processing transactions on its behalf, or, if the credit card processor refuses or is financially unable, to reimburse for the chargeback, Affinitas bears the loss for the amount of the refund paid.

Affinitas is also vulnerable to credit card fraud. Card fraud occurs when a customer uses a stolen card (or a stolen card number in a card-not-present-transaction) to purchase merchandise or services. In a traditional card-present transaction, if the merchant swipes the card, receives authorization for the transaction from the card issuing bank and verifies the signature on the back of the card against the paper receipt signed by the customer, the card issuing bank remains liable for any loss. In a fraudulent card-not-present transaction, even if the processor receives authorization for the transaction, the Affinitas or the card processor are liable for any loss arising from the transaction. Because all of Affinitas's sales via credit card are card-not-present transactions, Affinitas is more vulnerable to customer fraud.

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Affinitas operates in various international markets, including certain markets in which it has limited experience. As a result, it faces additional risks in connection with certain of its international operations.

Affinitas's brands are available in 27 countries. Its non-EU revenue represented 36%, 27%, 42% and 39% of its total revenue for the years ended December 31, 2016 and 2015, and for the six months ended June 30, 2017 and 2016, respectively.

Operating internationally exposes it to a number of additional risks, including:

- operational and compliance challenges caused by distance, language and cultural differences;
- difficulties in staffing and managing international operations;
- differing levels of social and technological acceptance of its dating services or lack of acceptance of them generally;
- foreign currency fluctuations;
- restrictions on the transfer of funds among countries and back to Germany and costs associated with repatriating funds to Germany;
- differing and potentially adverse tax laws;
- multiple, conflicting and changing laws, rules and regulations, and difficulties understanding and ensuring compliance with those laws by both Affinitas's employees and its business partners, over whom it exerts no control;
- compliance challenges due to different laws and regulatory environments, particularly in the case of privacy and data security;
- competitive environments that favor local businesses;
- limitations on the level of intellectual property protection; and
- trade sanctions, political unrest, terrorism, war and epidemics or the threat of any of these events.

While Affinitas employs people from over 30 nationalities that help to build and maintain knowledge about the geographies, countries and cultures the company operates in, the occurrence of any or all of the events described above could adversely affect Affinitas's international operations, which could in turn adversely affect its business, financial condition and results of operations.

Affinitas is subject to litigation and adverse outcomes in such litigation could have an adverse effect on its financial condition.

Affinitas is, and from time to time may become, subject to litigation and various legal proceedings, including litigation and proceedings related to intellectual property matters, privacy and consumer protection laws and other

matters that involve claims for substantial amounts of money or for other relief or that might necessitate changes to its business or operations. For example, Affinitas is currently in a dispute with one of its competitors related to the attempted registration of its figurative trademark for one of its French brands, EliteRencontre. In addition, Affinitas, along with approximately 25 other companies including several large U.S. based technology and internet companies, is subject to a potential class action suit in the Superior Court of the Province of Quebec for alleged violations of the consumer protections laws. The defense of these actions may be both time consuming and expensive. Affinitas evaluates litigation claims and legal proceedings to assess the likelihood of unfavorable outcomes and to estimate, if possible, the amount of potential losses. Based on these assessments and estimates, it may establish reserves and/or disclose the relevant litigation claims or legal proceedings, as and when required or appropriate. These assessments and estimates are based on information available to management at the time of such assessment or estimation and involve a significant amount of judgment. As a result, actual outcomes or losses could differ materially from those envisioned by Affinitas's current assessments and estimates. Affinitas's failure to successfully defend or settle any such legal proceedings could result in liability that, to the extent not covered by applicable insurance, could have an adverse effect on its business, financial condition and results of operations.

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Affinitas's business depends, in part, on the growth and maintenance of the Internet, and its ability to provide services to its members and paying subscribers may be limited by outages, interruptions and diminished capacity of the Internet.

Affinitas's performance will depend, in part, on the continued growth and maintenance of the Internet. This includes maintenance of a reliable network backbone with the necessary speed, data capacity and security for providing reliable Internet services. Internet infrastructure may be unable to support the demands placed on it if the number of Internet users continues to increase, or if existing or future Internet users access the Internet more often or increase their bandwidth requirements. In addition, viruses, worms and similar programs may harm the performance of the Internet. Affinitas has no control over the third-party telecommunications, cable or other providers of access services to the Internet that its members and paying subscribers rely upon. There have been instances where regional and national telecommunications outages have caused it to experience service interruptions during which its members and paying subscribers could not access its services. Any additional interruptions, delays or capacity problems experienced with any points of access between the Internet and its members could adversely affect its ability to provide services reliably to its members and paying subscribers. The temporary or permanent loss of all, or a portion, of its services on the Internet, the Internet infrastructure generally, or its members' and paying subscribers' ability to access the Internet could disrupt its business activities, harm its business reputation and result in a loss of revenue. Additionally, the Internet, electronic communications and telecommunications industries are subject to federal, state and foreign governmental regulation, including those related to privacy, rights of publicity, data protection, content regulation, intellectual property, health and safety, competition, protection of minors, consumer protection, employment, and taxation. New laws and regulations governing such matters could be enacted or amendments may be made to existing regulations at any time that could adversely impact Affinitas's services. Any such new laws, regulations or amendments to existing regulations could disrupt or adversely affect the profitability of its business.

Loss or material modification of Affinitas's credit card acceptance privileges would have a material adverse effect on its business and operating results.

A significant percentage of Affinitas's users pay for its services by credit card. The loss of credit card acceptance privileges would significantly limit Affinitas's ability to renew paying subscribers or secure new paying subscribers. Most of Affinitas's users purchase a membership, for which payment is made at the beginning of the term. In addition, almost all membership renewals are paid by auto-renewal, charging the renewal fee to the client's credit card. There is a risk that, if Affinitas fails to fully perform its obligations under the terms of service or the client objects to the auto-renewal payment made by credit card, the credit card companies could be obligated to reimburse these clients for all or a portion of the membership fee. Affinitas might be obligated to pay all such amounts under its agreements under which it has obtained its credit card acceptance privileges. As a result of this risk, credit card companies may require Affinitas to set aside additional cash reserves, may not renew acceptance privileges or may increase the transaction fees they charge for these privileges.

The card networks, such as Visa, MasterCard and American Express, have adopted rules and regulations that apply to all merchants who process and accept credit cards and include the Payment Card Industry Data Security Standards ("PCI DSS"). Under the PCI DSS, Affinitas is required to adopt and implement internal controls over the use, storage and security of card data to help prevent credit card fraud. Affinitas assesses its compliance with the PCI DSS on a periodic basis and makes necessary improvements to its internal controls. If Affinitas fails to comply with the rules and regulations adopted by the card networks, including the PCI DSS, it would be in breach of its contractual obligations to payment processors and merchant banks. Such failure to comply may subject it to fines, penalties, damages and civil liability and could eventually prevent it from processing or accepting credit cards. Further, there is no guarantee that, even if it complies with the rules and regulations adopted by the card networks, it will be able to maintain its compliance. It also cannot guarantee that such compliance will prevent illegal or improper use of its payments systems or the theft, loss or misuse of the credit card data of customers or participants.

The loss of, or the significant modification of, the terms under which Affinitas obtains credit card acceptance privileges would have a material adverse effect on its business, revenue and operating results.

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Risks Relating to an Investment in New Spark

The dating industry is competitive, with low barriers to entry, low switching costs and new products and entrants constantly entering the market.

The dating industry is competitive, with new products and entrants constantly being developed and released. Some of Affinitas's and Spark's competitors may enjoy better competitive positions in certain geographical regions or user demographics that New Spark will currently serve or may serve in the future. These advantages could enable these competitors to offer products that are more appealing to users and potential users than Affinitas', Spark's or New Spark's products, or to respond more quickly and/or cost-effectively than New Spark to new or changing opportunities. The attractiveness of these products could also allow these companies to sell their products at higher prices and with higher margins.

Each of Spark and Affinitas currently competes, and New Spark will compete, with traditional personals services, as well as newspapers, magazines and other traditional media companies that provide personals services. They also compete with a number of large and small companies, including Internet portals and specialty-focused media companies that provide online and offline products and services to the markets served. Principal online personals services competitors include eHarmony, and various Match Group brands, including Match, Meetic, Tinder, OkCupid, OurTime and PlentyOfFish. In addition, they each face competition from mobile-based apps and social networking sites. Many of Affinitas's and Spark's current and potential competitors have longer operating histories, significantly greater financial, technical, marketing and other resources and larger customer bases than they currently have and New Spark will have. These factors may allow competitors to respond more quickly to new or emerging technologies and changes in customer preferences. These competitors may engage in more extensive research and development efforts, undertake more far-reaching marketing campaigns and adopt more aggressive pricing policies that may allow them to build larger member and paying subscriber bases. New Spark's competitors may develop products or services that are equal or superior to its products and services or that achieve greater market acceptance than its products and services. These activities could attract members and paying subscribers away from its websites and reduce its market share. Customers may utilize multiple dating services simultaneously, and cease using a particular service that comparatively lags behind or is duplicative of another service.

In addition, each of Affinitas and Spark currently competes, and New Spark will compete, with other companies that direct all or portions of their websites toward each of their respective targeted and actual subscribers. For example, each of Affinitas and Spark currently competes, and New Spark will compete, with generalist personals services platforms, some of which have substantially greater resources and brand recognition than they do, which, unlike more targeted or segmented personal services platforms, permit customers access to a broad array of people with a wide variety of backgrounds and interests, as well as personal services platforms focused specifically on the type of clients serviced by them, which tend to be highly educated and desirous of finding a longer term relationship.

In addition, within the dating industry generally, costs to develop new products are comparatively low and costs for consumers to switch between products are low as well, resulting in significant customer churn and low brand loyalty. As a result, new products, entrants and business models are likely to continue to emerge. It is possible that a new product could gain rapid scale at the expense of existing brands through harnessing a new technology or distribution channel, creating a new approach to connecting people or some other means. If New Spark is not able to compete effectively against its current or future competitors, whether or not such competitors operate traditional or non-traditional platforms, the size and level of engagement of its user base may decrease, which could have an adverse effect on its business, financial condition and results of operations.

Each of Affinitas and Spark believes its ability to compete depends upon many factors both within and beyond their respective control, including the following:

- brand strength in the marketplace relative to competitors;

- attractiveness to target niches;

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the size and diversity of member and paying subscriber bases;

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- efficacy in user acquisition and marketing optimization;

- the timing and market acceptance of its products and services, including developments and enhancements to products and services relative to those offered by its competitors; and

- customer service and support efforts.

New Spark's future results may suffer if it does not effectively manage its expanded operations following the completion of the Business Combination.

Following the completion of the Business Combination, the size of New Spark's business will increase significantly beyond the current size of either Affinitas's or Spark's business. New Spark's future success depends, in part, upon its ability to manage this expanded business, which will pose substantial challenges for management, including challenges related to the management and monitoring of new operations and associated increased costs and complexity. There can be no assurances that New Spark will be successful or that it will realize the expected operating efficiencies, cost savings and other benefits currently anticipated from the completion of the Business Combination. New Spark has no present intention to pay dividends on New Spark Ordinary Shares in the foreseeable future and, consequently, your only opportunity to achieve a return on your investment during that time is if the price of New Spark ADSs appreciates.

New Spark has no present intention to pay dividends on New Spark ADSs in the foreseeable future. Any recommendation by the Administrative Board to pay dividends will depend on many factors, including financial condition, results of operations, legal requirements and other factors. Accordingly, if the price of New Spark ADSs declines in the foreseeable future, you will incur a loss on your investment, without the likelihood that this loss will be offset in part or at all by potential future cash dividends.

You may experience dilution of your ownership interests because of the future issuance of additional ordinary shares, preferred stock or other securities that are convertible into or exercisable for such securities.

In the future New Spark may issue authorized but previously unissued equity securities, resulting in the dilution of the ownership interests of direct or indirect holders of New Spark Ordinary Shares, including New Spark ADSs. New Spark may issue additional New Spark Ordinary Shares or other securities that are convertible into or exercisable for New Spark Ordinary Shares in connection with hiring or retaining employees, future acquisitions, future sales of securities for capital raising purposes, or for other business purposes. The future issuance of any such additional New Spark Ordinary Shares may create downward pressure on the trading price of the New Spark ADSs. New Spark may need to raise additional capital in the near future to meet working capital needs, and there can be no assurance that New Spark will not be required to issue additional New Spark Ordinary Shares in the future in conjunction with these capital raising efforts. While stockholder approval will be needed to issue additional New Spark Ordinary Shares, the approval does not have to authorize a specific use of the shares and management will have broad discretion in determining how, when and for what purpose the shares should be issued.

New Spark will depend on its key personnel.

New Spark's future success will depend upon its continued ability to identify, hire, develop, motivate and retain highly skilled individuals, with the continued contributions of its senior management being especially critical to its success.

In particular, the loss of Jeronimo Fogueira, Michael Schrezenmaier and Herbert Sablotny, current managing directors of Affinitas, Robert O'Hare, the current Chief Financial Officer of Spark, and Benjamin Hoskins, the current Chief Technology Officer for Affinitas, who will be appointed, respectively, as the Chief Executive Officer, Chief Operating Officer, Chief Strategy Officer, Chief Financial Officer and Chief Technical Officer of New Spark, could materially and adversely affect New Spark. For a discussion of New Spark's senior management, see "New Spark's Business — New Spark Managing Directors and Executive Officers." Its continued ability to compete effectively depends, in part, upon its ability to attract new employees. While it has established programs to provide incentives to retain existing employees, particularly its senior management, it cannot assure you that it will be able to attract new

employees or retain the services of its senior management or any other key employees in the future, including following the Business Combination. Effective succession planning is also important to New
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Spark's future success. If New Spark fails to ensure the effective transfer of senior management knowledge and smooth transitions involving senior management across its various businesses, its ability to execute short and long term strategic, financial and operating goals, as well as its business, financial condition and results of operations generally, could be adversely affected.

New Spark's business is subject to complex and evolving EU, U.S. and foreign laws and regulations regarding privacy, data protection, competition, consumer protection, and other matters. Many of these laws and regulations are subject to change and uncertain interpretation, and could result in claims, changes to its business practices, monetary penalties, increased cost of operations, or declines in user growth or engagement, or otherwise harm its business. New Spark is subject to a variety of laws and regulations in the EU, the United States and elsewhere that involve matters central to New Spark's business, including privacy, data protection, and personal data, rights of publicity, content, intellectual property, advertising, marketing, distribution, data security, data retention and deletion, electronic contracts and other communications, competition, protection of minors, consumer protection, telecommunications, taxation, economic or other trade prohibitions or sanctions, securities law compliance, auto-renewals regulation, and online payment services. The introduction of new products, expansion of its activities in certain jurisdictions or other actions that New Spark could take may subject it to additional laws, regulations, or other government scrutiny. In addition, foreign data protection, privacy, competition, and other laws and regulations can impose different obligations than those in the European Union where New Spark is based.

Such EU, German, U.S. federal and state and other jurisdictions' laws and regulations, which in some cases can be enforced by private parties in addition to government entities, are constantly evolving and can be subject to significant change. As a result, the application, interpretation, and enforcement of these laws and regulations are often uncertain, particularly in the new and rapidly evolving industry in which New Spark operates, and may be interpreted and applied inconsistently from country to country and inconsistently with Affinitas's current policies and practices. For example, regulatory or legislative actions affecting the manner in which New Spark displays content to its users or obtains consent to various practices could adversely affect user growth and engagement. Such actions could affect the manner in which New Spark provide its services or adversely affect its financial results.

Pursuant to Sec. 3 of the European Data Protection Directive and Sec. 3 of the German Telecommunication and Media Act, New Spark has to comply with the European and German data protection laws regarding all countries in the European Union and with the laws of countries outside of the European Union where New Spark operates. These rules include the storage, sharing, use, processing, disclosure and protection of personal data. These laws and regulations are untested and subject to change. For example, in October 2015, the European Court of Justice invalidated the European Commission's 2000 Safe Harbour Decision as a legitimate basis on which New Spark could rely for the transfer of data from the EU to the United States in order to receive services from U.S. based service providers. The EU and United States recently agreed to an alternative transfer framework for data transferred from the EU to the United States, called the Privacy Shield, but this new framework is subject to an annual review that could result in changes to New Spark's obligations and also may be challenged by national regulators or private parties. For example, the Irish Data Protection Commissioner is investigating and has challenged the legal grounds for transfers of user data to Facebook, Inc. If one or more of the legal bases for transferring data from Europe to the United States is invalidated, or if New Spark is unable to transfer personal data between and among countries and regions in which it operates, it could affect the manner in which New Spark provides its services or adversely affect its financial results. Proposed or new legislation and regulations could also significantly affect New Spark's business. There currently are a number of proposals pending before federal, state, and foreign legislative and regulatory bodies. In addition, the European Commission has approved a data protection regulation, known as the General Data Protection Regulation (GDPR), which has been finalized and is due to come into force in or around May 2018. The GDPR will include operational requirements for companies that receive or process personal data of residents of the European Union, and that will include significant penalties for non-compliance. In addition, some countries (e.g., the Russian Federation) are considering or have passed legislation implementing data protection requirements or requiring local storage and processing of data or similar requirements that could increase the cost and complexity of delivering New Spark's services.

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Similarly, there are a number of legislative proposals in the United States, at both the federal and state level, that could impose new obligations in areas affecting New Spark's business, such as liability for copyright infringement by third parties.

These laws and regulations, as well as any associated inquiries or investigations or any other government actions, may be costly to comply with and may delay or impede the development of new products, result in negative publicity, increase New Spark's operating costs, require significant management time and attention, and subject New Spark to remedies that may harm its business, including fines or demands or orders that New Spark modify or cease existing business practices.

Changes in tax treatment of companies engaged in e-commerce could materially adversely affect the commercial use of New Spark's platforms and its business, financial condition and operating results.

Due to the global nature of the Internet, it is possible that various countries and local jurisdictions might attempt to impose additional or new regulation on New Spark's business or levy additional or new sales, income or other taxes relating to its activities. Tax authorities at the national and local levels are currently reviewing the appropriate treatment of companies engaged in e-commerce. New or revised tax regulations may subject New Spark or its customers to additional sales, income and other taxes. For example, certain jurisdictions have considered various approaches to legislation that would require companies engaged in e-commerce to collect sales tax on Internet revenue. In January 2015, new regulations entered into effect in the European Union with respect to the collection of value-added tax (a form of sales tax), and the U.S. Congress has in the past considered, and may again consider, similar legislation. New Spark cannot predict the effect of current attempts to impose sales, income or other taxes on e-commerce. New or revised taxes and, in particular, sales taxes, value-added taxes and similar taxes would likely increase the cost of doing business online and decrease the attractiveness of our services.

Adverse capital and credit market conditions could limit New Spark's access to capital and increase its cost of capital, which may significantly affect its ability to meet liquidity needs.

The capital and credit markets have been experiencing extreme volatility over the last few years. In some cases, the markets have exerted downward pressure on availability of liquidity and credit capacity for certain issuers.

While as of June 30, 2017, New Spark would have had, on a pro forma basis, cash and cash equivalents of €9.7 million, and New Spark expects to have positive operating cash flow, New Spark may in the future be in need of liquidity to implement its growth strategy, including to raise capital to finance acquisitions. In such a scenario, New Spark may be forced to curtail certain operations and may be unable to operate its business as New Spark deems appropriate.

Disruptions, uncertainty or volatility in the capital and credit markets may also limit New Spark's access to capital required to operate its business. Such market conditions may limit its ability to replace, in a timely manner, maturing liabilities and access the capital necessary to operate and grow its business. As such, New Spark may be forced to delay raising capital or bear an unattractive cost of capital which could decrease its profitability and significantly reduce our financial flexibility. New Spark's results of operations, financial condition, cash flows and capital position could be materially adversely affected by disruptions in the financial markets.

Goodwill, intangible assets and other long-lived assets are subject to impairment risk.

On a pro forma basis, New Spark would have had €25.3 million of goodwill, €2.9 million of licenses and domains and €5.3 million of other intangible assets as of June 30, 2017. New Spark will review the potential impairment of goodwill and indefinite-lived intangible assets at least annually, or more frequently if events or changes in circumstances indicate that the carrying value may not be recoverable and test property, plant and equipment and other intangible assets for impairment whenever changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

Indicators that may signal that an asset has become impaired include a significant decline in actual or projected revenue, a significant decline in the market value of the New Spark ADSs, a significant decline in performance of certain acquired companies relative to its original projections, an excess of its net book value over its market value, a significant decline in its operating results relative to its operating forecasts, a

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significant change in the manner of its use of acquired assets or the strategy for its overall business, a significant decrease in the fair value of an asset, a shift in technology demands and development, or a significant turnover in key management or other personnel.

The assessment for potential impairment of goodwill, intangible assets or other long-term assets requires management to make judgments on a number of significant estimates and assumptions, including projected cash flows, discount rates, projected long-term growth rates and terminal values. New Spark may be required to record a significant charge in its consolidated financial statements during the period in which any impairment of its goodwill, intangible assets or other long-term assets is identified and this could negatively impact its financial condition and results of operations. Changes in management estimates and assumptions as they relate to valuation of goodwill, intangible assets or other long-lived assets could affect its financial condition or results of operations in the future.

Failure to comply with the U.S. Foreign Corrupt Practices Act or other applicable anti-corruption legislation could result in fines, criminal penalties and an adverse effect on New Spark's business.

New Spark will operate in a number of countries throughout the world, including countries known to have a reputation for corruption. New Spark is committed to doing business in accordance with applicable anti-corruption laws. New Spark is subject, however, to the risk that its officers, board members, employees, agents and collaborators may take action determined to be in violation of such anti-corruption laws, including the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act 2010 and the European Union Anti-Corruption Act, as well as trade sanctions administered by the Office of Foreign Assets Control and the U.S. Department of Commerce. Any such violation could result in substantial fines, sanctions, civil and/or criminal penalties or curtailment of operations in certain jurisdictions, and might adversely affect results of operations. In addition, actual or alleged violations could damage its reputation and ability to do business.

New Spark has not previously operated as a public company, and fulfilling its obligations as a U.S. reporting company after the Business Combination may be expensive and time consuming.

As a U.S. reporting company, New Spark will incur significant legal, accounting and other expenses. While the Chief Financial Officer of New Spark has previously served as an officer of an SEC reporting company, New Spark has not previously been required to prepare or file periodic and other reports with the SEC or to comply with the other requirements of U.S. federal securities laws applicable to public companies, such as Section 404 of the Sarbanes-Oxley Act of 2002 (SOX 404). In addition, New Spark has not previously been required to establish and maintain disclosure controls and procedures and internal controls over financial reporting as will be required with respect to a public company with securities registered with the SEC. Compliance with reporting and corporate governance obligations from which foreign private issuers and EGCs are not exempt may require members of New Spark's management and finance and accounting staff to divert time and resources from other responsibilities to ensure these additional regulatory requirements are fulfilled and may increase legal, insurance and financial compliance costs. New Spark cannot predict or estimate the amount of additional costs New Spark may incur or the timing of such costs. In addition, if New Spark fails to comply with any significant rule or requirement associated with being a public company, such failure could result in the loss of investor confidence and could harm New Spark's reputation and cause the market price of the New Spark ADSs to decline.

As a "foreign private issuer" under the rules and regulations of the SEC, New Spark is permitted to, and will, file less information with the SEC than a U.S. issuer.

After the consummation of the Business Combination, it is expected that New Spark will be considered a "foreign private issuer" under the Exchange Act and therefore exempt from certain rules under the Exchange Act, including the proxy rules, which impose disclosure and procedural requirements for proxy solicitations for U.S. and other issuers. Moreover, although New Spark currently expects to report results and issue financial statements quarterly, New Spark will not be required to file periodic reports and financial statements with the SEC as frequently or within the same time frames as U.S. companies with securities registered under the Exchange Act and will be permitted to cease filing quarterly reports. New Spark currently prepares financial statements in accordance with IFRS and will not be required to file

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financial statements prepared in accordance with or reconciled to U.S. GAAP so long as its financial statements are prepared in accordance with IFRS as issued by the International Accounting Standards Board. New Spark is not required to comply with Regulation FD, which imposes restrictions on the selective disclosure of material information to stockholders. In addition, officers, board members and principal stockholders are exempt from the reporting and short-swing profit recovery provisions of Section 16 of the Exchange Act and the rules under the Exchange Act with respect to their purchases and sales of New Spark Ordinary Shares. Accordingly, after the Business Combination, if you hold New Spark ADSs, you may receive less or different information about New Spark than you currently receive about Spark.

In addition, as a “foreign private issuer” whose ADSs will be listed on the NYSE American, New Spark is permitted to follow certain home country corporate governance practices in lieu of certain NYSE American requirements. Such German home country practices may afford less protection to holders of the New Spark ADSs. A foreign private issuer listed on the NYSE American must disclose in its Annual Reports filed with the SEC or on its website significant ways in which its corporate governance practices differ from those followed by domestic companies pursuant to the NYSE American’s standards. New Spark intends to comply with NYSE American requirements applicable to U.S. issuers. However, as a foreign private issuer incorporated in Germany and listed on the NYSE American, in the future, it may choose to follow home country corporate governance practices in lieu of certain NYSE American requirements.

New Spark could lose its status as a “foreign private issuer” under current SEC rules and regulations if more than 50% of its outstanding voting securities become directly or indirectly held of record by U.S. holders and one of the following is true: (i) the majority of board members or executive officers are U.S. citizens or residents; (ii) more than 50% of assets are located in the United States; or (iii) its business is administered principally in the United States. If New Spark loses its status as a foreign private issuer in the future, it will no longer be exempt from the rules described above and, among other things, will be required to file periodic reports and annual and quarterly financial statements as if it were a company incorporated in the United States, and such financial statements will need to be prepared in accordance with U.S. GAAP. If this were to happen, New Spark would likely incur substantial costs in fulfilling these additional regulatory requirements, and members of management would likely have to divert time and resources from other responsibilities to ensure these additional regulatory requirements are fulfilled.

New Spark is expected to be an EGC within the meaning of the Securities Act, and New Spark intends to take advantage of certain exemptions from disclosure requirements available to EGCs, which may make it more difficult to compare New Spark’s performance with other public companies.

It is expected that New Spark will be an EGC within the meaning of the Securities Act, as modified by the JOBS Act, and New Spark intends to advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not EGCs, including, but not limited to, not being required to include in SEC filings detailed information with respect to executive compensation or to comply with the auditor attestation requirements of SOX 404. As a result, holders of New Spark ADSs may not have access to certain information they may deem important. New Spark could be an EGC for up to five years, although circumstances could cause New Spark to lose that status earlier, including if New Spark is deemed to be a large accelerated filer (as defined in Rule 12b-2 under the Exchange Act), in which case New Spark would no longer be an EGC as of the following December 31. New Spark cannot predict whether investors will find the New Spark ADSs less attractive because New Spark will rely on these exemptions. If some investors find the New Spark ADSs less attractive as a result of New Spark’s reliance on these exemptions, the trading prices of the New Spark ADSs may be lower than they otherwise would be, there may be a less active trading market for its securities, including the New Spark ADSs, and the trading prices of New Spark’s securities, including the New Spark ADSs, may be more volatile.

Foreign currency exchange rate fluctuations could adversely affect New Spark’s results of operations.

New Spark operates in various international markets, primarily in various jurisdictions within the EU, and as a result, is exposed to foreign exchange risk for both the Euro and British Pound (“GBP”). On a pro forma basis, during the year ended December 31, 2016 and the six months ended June 30, 2017, 70% and 72% of New Spark’s total revenues, respectively, would have been revenues derived outside of the Euro-area. New Spark will translate international revenues into Euro-denominated operating results, so during periods

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of a strengthening Euro, New Spark's international revenues will be reduced when translated into Euro. In addition, as foreign currency exchange rates fluctuate, the translation of international revenues into Euro-denominated operating results affects the period-over-period comparability of such results. New Spark faces similar risks as a result of revenue earned in other currencies.

New Spark will report in Euro going forward. New Spark's primary exposure to foreign currency exchange risk relates to investments in non-EU subsidiaries that transact business in a functional currency other than the Euro, primarily the U.S. dollar. To the extent that the U.S. dollar continues to strengthen relative to the Euro, the translation of international revenues into Euro will reduce New Spark's U.S. dollar-denominated operating results and will affect period-over-period comparability.

Fluctuating foreign exchange rates can also result in foreign currency exchange gains and losses. New Spark does not intend to hedge any foreign currency exposures. See "Affinitas's Management's Discussion and Analysis of Financial Condition and Results of Operation — Quantitative and Qualitative Disclosures About Market Risk — Foreign Currency Exchange Risk." The continued growth and expansion of international operations into new countries increases its exposure to foreign exchange rate fluctuations. Significant foreign exchange rate fluctuations, in the case of one currency or collectively with other currencies, could adversely affect future results of operations.

U.S. investors may have difficulty enforcing civil liabilities against New Spark or members of its Administrative Board.

Certain of the members of the Administrative Board are non-residents of the United States, and all or a substantial portion of the assets of such persons are located outside the United States. As a result, it may not be possible, or may be very difficult, to serve process on such persons or New Spark in the United States or to enforce judgments obtained in U.S. courts against them or New Spark based on civil liability provisions of the securities laws of the United States. In addition, awards of punitive damages in actions brought in the United States or elsewhere may be unenforceable in Germany. An award for monetary damages under the U.S. securities laws would be considered punitive if it does not seek to compensate the claimant for loss or damage suffered and is intended to punish the defendant. The enforceability of any judgment in Germany will depend on the particular facts of the case as well as the laws and treaties in effect at the time. Litigation in Germany is also subject to rules of procedure that differ from the U.S. rules, including with respect to the taking and admissibility of evidence, the conduct of the proceedings and the allocation of costs. Proceedings in Germany would have to be conducted in the German language, and all documents submitted to the court would, in principle, have to be translated into German. For these reasons, it may be difficult for a U.S. investor to bring an original action in a German court predicated upon the civil liability provisions of the U.S. federal securities laws against New Spark and the members of its Administrative Board. The United States and Germany do not currently have a treaty providing for recognition and enforcement of judgments (other than arbitration awards) in civil and commercial matters, though recognition and enforcement of foreign judgments in Germany is possible in accordance with applicable German laws. See "Service of Process and Enforceability of Civil Liabilities."

If New Spark fails to maintain an effective system of internal control over financial reporting in the future, it may not be able to accurately report its financial condition, results of operations or cash flows, which may adversely affect investor confidence.

The Sarbanes-Oxley Act requires, among other things, that New Spark maintain effective internal control over financial reporting and disclosure controls and procedures. New Spark is required, under SOX 404, to perform system and process evaluations and testing of internal controls over financial reporting to allow management to report annually (beginning with the filing of the second Annual Report) on the effectiveness of internal control over financial reporting. This assessment requires disclosure of any material weaknesses in New Spark's internal control over financial reporting identified by management. SOX 404 also generally requires an attestation from New Spark's independent registered public accounting firm on the effectiveness of internal control over financial reporting. However, for as long as New Spark remains an EGC, it intends to take advantage of the exemption permitting it not to comply with the independent registered public accounting firm attestation requirement. At the time when New Spark is no longer an EGC, its independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which New Spark's controls are documented, designed or operating. Remediation efforts may not enable New Spark to avoid a material weakness in the future.

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Compliance with SOX 404 will require the incurrence of substantial accounting expense and consume significant management efforts. New Spark may not be able to complete evaluation, testing and any required remediation in a timely fashion. During the evaluation and testing process, if New Spark identifies one or more material weaknesses in internal control over financial reporting, it will be unable to assert that its internal control over financial reporting is effective. New Spark cannot assure you that there will not be material weaknesses or significant deficiencies in its internal control over financial reporting in the future. Any failure to maintain internal control over financial reporting could severely inhibit its ability to accurately report financial condition, results of operations or cash flows. If New Spark is unable to conclude that internal control over financial reporting is effective, or if its independent registered public accounting firm determines New Spark has a material weakness or significant deficiency in internal control over financial reporting, it could lose investor confidence in the accuracy and completeness of its financial reports, the market price of the New Spark ADSs could decline, and New Spark could be subject to sanctions or investigations by the NYSE American, the SEC or other regulatory authorities. Failure to remedy any material weakness in internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, could also restrict future access to the capital markets.

U.S. investors could suffer adverse tax consequences if New Spark is characterized as a passive foreign investment company (“PFIC”) for U.S. federal income tax purposes.

Generally, if, for any taxable year, at least 75% of New Spark’s gross income is passive income, or at least 50% of the gross average quarterly value of New Spark’s assets is attributable to assets that produce passive income or are held for the production of passive income, New Spark would be characterized as a PFIC for U.S. federal income tax purposes. If New Spark is characterized as a PFIC, U.S. holders of New Spark Ordinary Shares or ADSs may suffer adverse tax consequences, including having gains realized on the sale of New Spark Ordinary Shares or ADSs treated as ordinary income, rather than capital gain, the loss of the preferential rate applicable to dividends paid by New Spark to individuals who are U.S. holders (as defined in “Proposal One — Adoption of the Agreement and Plan of Merger — Material U.S. Federal Income Tax Consequences of the Business Combination to U.S. Holders”), and having interest charges apply to distributions by New Spark and the proceeds of sales of New Spark ADSs or shares. See “Proposal One — Adoption of the Agreement and Plan of Merger — Material U.S. Federal Income Tax Consequences of the Business Combination to U.S. Holders — Ownership and Disposition of New Spark ADSs.”

Risks Relating to the New Spark ADSs

There may be limited trading volume for New Spark’s ADSs, which could reduce liquidity for the holders of New Spark ADSs, and may cause the price of New Spark ADSs to be volatile, all of which may lead to losses by investors. There may be limited trading volume for New Spark ADSs on the NYSE American, such that trading does not reach the level that enables holders of New Spark ADSs to freely sell their New Spark ADSs in substantial quantities on an ongoing basis and thereby readily achieve liquidity for their investment. In addition, if there is limited trading volume, the New Spark ADSs may experience significant market price and volume fluctuations in the future, in response to factors such as announcements of developments related to New Spark and its subsidiaries, announcements by competitors of New Spark and its subsidiaries, fluctuations in financial results and general conditions in the dating services industry.

Future sales of New Spark ADSs or New Spark Ordinary Shares or securities convertible or exchangeable for New Spark ADSs or New Spark Ordinary Shares, or the perception that such sales might occur, may cause the price of New Spark ADSs to decline and may dilute your voting power and your ownership interest in New Spark.

If existing stockholders or option holders sell, or indicate an intention to sell, substantial amounts of New Spark ADSs (or New Spark Ordinary Shares that can be deposited with the New Spark ADS Depository in exchange for New Spark ADSs) in the public market, the price of New Spark ADSs could decline. The perception in the market that these sales may occur could also cause the price of New Spark

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ADSs to decline. Upon the effectiveness of the Registration Statement of which this proxy statement/ prospectus forms a part or other registration statements New Spark could elect to file with respect to any other New Spark ADSs or New Spark Ordinary Shares, any sales of those ADSs or shares, or any perception in the market that such sales may occur, could cause the trading price of New Spark ADSs to decline. As of the date of effectiveness of such registration statement, such shares registered for resale will be freely tradable without restriction under the Securities Act except for shares purchased by affiliates.

The price of New Spark ADSs may fluctuate significantly.

The stock market generally has experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of listed companies. Broad market and industry factors may negatively affect the market price of New Spark ADSs, regardless of New Spark's actual operating performance. The market price and liquidity of the market for New Spark ADSs may fluctuate and may be significantly affected by numerous factors, some of which are beyond New Spark's control. These factors include:

- significant volatility in the market price and trading volume of securities of companies in the sector within which New Spark operates, which is not necessarily related to the operating performance of these companies;
- the mix of services that New Spark provides, during any period; delays between its expenditures to develop and market new services and the generation of sales from those services and the related risk of obsolete services;
- changes in the amount that New Spark spends to develop, acquire or license new services, technologies or businesses;
- changes in New Spark's expenditures to promote its services;
- success or failure of research and development projects of New Spark or its competitors;
- announcements of acquisitions by New Spark or one of its competitors;
- the general tendency towards volatility in the market prices of shares of companies that rely on technology and innovation;
- changes in regulatory policies or tax guidelines;
- changes or perceived changes in earnings or variations in operating results;
- any shortfall in revenues or net income from levels expected by investors or securities analysts; and
- general economic trends and other factors.

Certain rights of holders of Spark Shares will change as a result of the Business Combination.

Following completion of the Business Combination, holders of Spark Shares will no longer be holders of Spark Shares, but will instead be holders of New Spark ADSs. Each New Spark ADS will represent 0.1 New Spark Ordinary Shares, and holders of New Spark ADSs will not be direct holders of New Spark Ordinary Shares. As a result, there will be significant differences between your current rights as a holder of Spark Shares, on the one hand, and the rights to which you will be entitled as a holder of New Spark ADSs, on the other hand. See “— Your rights as a holder of ADSs representing ordinary shares of a German corporation organized as a European stock corporation may differ from your rights as a stockholder in a U.S. corporation.” For a more detailed discussion of the differences in the rights of holders of Spark Shares and New Spark ADSs, see “Comparison of Rights of Stockholders of Spark and Stockholders of New Spark” and “Description of the New Spark American Depositary Shares.”

There has been no prior market for the New Spark ADSs.

New Spark plans to apply for listing of the New Spark ADSs and expects that New Spark ADSs will begin trading in the U.S. during NYSE American trading hours on the effective date of the Business Combination. However, given that New Spark is a new entity that has not previously listed its ordinary shares or ADSs, there will be no public market for New Spark ADSs prior to their issuance in connection with the Business Combination. An active public market in the New Spark ADSs may not develop or be sustained after their issuance.

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Your rights as a holder of ADSs representing ordinary shares of a German company organized as a European stock corporation may differ from your rights as a stockholder in a U.S. corporation.

New Spark is organized as a European stock corporation (Societas Europaea, SE) under the laws of Germany. You should be aware that the rights of stockholders under German law differ in important respects from those of stockholders in a U.S. corporation. These differences include, in particular:

- Under German law, certain important resolutions, including, for example, capital decreases, measures under the German Transformation Act (Umwandlungsgesetz), such as mergers, conversions and spin-offs, the issuance of convertible bonds or bonds with warrants attached and the dissolution of the German stock corporation apart from insolvency and certain other proceedings, require the vote of a 75% majority of the capital present or represented at the relevant stockholders' meeting. Therefore, the holder or holders of a blocking minority of 25% or, depending on the attendance level at the stockholders' meeting, the holder or holders of a smaller percentage of the shares in a German stock corporation may be able to block any such votes, possibly to New Spark's detriment or the detriment of other stockholders.

- As a general rule under German law, in the case of a one-tier European stock corporation a stockholder has no direct recourse against the members of the administrative board and managing directors, in the event that it is alleged that they have breached their duty of loyalty or duty of care to the corporation. Apart from insolvency or other special circumstances, only the European stock corporation itself has the right to claim damages from members of the board and executive officers. A European stock corporation may waive or settle these damages claims only if at least three years have passed and the stockholders approve the waiver or settlement at the stockholders' meeting with a simple majority of the votes cast, provided that a minority holding, in the aggregate, 10% or more of the European stock corporation's share capital does not have its opposition formally noted in the minutes maintained by a German civil law notary.

For more information, New Spark has provided summaries of relevant German corporation law and of its articles of association. See "Comparison of Rights of Stockholders of Spark and Stockholders of New Spark."

The trading price of New Spark ADSs after the consummation of the Business Combination may be affected by factors different from those affecting the price of Spark Shares before the Business Combination.

Upon the consummation of the Business Combination, holders of Spark Shares will be entitled to become holders of New Spark ADSs. The results of operations of New Spark, as well as the trading price of New Spark ADSs, after the Business Combination, may be affected by factors different from those currently affecting Spark's results of operations and the trading price of Spark Shares. See "— Risks Relating to New Spark — The Price of New Spark ADSs may fluctuate significantly."

Holders of New Spark ADSs will not have the same voting rights as New Spark stockholders, which may affect the value of New Spark ADSs.

Holders of New Spark ADSs will not be able to directly vote underlying New Spark Ordinary Shares. Holders of New Spark ADSs may instruct the New Spark ADS Depositary how to vote the New Spark Ordinary Shares underlying their ADSs. If New Spark asks it to, the New Spark ADS Depositary will send out information about stockholder meetings and solicit voting instructions and will try to carry out voting instructions it receives. However, New Spark is not required to instruct the New Spark ADS Depositary to take action with respect to stockholder meetings. If it does not do so, holders of New Spark ADSs can still send voting instructions to the New Spark ADS Depositary, and the New Spark ADS Depositary may try to carry out those instructions, but it is not required to do so. However, holders of New Spark ADSs may not become aware of stockholder meetings if the New Spark ADS Depositary does not send out information. Even if the New Spark ADS Depositary does solicit voting instructions, holders of New Spark ADSs may not receive the information in time. Because of these factors, holders of New Spark ADSs may not be able to effectively exercise voting rights that they would have if they held New Spark Ordinary Shares directly.

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The principal stockholders and management of New Spark own a significant percentage of New Spark Ordinary Shares and will be able to exert significant influence over matters subject to stockholder approval.

Members of the Administrative Board and holders of 5% or more of New Spark Ordinary Shares are expected to beneficially own a majority of New Spark Ordinary Shares (including New Spark Ordinary Shares represented by New Spark ADSs). Following the consummation of the Business Combination, the principal stockholders (those stockholders expected to own at least 5% of New Spark Ordinary Shares) and management of New Spark are expected to hold approximately 65% (excluding any shares underlying options or RSUs) of the New Spark Ordinary Shares (which may be held in the form of New Spark ADSs). All Affinitas stockholders entered into the Support Agreement and agreed to vote in favor of any proposal to consummate certain obligations of Affinitas or New Spark and vote against any action that would reasonably be expected to interfere with the Merger or the Affinitas Share Exchange. PEAK6, Osmium Partners, LLC, 402 Capital LLC, the chief financial officer of Spark and all of the members of the Spark Board entered into the Voting Agreement and agreed to vote (i) in favor of the Merger and (ii) against any action that would materially impair the Merger. Each of the Support Agreement and Voting Agreement will terminate upon consummation of the Business Combination and New Spark does not expect its principal stockholders to enter into any stockholders agreements to vote together on certain matters following the Merger. See “Agreements Entered into in Connection with the Merger Agreement.”

These stockholders have significant influence over the outcome of all matters requiring stockholder approval. For example, these stockholders may be able to influence the outcome of elections of members of Administrative Board, amendments of New Spark’s organizational documents, or approval of any merger, sale of assets, or other major corporate transactions. This may prevent or discourage unsolicited acquisition proposals or offers for New Spark ADSs that you may feel are in your best interest as a holder of New Spark ADSs. The interests of this group of stockholders may not always coincide with your interests or the interests of other stockholders, and they may act in a manner that advances their best interests and not necessarily those of other stockholders, including seeking a premium value for their New Spark Ordinary Shares, which might affect the prevailing market price for New Spark ADSs. You might not receive distributions on New Spark Ordinary Shares represented by the New Spark ADSs or any value for them.

Under the terms of the New Spark Deposit Agreement, the New Spark ADS Depositary has agreed to pay to you the cash dividends or other distributions it or the custodian receives on the New Spark Ordinary Shares after deducting fees and expenses. You will receive these distributions in proportion to the number of New Spark Ordinary Shares represented by your New Spark ADSs. However, in accordance with the limitations set forth in the New Spark Deposit Agreement, the New Spark ADS Depositary is not required to make a distribution if it decides it may be unlawful or impractical to make a distribution available to holders of New Spark ADSs. See the section entitled “Description of the New Spark American Depositary Shares” for a description of the New Spark ADSs and the New Spark Deposit Agreement.

Certain or all of the holders of New Spark ADSs may be unable to claim tax credits with respect to, or tax refunds to reduce German withholding tax applicable to the payment of dividends, or a dividend may be effectively taxed twice. New Spark does not anticipate paying dividends on its New Spark ADSs for the foreseeable future. As a German tax resident company, however, if New Spark pays dividends, such dividends will be subject to German withholding tax. Currently, the applicable German withholding tax rate is 26.375% of the gross dividend. This German tax can be reduced to the applicable U.S.-Germany income tax treaty (“Treaty”) rate, which is generally 15%, if the applicable taxpayer is eligible for such Treaty rate and files an application containing a specific German tax certificate with the German Federal Central Tax Office (Bundeszentralamt für Steuern). If such a tax certificate cannot be delivered to the New Spark ADS holder due to applicable settlement mechanics or lack of information regarding the New Spark ADS holder, holders of the New Spark ADSs may be unable to benefit from the double tax treaty relief (including “Eligible U.S. Holders” as defined under the Treaty) and may be unable to file for a credit of such withholding tax in its jurisdiction of residence. Further, the payment made to the New Spark ADS holder equal to the net dividend may, under the tax law applicable to the New Spark ADS holder, qualify as taxable income that is in turn subject to withholding, which could mean that a dividend is effectively taxed twice. There can be no guarantee that the

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information delivery requirement can be satisfied in all cases, which could result in adverse tax consequences for affected New Spark ADS holders. New Spark ADS holders should note that the applicable interpretation circular (Besteuerung von American Depository Receipts (ADR) auf inländische Aktien) issued by the German Federal Ministry of Finance (Bundesministerium der Finanzen), dated May 24, 2013 (reference number IV C 1-S2204/12/10003) (the “ADR Tax Circular”), is not binding on German courts, and there is no certainty as to whether a German tax court will follow the ADR Tax Circular in determining the German tax treatment of the New Spark ADSs. In addition, the ADR Tax Circular does not include details on how an ADR program should be designed. If the New Spark ADSs are determined not to fall within the scope of application of the ADR Tax Circular, or a German tax court does not follow the ADR Tax Circular, and profit distributions made with respect to the New Spark ADSs were not treated as a dividend for German tax purposes, the New Spark ADS holder would not be entitled to a refund of any taxes withheld on the dividends under German tax law and profit distributions made with respect to the New Spark ADSs may be effectively taxed twice.

You may have less access to information about New Spark and less opportunity to exercise your rights as a security holder if you hold New Spark ADSs instead of New Spark Ordinary Shares.

The rights and terms of the New Spark ADSs are designed to replicate, to the extent reasonably practicable, the rights attendant to New Spark Ordinary Shares, for which there is no active trading market in the United States. However, because of aspects of German law, New Spark’s Articles of Association and the terms of the New Spark Deposit Agreement under which the New Spark ADSs are issued, your rights as a holder of New Spark ADSs will differ in various ways from a stockholder’s rights, and you may be affected in other ways, including:

- you may not be able to participate in rights offerings or dividend alternatives;
- the New Spark Deposit Agreement may be amended by New Spark and the New Spark ADS Depositary, or may be terminated by New Spark or the New Spark ADS Depositary, without your consent in a manner that could prejudice your rights; and
- the New Spark Deposit Agreement limits New Spark’s obligations and liabilities and those of the New Spark ADS Depositary.

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CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING INFORMATION

This proxy statement/prospectus and the documents to which Spark and Affinitas refer herein contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact are forward-looking statements. These forward-looking statements involve known and unknown risks, uncertainties, and other factors that may cause Affinitas's, Spark's, or New Spark's performance or achievements to be materially different from those of any expected future results, performance, or achievements. Forward-looking statements speak only as of the date they are made, and neither New Spark, Affinitas nor Spark assumes any duty to update forward-looking statements. Readers are cautioned that a number of important factors could cause actual results to differ materially from those expressed in, or implied or projected by, such forward-looking statements. Words and expressions reflecting optimism, satisfaction, or disappointment with current prospects, as well as words such as "believes," "hopes," "intends," "estimates," "expects," "projects," "plans," "anticipates," and variations thereof, or the use of future tense, identify forward-looking statements, but their absence does not mean that a statement is not forward-looking. Forward-looking statements include, but are not limited to, statements about the benefits of the Business Combination, statements about the ability to drive superior growth or achieve cost savings, statements about operating a diverse global platform of premium online dating sites, statements about the ability to leverage strengths of each company to provide exceptional user experience and drive stockholder value, statements about the expected size of the combined company, statements about the projected financial results of the combined company for 2018, statements about the combined company's plans, objectives, expectations and intentions and other statements that are not historical facts. Such forward-looking statements are not guarantees of performance and actual results could differ materially from those contained in such statements. Factors that could cause or contribute to such differences include, but are not limited to: the occurrence of any event, change or other circumstances that could give rise to the termination of the Merger Agreement, the failure to obtain Spark Stockholder approval, or the failure to satisfy the closing conditions; the risk that the benefits from the Business Combination may not be fully realized or may take longer to realize than expected; risks related to the degree of competition in the markets in which Spark and Affinitas operate; risks related to disruption of management's attention from Spark's or Affinitas's ongoing business operations due to the transaction; the effect of the announcement of the Business Combination on the ability of Spark and Affinitas to retain and hire key personnel, operating results and business generally; Spark's and Affinitas's ability to continue to control costs and operating expenses; Spark's and Affinitas's ability to achieve the intended cost savings; the ability to promptly and effectively integrate the businesses of Spark and Affinitas; Spark's and Affinitas's ability to generate cash from operations, lower-than-expected revenues, credit quality deterioration or a reduction in net earnings; Spark's and Affinitas's ability to raise outside capital and to repay debt as it comes due; Spark's and Affinitas's ability to introduce new competitive products and the degree of market acceptance of such new products; the timing and market acceptance of new products introduced by Spark's and Affinitas's competitors; Spark's and Affinitas's ability to maintain strong relationships with branded channel partners; changes in Spark's stock price before the Closing, including as a result of the financial performance of Affinitas prior to the Closing, or more generally due to broader stock market movements, and the performance of peer group companies; Spark's and Affinitas's ability to enforce intellectual property rights and protect their respective intellectual property; general competition and price measures in the market place; general economic conditions; and the other concerns identified in the section titled "Risk Factors." Although Spark and Affinitas believe the assumptions upon which these forward-looking statements are based are reasonable, any of these assumptions could prove to be inaccurate and the forward-looking statements based on these assumptions could be incorrect. The underlying expected actions or Spark's or Affinitas's results of operations involve risks and uncertainties, many of which are outside of either company's control, and any one of which, or a combination of which, could materially affect Spark's and Affinitas's results of operations and whether the forward-looking statements ultimately prove to be correct. These forward-looking statements speak only as of the date on which the statements were made and neither Spark nor Affinitas undertakes any obligation to update or revise any forward-looking statements made in this proxy statement/prospectus or elsewhere as a result of new information, future events, or otherwise, except as required by law.

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In addition to other factors and matters contained or incorporated in this document, the factors discussed under “Risk Factors” could cause actual results to differ materially from those discussed in the forward-looking statements. Many of the factors that will determine Spark’s and Affinitas’s future results are beyond Spark’s and Affinitas’s ability to control or predict. Spark and Affinitas cannot guarantee any future results, levels of activity, performance, or achievements. In light of the significant uncertainties inherent in the forward-looking statements, readers should not place undue reliance on forward-looking statements.

Additional information about these factors and about the material factors or assumptions underlying such forward-looking statements may be found in this proxy statement/prospectus.

Readers are cautioned that any forward-looking statement speaks only as of the date of this proxy statement/prospectus, and it should not be assumed that the statements remain accurate as of any future date. Neither Affinitas nor Spark undertakes any obligation to update or revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as may be required by law. Spark and Affinitas caution further that, as it is not possible to predict or identify all relevant factors that may impact forward-looking statements, the foregoing list should not be considered a complete statement of all potential risks and uncertainties.

Readers should carefully consider the cautionary statements contained or referred to in this section in connection with any subsequent forward-looking statements that may be issued by Spark or Affinitas or persons acting on behalf of either party.

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THE SPECIAL MEETING OF SPARK STOCKHOLDERS

This section contains information for holders of Spark Shares about the Special Meeting that Spark has called to allow its stockholders to consider and approve the Merger Agreement. Spark is mailing this proxy statement/prospectus to its common stockholders on or about October 5, 2017. Together with this proxy statement/prospectus, Spark is sending a notice of the Special Meeting and a form of proxy that the Spark Board is soliciting for use at the Special Meeting and at any adjournments or postponements of the Special Meeting.

This proxy statement/prospectus is also being furnished by New Spark to stockholders of Spark as a prospectus in connection with the issuance of New Spark ADSs upon completion of the Merger.

Date, Time, Place and Purpose of the Special Meeting

This proxy statement/prospectus is being furnished to Spark Stockholders as part of the solicitation of proxies by the Spark Board for use at the Special Meeting to be held on November 2, 2017, at 9:00 a.m. local time, at 11150 Santa Monica Blvd., Suite 600, Los Angeles, California 90025, or at any postponement or adjournment thereof.

At the Special Meeting, Spark Stockholders will be asked to consider and vote upon the following proposals:

1. the Merger Agreement Proposal; and
2. the Adjournment Proposal.

The Merger Agreement Proposal

Spark Stockholders must adopt the Merger Agreement by approving the Merger Agreement Proposal in order for the Merger to occur. A copy of the Merger Agreement is attached as Annex A to this proxy statement/prospectus, and you are encouraged to read the Merger Agreement carefully and in its entirety, as well as the other information in this proxy statement/prospectus.

Adjournment Proposal

Spark Stockholders are being asked to grant authority to proxy holders to vote in favor of one or more adjournments of the Special Meeting, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the Special Meeting to adopt the Merger Agreement. If this proposal is approved, the Special Meeting could be successively adjourned to any date. In accordance with the Spark Bylaws, a vote on adjournment of the Special Meeting may be taken in the absence of a quorum. Spark does not intend to call a vote on adjournment of the Special Meeting to solicit additional proxies if the Merger Agreement Proposal is approved at the Special Meeting.

Recommendation of the Spark Board of Directors

The Spark Board recommends that you vote "FOR" the Merger Agreement Proposal and "FOR" the Adjournment Proposal.

Spark Record Date; Shares Entitled to Vote

Spark has set the close of business on October 2, 2017, as the record date for the Special Meeting, and only holders of record of Spark Shares on the record date are entitled to vote at the Special Meeting or any postponements or adjournments thereof. You are entitled to receive notice of, and to vote at, the Special Meeting if you owned Spark Shares, including shares in respect of Spark restricted stock awards, as of the close of business on the record date. You will have one vote on all matters properly coming before the Special Meeting for each Spark Share that you owned as of the close of business on the record date.

As of the record date, October 2, 2017, there were 32,254,862 Spark Shares outstanding and entitled to vote, held by 57 holders of record. As of the record date, the directors and executive officers of Spark and their affiliates beneficially owned and were entitled to vote approximately 7,928,533 Spark Shares representing approximately 24.1% of the Spark Shares outstanding on that date.

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As of the record date, October 2, 2017, Affinitas did not beneficially own any shares of Spark's common stock.

Quorum Required

The presence, in person or represented by proxy, of holders of a majority of the aggregate voting power of the issued and outstanding Spark Shares entitled to vote at the Special Meeting constitutes a quorum for the purposes of the Special Meeting.

Abstentions, which occur when you vote "ABSTAIN" with respect to one or more proposals, will be considered present for purposes of establishing a quorum.

Spark Shares held in "street name" with respect to which the beneficial owner fails to give voting instructions to the broker, bank, nominee or other holder of record, and Spark Shares with respect to which the beneficial owner otherwise fails to vote, will not be considered present and entitled to vote at the Special Meeting for the purpose of determining the presence of a quorum. Failures to vote will not be considered present for purposes of establishing a quorum.

Required Vote

The approval of the Merger Agreement Proposal requires the affirmative vote of a majority of the outstanding Spark Shares entitled to vote thereon. Failures to vote, abstentions and broker non-votes will have the same effect as a vote "AGAINST" the approval of the Merger Agreement.

The approval of the Adjournment Proposal requires the affirmative vote of the holders of a majority of Spark Shares present in person or represented by proxy and entitled to vote thereon, whether or not a quorum is present. If your Spark Shares are present at the Special Meeting but are not voted on the proposal, or if you vote to abstain on the proposal, each will have the effect of a vote "AGAINST" the Adjournment Proposal. If you fail to submit a proxy and fail to attend the Special Meeting or if your Spark Shares are held through a bank, brokerage firm or other nominee and you do not instruct your bank, brokerage firm or other nominee to vote your Spark Shares, your Spark Shares will not be voted, but this will not have an effect on the approval of the Adjournment Proposal.

In connection with the Merger, PEAK6, Osmium Partners, LLC, 402 Capital LLC, the members of the Spark Board and certain members of Spark's senior management, who collectively held approximately 38.05% of the Spark Shares outstanding as of the record date, entered into a voting agreement (the "Voting Agreement") with Affinitas in which each has agreed to appear for the purpose of obtaining a quorum at the Spark Stockholders meeting and to vote all Spark Shares or other equity securities owned by such stockholder and entitled to vote, or with respect to which such stockholder has voting power or control, in favor of the adoption of the Merger Agreement. Each such person also delivered to Affinitas an irrevocable proxy covering the total number of Spark Shares beneficially owned by such stockholder to vote such shares in favor of the adoption of the Merger Agreement.

How to Vote

Stockholders of Record

If your Spark Shares are registered directly in your name with Computershare, the transfer agent of Spark, you are considered to be, with respect to those Spark Shares, the stockholder of record. If you are a stockholder of record, this proxy statement/prospectus and the enclosed proxy card have been sent directly to you by Spark.

If you are a stockholder of record, you may have your Spark Shares voted on matters presented at the Special Meeting in the following ways:

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by touch-tone telephone or over the Internet, by accessing the telephone number or Internet website specified on the enclosed proxy card. The control number provided on your proxy card is designed to verify your identity when voting by telephone or by Internet. Proxies delivered over

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the Internet or by telephone must be submitted by 11:59 pm, Eastern Time, on the day before the Special Meeting. Please be aware that if you vote by telephone or over the Internet, you may incur costs such as telephone and Internet access charges for which you will be responsible;

- by completing, signing, dating and returning the enclosed proxy card in the accompanying prepaid reply envelope, which must be received before the Spark Shares are voted at the Special Meeting; or

- in person — you may attend the Special Meeting and cast your vote there. Attendance at the Special Meeting will not, in and of itself, constitute a vote or a revocation of a prior proxy.

Beneficial Holders

If your Spark Shares are held through a bank, brokerage firm or other nominee, you are considered the beneficial owner of Spark Shares held in “street name.” In that case, this proxy statement/prospectus has been forwarded to you by your bank, brokerage firm or other nominee who is considered, with respect to those Spark Shares, the stockholder of record. As the beneficial owner, you have the right to direct your bank, brokerage firm or other nominee as to how to vote your shares by following their instructions for voting.

In accordance with the rules of the NYSE American, brokers, banks and other nominees who hold shares of common stock in “street name” for their customers do not have discretionary authority to vote the shares with respect to the proposal to adopt the Merger Agreement Proposal or the Adjournment Proposal, if necessary or appropriate, including to solicit additional proxies. Accordingly, if brokers, banks or other nominees do not receive specific voting instructions from the beneficial owner of such shares, they may not vote such shares with respect to these proposals. Under such circumstance, a “broker non-vote” would arise. Broker non-votes, if any, will not be considered present at the Special Meeting for purposes of determining whether a quorum is present at the Special Meeting, will have the same effect as a vote “AGAINST” the Merger Agreement Proposal and will have no effect on the Adjournment Proposal. Thus, for Spark Shares held in “street name,” only shares of common stock affirmatively voted “FOR” the proposal to adopt the Merger Agreement will be counted as a vote in favor of such proposal.

Other Voting Instructions

Please refer to the instructions on your proxy or voting instruction card to determine the deadlines for voting over the Internet or by telephone. If you submit a proxy by mailing a proxy card, your proxy card should be mailed in the accompanying prepaid reply envelope, and your proxy card must be filed with the Corporate Secretary of Spark by the time the Special Meeting begins. Please do not send in your stock certificates with your proxy card. When the Merger is completed, a separate letter of transmittal will be mailed to you that will enable you to receive the Merger Consideration in your elected form in exchange for your stock certificates.

If you vote by proxy, the individuals named on the enclosed proxy card (each of them, with full power of substitution) will vote your Spark Shares in the way that you indicate. When completing the Internet or telephone processes or the proxy card, you may specify whether your Spark Shares should be voted “FOR” or “AGAINST” or to “ABSTAIN” from voting on all, some or none of the specific items of business to come before the Special Meeting.

If you properly sign your proxy card but do not mark the boxes showing how your Spark Shares should be voted on a matter, the Spark Shares represented by your properly signed proxy will be voted “FOR” the Merger Agreement Proposal and “FOR” the Adjournment Proposal.

If you hold your shares in more than one brokerage account, or if you hold your shares in multiple ways (as a record holder and/or beneficial holder), you may have received more than one set of proxy materials. It is important that you return all proxy cards and voting instruction cards to make sure all your shares are voted.

If you have any questions or need assistance voting your shares, please contact Spark, by calling toll-free at (888) 522-6176.

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Stockholders Sharing an Address

As permitted by the Exchange Act, only one copy of this proxy statement/prospectus is being delivered to Spark Stockholders residing at the same address, unless such Spark Stockholders have notified Spark of their desire to receive multiple copies of this proxy statement/prospectus. This is known as householding. Spark will promptly deliver, upon oral or written request, a separate copy of this proxy statement/ prospectus to any Spark Stockholder residing at an address to which only one copy was mailed. Spark Stockholders who do not receive a separate copy of this proxy statement/prospectus and who want to receive a separate copy may request to receive a separate copy of this proxy statement/prospectus by writing to Spark Networks, Inc., Attn: Corporate Secretary, 11150 Santa Monica Blvd., Suite 600, Los Angeles, California 90025. Spark undertakes to deliver promptly a copy of this proxy statement/prospectus upon the receipt of such request. Spark Stockholders who share an address and receive multiple copies of this proxy statement/prospectus may also request to receive a single copy by following the instructions above.

IT IS IMPORTANT THAT YOU VOTE YOUR SHARES OF SPARK COMMON STOCK PROMPTLY.

Revocations

Stockholders of Record

If you are a stockholder of record, you may change your vote at any time before your shares are voted in any of the following ways:

- by voting via Internet or telephone at a later date (in which case only the later-submitted proxy will be counted and the earlier-submitted proxy will be revoked);
- by completing, signing, dating and returning a new proxy card, which must be received before the shares are voted at the Special Meeting (in which case only the later-submitted proxy will be counted and the earlier-submitted proxy will be revoked);
- by filing a timely written notice of revocation with the Corporate Secretary of Spark at Spark Networks, Inc., Attn: Corporate Secretary, 11150 Santa Monica Blvd., Suite 600, Los Angeles, California 90025; or
- in person — you may attend the Special Meeting and cast your vote there (in which case any earlier-submitted proxy will be revoked). Attendance at the Special Meeting will not, in and of itself, constitute a vote or a revocation of a prior proxy.

Unless you decide to attend the meeting and vote your shares in person after you have submitted a prior proxy, Spark recommends that you revoke or amend your prior instructions in the same way you initially gave them — that is, by telephone, Internet or in writing. This will help to ensure that your shares are voted the way you have determined you wish them to be voted. If you revoke by mail or by using the telephone or Internet voting options, Spark must receive the revocation before the Special Meeting begins. If you choose to revoke by mail, please make sure you have provided enough time for the replacement proxy to reach Spark. Once the Special Meeting begins, you can only revoke your proxy in person. Once the polls close at the Special Meeting, the right to revoke ends.

Beneficial Holders

If you are a beneficial holder, you may change your vote by following the instructions provided to you by your bank, brokerage firm or other nominee and submit new voting instructions to such bank, brokerage firm or other nominee.

Inspector of Election

Spark has appointed Computershare to act as the inspector of election at the Special Meeting.

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Results of the Special Meeting

The preliminary voting results will be announced at the Special Meeting. In addition, within four business days following certification of the final voting results, Spark will file the final voting results with the SEC on Form 8-K.

Solicitation of Proxies; Payment of Solicitation Expenses

Spark will pay for the proxy solicitation costs related to the Special Meeting, except that Spark and Affinitas will share equally the costs and expenses of preparing the proxy statement/prospectus and filing it with the SEC.

Spark has not engaged a proxy solicitor to assist in the solicitation of proxies for the Special Meeting. Spark's directors, officers and employees may solicit proxies by telephone, by facsimile, by mail, on the Internet or in person. They will not be paid any additional amounts for soliciting proxies.

Spark may reimburse banks, brokerage firms, other nominees or their respective agents for their expenses in forwarding proxy materials to beneficial owners of Spark Shares.

No Other Business

Under the Spark Bylaws, the business to be conducted at the Spark Special Meeting will be limited to the purposes stated in the notice to Spark Stockholders provided with this proxy statement/prospectus.

Questions and Additional Information

If you have additional questions about the Merger and/or other aspects of the Business Combination, need assistance in submitting your proxy or voting your Spark Shares or need additional copies of this proxy statement/prospectus or the enclosed proxy card, please contact Spark, by calling toll-free at (888) 522-6176.

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PROPOSAL ONE — ADOPTION OF THE AGREEMENT AND PLAN OF MERGER

The following discussion contains material information about the Merger and certain terms of the Merger Agreement. You should also read in its entirety the section entitled “The Agreement and Plan of Merger” for a discussion of additional material information about the terms of the Merger Agreement. The discussion is subject to, and qualified in its entirety by reference to, the Merger Agreement, a copy of which is attached as Annex A to this proxy statement/prospectus and incorporated herein by reference. You are urged to read carefully this entire proxy statement/prospectus, including the Merger Agreement, for a more complete understanding of the Business Combination.

Terms of the Merger

Transaction Structure

Each of Affinitas’s boards and the Spark Board have approved the Merger Agreement. The Merger Agreement provides that Merger Sub will be merged with and into Spark, the separate existence of Merger Sub will cease, and Spark will become a wholly owned subsidiary of New Spark.

Merger Consideration

Under the terms and subject to the conditions of the Merger Agreement, at the Effective Time, each outstanding Spark Share will be converted into the right to receive a number of New Spark ADSs equal to the Adjustment Ratio, with each New Spark ADS representing 0.1 newly issued New Spark Ordinary Shares (the “Merger Consideration”). The “Adjustment Ratio” means 0.1, unless the Spark Warrant is exercised in whole or in part, in which case the “Adjustment Ratio” means 0.1 multiplied by a fraction, (a) the numerator of which is (x) the Post-Warrant Exercise Share Number minus the (y) aggregate number of Spark Shares issued in connection with the exercise of the Spark Warrant, and (b) the denominator of which is the Post-Warrant Exercise Share Number.

Assuming the Spark Warrant is exercised in full in cash prior to the Effective Time, the outstanding number of shares of Spark common stock would be increased by 7,500,000 and the Adjustment Ratio would consequently decrease to 0.081.

Based on the above and assuming the Spark Warrant is not exercised, a Spark Stockholder holding 1,000 shares of Spark common stock at the Effective Time, would receive 100 New Spark ADSs, representing 10 shares of New Spark. If the Spark Warrant is exercised in full in cash prior to the Effective Time, a Spark Stockholder holding 1,000 shares of Spark common stock at the Effective Time would receive 81 New Spark ADSs, representing 8.1 shares of New Spark.

Immediately following the Business Combination, it is expected stockholders of Affinitas will own approximately 75% of New Spark and Spark Stockholders will own approximately 25% of New Spark.

New Spark will not deliver any fractional New Spark ADSs in the Business Combination. Instead, a holder of Spark Shares who otherwise would have received a fraction of a New Spark ADS will receive an amount in cash (without interest and subject to applicable withholding taxes) equal to such holder’s proportionate interest in the sum of (i) the net proceeds from the sale or sales by the Exchange Agent, DTC, or DTC participants of the Excess Securities (as defined below) and (ii) the aggregate dividends or other distributions that are payable with respect to such Excess Securities (such dividends and distributions being herein called the “Fractional Dividends”). As soon as reasonably practicable following the Effective Time, the Exchange Agent, DTC, or DTC participants shall determine the excess of (x) the number of New Spark ADSs into which Spark Shares was converted over (y) the aggregate number of whole New Spark ADSs to which the former holders of Spark Shares are entitled (such excess being herein called the “Excess Securities”). The Exchange Agent, DTC, or DTC Participants shall sell the Excess Securities at the prevailing prices on the NYSE American. The sale of the Excess Securities shall be executed on the NYSE American through one or more member firms of the NYSE American and shall be executed in round lots to the extent practicable. The Exchange Agent, DTC, or DTC Participants shall deduct from the proceeds of sale of the Excess Securities all commissions, transfer taxes and other out-of-pocket transaction costs, including the expenses and compensation of the Exchange Agent, incurred in connection with such sale of

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Excess Securities. Until the net proceeds of such sale of Excess Securities and the Fractional Dividends have been distributed to the former stockholders of Spark, the Exchange Agent, DTC, or DTC Participants will hold such proceeds and dividends for the benefit of such former stockholders. As soon as reasonably practicable after the determination of the amount of cash to be paid to former stockholders of Spark for any fractional interests, the Exchange Agent, DTC, or DTC Participants shall make available such amounts to such former stockholders.

Conversion of Spark Common Stock; Exchange of Certificates

The conversion of Spark Shares into the right to receive the Merger Consideration will occur automatically upon completion of the Merger. As soon as reasonably practicable after completion of the Merger, the Exchange Agent will exchange certificates or book entry shares representing Spark Shares for Merger Consideration to be received by holders of Spark Shares in the Merger pursuant to the terms of the Merger Agreement.

Letter of Transmittal

Soon after the completion of the Merger, the Exchange Agent will send a letter of transmittal to only those persons who were registered holders of Spark Shares in certificated form at the Effective Time. This mailing will contain instructions on how to surrender certificates evidencing Spark Shares (if these shares have not already been surrendered) in exchange for the Merger Consideration that the holder is entitled to receive under the Merger Agreement. If a certificate for Spark Shares has been lost, stolen or destroyed, the Exchange Agent will issue the Merger Consideration properly payable under the Merger Agreement upon receipt of appropriate evidence as to that loss, theft or destruction, appropriate evidence as to the ownership of that certificate by the claimant, and appropriate and customary indemnification.

Withholding

New Spark, Spark and the Exchange Agent are entitled to deduct and withhold, or cause the surviving corporation following the Business Combination or the Exchange Agent to deduct and withhold, from the Merger Consideration, such amounts as it is required to deduct and withhold under any federal, state, local or foreign tax law. If any such amounts are withheld, these amounts will be treated for all purposes of the Merger as having been paid to the Spark Stockholders from whom they were withheld.

Dividends and Distributions

Until Spark Share certificates or book-entry shares are surrendered for exchange, any dividends or other distributions having a record date after the Effective Time with respect to the New Spark ADSs into which Spark Shares have been converted will accrue but will not be paid. New Spark will pay to former Spark Stockholders any unpaid dividends or other distributions, without interest, only after they have duly surrendered their Spark Share certificates or book-entry shares. After the Effective Time, there will be no transfers on the stock transfer books of Spark of any Spark Shares. If certificates representing Spark Shares are presented for transfer after the completion of the Business Combination, they will be cancelled and exchanged for the Merger Consideration.

Background of the Business Combination

The Spark Board has regularly reviewed and discussed Spark's business, performance, prospects and long-term strategy, the competitive landscape, and its expected growth opportunities. In light of the foregoing, the Spark Board has considered, from time to time, various potential strategic alternatives, including acquisitions or business combinations.

In January 2016, Spark engaged GCA Savvian Advisors, LLC ("GCA"), to serve as its exclusive financial advisor in connection with a potential sale of Spark. GCA contacted approximately 65 financial and strategic buyers as potential acquirors of Spark. Spark entered into several non-disclosure agreements with potential acquirors interested in conducting further due diligence of Spark. One of the potential acquirors that entered into a non-disclosure agreement with Spark as part of this due diligence process was Affinitas. None of these discussions with any such parties resulted in the execution of an acquisition agreement by Spark, and GCA's engagement was terminated by Spark in June 2016.

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On January 13, 2017, a representative of GCA introduced via email Robert O’Hare, the Chief Financial Officer of Spark, to a representative of a venture capital firm in order to engage in exploratory discussions about how a transaction involving Spark might be structured with the venture capital firm (such firm is referred to herein as the “VC Firm”).

On January 19, 2017, a representative of the VC Firm delivered a draft letter of intent proposing a potential merger of Spark with one of the VC Firm’s portfolio companies.

A teleconference call was held on January 20, 2017, between representatives of the VC Firm, one of the VC Firm’s portfolio companies, and members of management of Spark, including directors John Lewis and Brad Goldberg, Daniel Rosenthal, the Chief Executive Officer of Spark, and Mr. O’Hare. Thereafter, in-person meetings at Spark’s offices were held between representatives of Spark and the VC Firm on February 7, 2017.

On January 4, 2017, Jeronimo Folgueira, the Chief Executive Officer of Affinitas, and Mr. Rosenthal had a telephone conversation to discuss and explore, on a preliminary basis, a potential combination of the businesses of Affinitas and Spark.

On January 16, 2017, Mr. Folgueira provided additional information about Affinitas by email to Mr. Rosenthal and Mr. O’Hare and suggested that an in-person meeting at Spark’s offices be scheduled for the week of January 30, 2017, to further discuss a potential combination of the businesses.

On February 1, 2017, in-person meetings at Spark’s offices were held with Spark’s representatives Mr. Rosenthal, Mr. Goldberg and Mr. O’Hare, and Affinitas’s representatives Mr. Folgueira and Michael Schrezenmaier, the Chief Operating Officer of Affinitas. The meetings included a discussion of cost synergy potential for a transaction between the companies, deal structure, valuation, execution complexity and next steps.

On February 3, 2017, Mr. Folgueira distributed the written material discussed at the February 1st in-person meeting to Mr. Rosenthal, Mr. O’Hare and Mr. Goldberg. On February 8, 2017, Mr. Goldberg discussed with Mr. Folgueira timelines and next steps for a potential combination with Affinitas. Mr. Goldberg and Mr. Folgueira had follow up discussions on each of February 9, 2017 and February 10, 2017.

A meeting of the Spark Board was held by telephone on February 15, 2017. Mr. Turek was absent from the meeting. Mr. O’Hare and representatives of PEAK6 and Morrison & Foerster LLP, Spark’s legal counsel, were also in attendance. The board discussed a potential business combination with Affinitas or with the portfolio company of the VC Firm. Mr. Goldberg reported that Affinitas appeared to make more strategic sense and have less complexity than the proposals put forth by the VC Firm. In particular, the board believed that the business and operations of the VC Firm’s portfolio company were less complementary to Spark’s existing business and operations than the proposed business combination with Affinitas would be. As a result, the board viewed the proposed business combination with Affinitas as having less operational risk and more synergistic qualities than a potential transaction with the VC Firm’s portfolio company. Mr. Goldberg also discussed Affinitas’s potential valuation of Spark. Other members of the board provided their thoughts on the potential valuation. Following a discussion, the board determined to cease further discussions with the VC Firm and to focus discussions with Affinitas on a potential business combination. Mr. Brodsky also requested that Spark obtain a quality of earnings report as part of its due diligence review of Affinitas. The board then discussed and approved the formation of a transaction committee consisting of Mr. Goldberg, as chairman, Mr. McConnell and Mr. Lewis. The transaction committee was formed for the purpose of addressing some of the day-to-day requirements of the negotiation process under the direction of the Spark Board. The Spark Board and its advisors recognized that a potential transaction would require frequent meetings during the negotiation and due diligence phase of the project. Accordingly, the transaction committee’s role was to receive regular updates from management and advisors, to make recommendations to the full Spark Board relating to any potential transaction, and to inform the full Spark Board of material information and developments for their consideration. The members of the transaction committee were selected based on a number of factors, including prior mergers and acquisitions and related experience and the availability to meet with other members on a frequent basis during the negotiation

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process. The transaction committee subsequently held meetings on a regular basis throughout the process of negotiating the transaction documents with Affinitas. The meetings of the transaction committee primarily focused on the due diligence process for the proposed transaction and the transaction terms, with the transaction committee reporting to the full Spark Board any material developments relating to the transaction and such matters being addressed at the meetings of the Spark Board as described further below.

Mr. Goldberg, Mr. O'Hare and Lisa McLafferty, the Chief Revenue Officer of Spark, met with representatives of Affinitas in Berlin, Germany, on February 21, 2017, February 22, 2017, and February 23, 2017. The discussions focused on the strategic rationale for the business combination, operational issues, structure, valuation and board composition. The representatives of Affinitas used available data for Spark based on Spark's public filings and their previous experience with earlier transactions to present to the working group at the meeting the combined company's possible operating and organizational approach. This presentation framed the preliminary discussions during the meeting which covered a variety of topics, including valuation and the relative contribution of each company to the combined company's future results. When considering the structure of the proposed transaction, the attendees at the meeting focused on the valuation of Affinitas and Spark, as well as their respective markets, and the combined company's future strategies and growth as well as certain internal financial analyses, estimates and forecasts for Spark and Affinitas and proposed synergies from the Business Combination.

A meeting of the Spark Board was held by telephone on February 27, 2017, to discuss the potential combination with Affinitas. Mr. O'Hare and representatives of PEAK6 and Morrison & Foerster were also in attendance. A representative of Morrison & Foerster discussed the board's fiduciary duties with respect to the proposed transaction. Mr. Goldberg then discussed the results of recent meetings with members of Affinitas's management team, including the operational plan for the combined company, growth strategy and technology strategy. Mr. Goldberg also discussed potential transaction terms. Mr. Goldberg then discussed the potential timeline for completing the combination. The board noted the need to complete due diligence reviews and finalize a tax efficient post-closing structure. Mr. O'Hare reported that Spark was engaging a transaction advisor to conduct a quality of earnings review with respect to Affinitas. A representative of Morrison & Foerster reported that Spark was in the process of engaging an investment bank to conduct a fairness evaluation and provide an opinion with respect to the proposed combination with Affinitas. During the meeting of the Spark Board, the board concluded that a business combination with Affinitas could accelerate the accomplishment of a variety of Spark's strategic priorities, and that such a business combination could benefit Spark's stockholders by providing them with an interest in the combined company and the ability to participate in the future growth and opportunities of the combined company. The Spark Board believed that Affinitas's complementary business made the proposed combination a compelling strategic opportunity.

On March 1, 2017, Mr. Goldberg had a telephone call with Martin Weber, general partner of Holtzbrink Ventures and a member of the supervisory board of Affinitas. Mr. Goldberg and Mr. Weber discussed several topics relating to the potential transaction, including the anticipated cash position of the combined company, potential deal timeline and governance structure of the combined company.

On March 3, 2017 Spark received an engagement letter from the transaction advisor for purposes of providing financial and tax due diligence services in connection with the proposed transaction with Affinitas. The engagement letter was executed on March 22, 2017.

A meeting of the Spark Board was held by telephone on March 3, 2017. Mr. O'Hare and representatives of Morrison & Foerster were also in attendance. Mr. Goldberg discussed the status of the proposed combination with Affinitas, including, among other things, potential board composition and potential cash position of the combined company. Mr. Goldberg noted that the next step would be for Spark to prepare a non-binding term sheet for Affinitas's consideration and an exclusivity agreement. The board then discussed the rationale for the potential transaction with Affinitas, including growth opportunities in the United States, Affinitas's financial projections and potential valuations. The board also discussed economies of scale in the dating industry and that the combined company had the opportunity to be in a strong strategic position to support revenue generation and cost efficiencies. The board also discussed the potential transaction structure. A representative of Morrison & Foerster noted that a

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structure had not yet been decided, but might involve a non-U.S. holding company. The board also discussed the need to determine what effect the transaction would have on the PEAK6 Master Services Agreement and the impact on the transaction exchange ratio of leaving cash in Spark as opposed to distributing cash to stockholders by way of a dividend. The board then discussed the potential benefits of engaging a financial advisor, noting that Spark recently reviewed market opportunities with the assistance of an investment banker. The board then discussed the terms to be included in a term sheet to be provided to Affinitas, including potential stockholder lock-up agreements which would prohibit such stockholders from selling shares for a fixed period of time following closing. Mr. Goldberg said that he would work with Spark's management and Morrison & Foerster to prepare a draft term sheet for the board's review. A meeting of the Spark Board was held by telephone on March 6, 2017. Mr. Mather was absent from the meeting. Robert O'Hare and representatives of Morrison & Foerster were also in attendance. The primary purpose of the meeting was to review the proposed term sheet for the potential transaction with Affinitas. A representative of Morrison & Foerster discussed the proposed terms in the term sheet and the non-binding nature of the term sheet. Mr. Goldberg then discussed in more detail the transaction terms in the term sheet. He noted that Spark was proposing receiving a greater portion of the combined company's shares than previously discussed with Affinitas in exchange for forgoing a dividend of excess cash pre-closing. The board discussed and agreed upon the exchange ratio to be set forth in the term sheet. The board then discussed the proposed stockholder transfer restrictions, including the stockholders that may be subject to such restrictions, and noted that Spark could not commit to these restrictions on behalf of the subject stockholders. Mr. Goldberg noted the importance of the transfer restrictions for purposes of showing support for the new combined company's stock. The board then discussed the impact of the proposed transaction on the PEAK6 Master Services Agreement, noting that Affinitas did not want to maintain this agreement for more than six months following the closing of the potential transaction. However, the board recognized that this agreement cannot be unilaterally terminated without consequences, including payment to PEAK6. The board determined to state in the term sheet that this agreement would continue in accordance with its terms. The board then discussed the draft exclusivity agreement. Mr. Goldberg expressed the concern that Affinitas could be in discussions regarding other potential transactions, therefore Spark should negotiate exclusivity with Affinitas in order to minimize risk. The board determined to propose a mutual exclusivity arrangement to show Spark was willing to work toward completing a transaction with Affinitas. The board also discussed the proposed term of the exclusivity period and decided on nine months and a cap for reimbursement of expenses. The board then authorized Mr. Goldberg to finalize the term sheet and exclusivity agreement in accordance with its guidance from this meeting of the board and to submit both documents to Affinitas.

Also on March 6, 2017, Mr. Goldberg had a telephone call with Mr. Figueira and Mr. Sablotny to provide each other with updates of the recent board meetings held by both Spark and Affinitas regarding the potential transaction. Mr. Figueira also discussed several topics relating to the transaction, including financial terms, the treatment of employee equity, shareholder agreements, and the PEAK6 agreements with Spark.

On March 7, 2017, Mr. Goldberg and Mr. Weber had a telephone call where they discussed the status of the transaction, the feedback provided from their respective boards, and next steps relating to the transaction.

Also on March 7, 2017, Spark submitted a term sheet setting forth the key terms of the proposed combination and an exclusivity agreement to Affinitas. Affinitas subsequently engaged the law firm of Milbank, Tweed, Hadley & McCloy LLP ("Milbank") to serve as its counsel in connection with the transaction.

On March 9, 2017, Mr. Goldberg had a telephone call with Mr. Figueira and Mr. Sablotny to discuss next steps following Spark's submission of a term sheet, including various work streams that would be important for Spark to undertake as a public company such as a quality of earnings report on Affinitas and a fairness opinion, as well as shareholder agreements relating to the proposed transaction.

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On March 13, 2017, after interviewing a few potential financial advisors, Spark received an engagement letter from B. Riley & Co., LLC (“B. Riley”) for purposes of rendering a fairness opinion to Spark for the transaction. On March 15, 2017, Mr. Goldberg, Mr. Weber and Mr. Khalil discussed governance topics relating to the combined company, including board composition and board compensation. The engagement letter between B. Riley and Spark was executed on March 16, 2017.

Affinitas provided to Spark a revised draft of the term sheet and exclusivity agreement on March 14, 2017. After review and negotiation of the revised term sheet, the term sheet was finalized and the exclusivity agreement was signed by the parties on March 20, 2017.

On March 16, 2017, representatives of Spark and Affinitas held a kick-off meeting for the transaction to discuss the various ongoing work streams, such as legal, financial, technology and organizational, to be completed in connection with the proposed transaction.

Representatives of Affinitas and Milbank received access to the Spark virtual data room on March 15, 2017 and commenced the legal, financial and tax due diligence review of Spark. Representatives of Spark and Morrison & Foerster received access to the Affinitas virtual data room on March 18, 2017 and commenced the legal, financial and tax due diligence review of Affinitas.

Representatives of Spark and Affinitas had a telephone call on March 19, 2017 to discuss the legal, financial and organizational work streams, transaction structure and the agenda for the next meeting.

A representative of Morrison & Foerster and a representative of Milbank had a telephone call on March 20, 2017 to discuss allocation of tasks and responsibilities, legal due diligence and general transaction timing.

On March 22 and 23, 2017, representatives of Morrison & Foerster and representatives of Milbank discussed tax considerations and possible transaction structure, including the form and domicile of the publicly traded vehicle for the combined company and whether the New Spark company will list its shares on a U.S. stock exchange directly or through ADRs.

On March 22, 2017 and March 24, 2017, representatives of Spark and Affinitas discussed various work streams relating to the transaction.

After review and consultation with the management team at Spark, on March 28, 2017, Morrison & Foerster delivered the draft Merger Agreement to Milbank.

On March 30, 2017, a representative of Morrison & Foerster discussed transaction structure with a representative of Milbank, including board composition and a potential transaction structure whereby the ultimate parent company would be a European stock corporation. Also on March 30, 2017, representatives of Spark and Affinitas discussed various work streams relating to the transaction.

Milbank distributed a revised draft of the Merger Agreement to Morrison & Foerster on April 5, 2017, and initial drafts of the Voting Agreement, Registration Rights Agreement and lock-up agreement to Morrison & Foerster on April 6, 2017.

Representatives of Spark, Affinitas, Morrison & Foerster and Milbank held a telephone call on April 6, 2017 to discuss, among other things, financial due diligence review, legal due diligence review, the Merger Agreement, transaction structure, the PEAK6 Master Services Agreement, the post-closing stockholder lock-up, future transaction team meetings and preparation for closing.

On April 10, 2017, Mr. O’Hare and representatives of Morrison & Foerster met with Mr. Sablotny and representatives of Milbank to further negotiate the terms of the Merger Agreement, the Voting Agreement, the Registration Rights Agreement and the Lock-Up Agreement. The terms of the Merger Agreement were the focus of these negotiations, particularly the exchange ratio for purposes of determining the number of New Spark ADSs received in exchange for Spark shares in the Merger, the composition of the board and officers following the completion of the Business Combination, and the termination fees. Also discussed during the meeting were the parties that would ultimately be subject to lock-up agreements and the percentage of shares to be subject to the lock-up. Following this meeting, Morrison & Foerster delivered a revised draft of the Merger Agreement to Milbank on April 12, 2017.

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Representatives of Spark, Morrison & Foerster and Milbank held a telephone call on April 11, 2017 to discuss follow up questions from Affinitas's due diligence review of Spark.

On April 17, 2017, Mr. Goldberg and Mr. Folgueira held a telephone call to discuss updates and related matters concerning the potential transaction.

Revisions to the Voting Agreement were distributed by Morrison & Foerster on April 17, 2017. Revisions to the Registration Rights Agreement were distributed by Morrison & Foerster on April 18, 2017, and revisions to the lock-up agreement were distributed by Morrison & Foerster on April 19, 2017.

On April 19, 2017, a representative of Morrison & Foerster and a representative of Milbank had a telephone call to discuss Morrison & Foerster's revisions to the Merger Agreement. Also on April 19, 2017, representatives of Morrison & Foerster's Berlin office and Milbank's Munich office held a telephone call to discuss, among other things, the post-closing structure of the new company and the treatment of Spark Stock Options and RSUs in the transaction, including by having Spark Stock Options exchanged for awards to acquire ADSs from a trust formed to hold such ADSs for such purpose.

On April 20, 2017, representatives of Milbank distributed an initial draft of the Affinitas stockholder support agreement to Morrison & Foerster.

On April 20, 2017, the Spark Board met telephonically. Mr. O'Hare and representatives of Morrison & Foerster, the transaction advisor and B. Riley also attended. The representatives of the transaction advisor presented a preliminary report of their findings for the quality of earnings report they had been preparing and provided an overview of the financial diligence being performed on Affinitas, as well as an overview of the key tax findings. The board of directors discussed the key findings of the transaction advisor. Representatives of B. Riley then provided a high level summary of the preliminary conclusions in the key areas covered by their draft fairness opinion, including a pro forma financial overview of Spark following the Merger. The board of directors and the representatives of B. Riley discussed the valuation methodologies used by B. Riley in preparing their fairness opinion. A representative of Morrison & Foerster discussed the status of principal deal documents and the timing of negotiations to take place in New York City the following week. Mr. O'Hare then provided a summary of the key deal terms, including the structure of the transaction and the pro forma ownership of Spark following the Business Combination, and presented a summary of the transaction valuation. Mr. O'Hare then presented, and the board of directors discussed, alternative scenarios in which Spark would not proceed with the Business Combination with Affinitas and would continue to operate as a standalone entity over the next five years.

On April 21, 2017, representatives of Milbank sent a revised draft of the Merger Agreement to representatives of Morrison & Foerster, which was shared with the board of directors and management of Spark.

On April 24, 2017, Mr. O'Hare and representatives of Morrison & Foerster met with Mr. Sablotny and representatives of Milbank in New York at the offices of Milbank to discuss and negotiate key outstanding terms in the Merger Agreement. The parties discussed the treatment of outstanding Spark Stock Options, the mechanics of exchanging shares of common stock of Spark for newly listed ADRs of the New Spark company to be formed for the purposes of the Business Combination, the respective covenants of the parties to accomplish such exchange and certain representations in the Merger Agreement regarding intellectual property, employment and tax issues. Representatives of Morrison & Foerster and Milbank also discussed certain changes to the non-solicitation covenants in the Merger Agreement.

On April 25, 2017, Mr. Goldberg, Mr. O'Hare and a representative of Morrison & Foerster met with Mr. Folgueira, Mr. Sablotny, David Khalil, a member of the supervisory board of Affinitas and representatives of Milbank and a representative of Noerr LLP, counsel to Rocket Internet SE, a stockholder of Affinitas, in New York at Milbank's offices to discuss and negotiate the outstanding business issues between the parties, including the status of negotiations with PEAK6 regarding the Management Services Agreement between PEAK6 and Spark, the parties to the lock-up agreements to be entered into in connection with the transaction and the percentage of shares to be subject to the lock-up, the capitalization of New Spark, termination fees, cash to be held by each of Spark and Affinitas following the Business Combination, retention plans and outstanding diligence and disclosure items.

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On April 26, 2017, the Spark Board met, together with certain members of Spark's management and representatives of Morrison & Foerster, the transaction advisor and B. Riley, to discuss the status of the negotiations and the progress that had been made during the in-person meetings with representatives of Affinitas over the previous two days. A representative of Morrison & Foerster provided a status update on the documentation for the transaction, indicating that there were only a few outstanding legal issues remaining to be settled in the Merger Agreement, particularly the composition of the board immediately following the Business Combination and the amount of the termination fees. A representative of Morrison & Foerster also explained to the board that the Merger Agreement allowed for the board to review certain unsolicited acquisition proposals and to pursue those proposals and terminate the Merger Agreement in accordance with their fiduciary duties, subject to the conditions in the Merger Agreement and the payment of a termination fee. The board of directors requested clarification on the conditions to the closing of the Business Combination and discussed the board structure of the new company post-closing. The board of directors then discussed the operation of Spark during the interim period between signing and closing of the Merger Agreement and the impact that the transaction might have on the performance of management during the interim period.

Representatives of the transaction advisor then provided an update to the presentation they had provided on April 20, 2017. The board of directors discussed their opinions of the report, and a representative of the transaction advisor described the process of converting Spark's and Affinitas's financial statements from their respective GAAP standards to IFRS. The board of directors then discussed the new securities to be issued by New Spark and how they would be listed on a securities exchange. Representatives of B. Riley then presented the current status of their fairness opinion and discussed with the board of directors the difference in liquidity that could be expected of a company being listed through an ADS rather than traditionally traded securities. Later that day, representatives of Morrison & Foerster distributed a revised draft of the Merger Agreement to representatives of Milbank, which was shared with the board of directors and management of Spark.

On April 27, 2017, representatives of Morrison & Foerster and Milbank continued negotiations of outstanding legal issues in the draft Merger Agreement. Later that day, representatives of Milbank sent a revised draft of the Merger Agreement to representatives of Morrison & Foerster, which was shared with the board of directors and management of Spark.

On April 28, 2017, the supervisory board of Affinitas held a teleconference meeting to consider the final terms of the proposed Business Combination with Spark. Later that day, the supervisory board of Affinitas unanimously voted to approve and adopt the Merger Agreement with Spark, and instructed management of Affinitas to finalize, sign and deliver the Merger Agreement on behalf of Affinitas.

On April 30, 2017, the Spark Board met telephonically, together with certain of Spark's management and representatives of Morrison & Foerster and B. Riley. The representatives of B. Riley provided an overview of the changes they had made to their fairness opinion, indicating that the changes had no impact on their fundamental analysis of the transaction or their conclusion with respect to the Merger Consideration. B. Riley then delivered their fairness opinion orally to the effect that, as of that date and based on and subject to various assumptions and limitations described in their written fairness opinion, the Merger Consideration to be received by the stockholders of Spark was fair, from a financial point of view, to the stockholders of Spark. After discussion among the directors, all members of the board of directors, other than Mr. Mather who abstained, voted to approve and adopt the Merger Agreement with Affinitas, and instructed management to sign and deliver the Merger Agreement on behalf of Spark.

On May 2, 2017, after the closing of the financial markets in the United States, Spark and Affinitas exchanged signature pages to the Merger Agreement and issued a joint press release announcing the proposed Business Combination.

Spark's Reasons for the Business Combination; Board Recommendation of the Spark Board of Directors
After careful consideration, and in consultation with Spark's management and external financial and legal advisors, the Spark Board determined that the Merger Agreement, the Business Combination and the other transactions contemplated by the Merger Agreement were advisable, fair to and in the best interests of Spark and its stockholders and approved and adopted the Merger Agreement, the Business Combination and the other transactions contemplated by the Merger Agreement. Accordingly, the Spark Board recommends that its stockholders approve and adopt the Merger Agreement, the Business Combination and the other transactions contemplated by the Merger Agreement.

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The Spark Board considered a number of factors in determining to approve the Merger Agreement, the Business Combination and the other transactions contemplated by the Merger Agreement, including the following material factors:

- the financial presentations of Spark’s financial advisor, B. Riley, to the Spark Board on April 30, 2017, that as of such date and based on and subject to certain assumptions, procedures, qualifications and limitations, the Merger Consideration was fair, from a financial point of view, to Spark’s common stockholders, as further described under “Proposal One — Adoption of the Agreement and Plan of Merger — Opinion of Spark’s Financial Advisor;”

- the Spark Board’s familiarity with and understanding of Spark’s business, results of operations, asset quality, financial and market position, business risks, strategic challenges and its expectations concerning Spark’s future earnings and prospects;

- the belief that the Business Combination would accelerate the accomplishment of a variety of key elements of Spark’s strategic priorities, promoting both continuity and growth, mitigating risks associated with operating a concentrated business model on a stand-alone basis and enabling Spark’s team to maintain and even strengthen Spark’s value proposition by drawing upon the combined company’s compatible competencies, talented employees and combined resources;

- the Spark Board’s familiarity with and understanding of the current and prospective commercial environment in which each of Spark and Affinitas operate, including foreign, domestic and local economic conditions, the interest rate environment, and the likely effect of these factors on Spark both with and without the Business Combination;

- the valuation of Spark Shares and the potential for Spark’s stockholders, as future holders of New Spark ADSs, to benefit to the extent of their interest in the combined company from the synergies of the Business Combination, in particular, enhanced revenue opportunities, and the anticipated pro forma impact of the Business Combination discussed with the Spark Board;

- the view that the shared core values of Spark and Affinitas and complementary business fit make the proposed combination a compelling strategic opportunity and would contribute to the likelihood of successful integration and operation of the combined company post-closing, as well as the view that the combined strength of Affinitas’s and Spark’s management teams would benefit Spark Stockholders as future holders of New Spark ADSs;

- the Spark Board’s evaluation, with the assistance of its financial advisor, of strategic alternatives available to Spark for maximizing value over the long term and the potential risks, rewards and uncertainties associated with such alternatives, and the Spark Board’s belief that the proposed Business Combination with Affinitas was the best option available to holders of Spark Shares;

- the Merger Consideration offers holders of Spark Shares the opportunity to participate in the future growth and opportunities of the combined company, and the expected tax treatment of the Business Combination for U.S. federal income tax purposes, as further described under “Proposal One — Adoption of the Agreement and Plan of Merger — Material U.S. Federal Income Tax Consequences of the Business Combination to U.S. Holders” in the proxy statement/prospectus;

- the results of the reverse due diligence conducted by Spark and its advisors on Affinitas during the negotiation of the transaction of the Merger Agreement and Spark’s knowledge of Affinitas’s management team, business, results of operations, financial and market position and future earnings and prospects;
- the historical trading prices, volumes and performance of Spark’s common stock, and the company’s trading multiples of earnings and tangible book value relative to historical levels;
- the fact that there are no material regulatory approvals required in connection with the Business Combination; and
- the terms and conditions of the Merger Agreement and the course of negotiations of the Merger Agreement (see “Proposal One — Adoption of the Agreement and Plan of Merger — Terms of the Merger” in the proxy statement/prospectus) and the ability of the Spark Board, under certain

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circumstances, to change its recommendation to Spark Stockholders regarding the Business Combination (see “The Agreement and Plan of Merger — Covenants and Agreements” in the proxy statement/prospectus), the conditions to closing (see “The Agreement and Plan of Merger — Conditions to the Merger” in the proxy statement/prospectus), the ability of Spark or Affinitas to terminate the Merger Agreement under certain circumstances (see “The Agreement and Plan of Merger — Termination” in the proxy statement/prospectus), the possibility that Spark would be required to pay a termination fee under certain circumstances, as well as the Spark Board’s belief that the termination fee is not likely to significantly deter another party from making a superior acquisition proposal (see “The Agreement and Plan of Merger — Effect of Termination” and “The Agreement and Plan of Merger — Expenses; Termination Fees” in the proxy statement/prospectus) and that holders of Spark Shares will have an opportunity to vote on the Business Combination and that their approval is a condition to completion of the Business Combination (see “The Agreement and Plan of Merger — Conditions to the Merger” in the proxy statement/prospectus), and the terms of the Merger Agreement that restrict Affinitas’s and Spark’s ability to solicit alternative transactions (see “The Agreement and Plan of Merger — Covenants and Agreements” in the proxy statement/prospectus).

In addition, the Spark Board also identified and considered a variety of potentially negative factors in its deliberations concerning the Merger, including the following:

- the risk that the Business Combination may not be consummated or that the closing may be unduly delayed, including as a result of factors outside either party’s control;
- the potential risk of diverting management attention and resources from the operation of Spark’s business to the Business Combination, and the possibility of employee attrition and the transactions contemplated in the Merger Agreement intended to mitigate this risk;
- the potential adverse effects on customer and business relationships as a result of the announcement and pendency of the Business Combination;
- the potential risks and costs associated with successfully integrating elements of Spark’s business, operations and workforce with those of Affinitas, including the risk of not realizing all of the anticipated benefits of the Business Combination or not realizing them in the expected timeframe;
- the potential risks and costs of establishing an ADR program and having Spark Stockholders receive equity interests in a non-U.S. entity; and
- the other risks described under the sections entitled “Risk Factors” and “Cautionary Statement Concerning Forward-Looking Information.”

In considering the recommendation of the Spark Board, you should be aware that certain directors and officers of Spark may have interests in the Business Combination that are different from, or in addition to, interests of stockholders of Spark generally and may create potential conflicts of interest. The Spark Board was aware of these interests and considered them when evaluating and negotiating the Merger Agreement, the Business Combination and the other transactions contemplated by the Merger Agreement, and in recommending to Spark Stockholders that they vote in favor of the Merger Agreement Proposal. See “Proposal One — Adoption of the Agreement and Plan of Merger — Financial Interests of Spark’s Directors and Officers in the Merger and other Aspects of the Business Combination.”

This discussion of the information and factors considered by the Spark Board includes the material factors considered by the Spark Board, but it is not intended to be exhaustive and may not include all the factors considered by the Spark Board. In view of the wide variety of factors considered, and the complexity of these matters, the Spark Board did not quantify or assign any relative or specific weights to the various factors that it considered in reaching its determination to adopt and approve the Merger Agreement, the Business Combination and the other transactions contemplated by the Merger Agreement. Rather, the Spark Board viewed its recommendation as being based on the totality of the information presented to and factors considered by it, including discussions with, and questioning of, Spark's management and its financial and legal advisors. In addition, individual members of the Spark Board may have given differing weights to different factors. It should be noted that this explanation of the reasoning of

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the Spark Board and certain information presented in this section is forward-looking in nature and, therefore, that information should be read in light of the factors discussed in the section entitled “Cautionary Statement Concerning Forward-Looking Information.”

For the reasons set forth above, the Spark Board recommends that the Spark Stockholders vote “FOR” the Merger Agreement Proposal.

Opinion of Spark’s Financial Advisor

I.

Opinion of B. Riley & Co., LLC

On April 30, 2017, at a special meeting of the Spark Board held to evaluate the proposed transaction, B. Riley & Co., LLC, or B. Riley, delivered to the Spark Board an oral opinion, confirmed by delivery of a written opinion, dated April 30, 2017, to the effect that, as of that date and based upon and subject to the factors and assumptions set forth therein, the merger consideration, as set forth in the substantially final draft of the merger agreement, was fair, from a financial point of view, to Spark and its stockholders.

The full text of the written opinion of B. Riley, dated April 30, 2017, which sets forth assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached as Annex F to this proxy statement/prospectus. The following summary of B. Riley’s opinion in this proxy statement/prospectus is qualified in its entirety by reference to the full text of the opinion. B. Riley provided its opinion for the information and assistance of the Spark Board in connection with its consideration of the merger. The B. Riley opinion was not intended to and does not constitute a recommendation as to how any holder of Spark common stock should vote or take any action with respect to the merger or any other matter.

In arriving at its opinion, B. Riley, among other things:

- reviewed the financial terms of a substantially final draft of the merger agreement dated April 25, 2017;
- reviewed certain information internal to Spark and Affinitas concerning their respective businesses, financial condition and operation, prepared and furnished to B. Riley by Spark and Affinitas management, respectively;
- reviewed certain publicly available financial data, stock market performance data and trading multiples of Spark;
- reviewed certain internal financial analyses, estimates and forecasts for Spark and Affinitas on a stand-alone basis and furnished to B. Riley by management of Spark and Affinitas, respectively, including but not limited to forecasts prepared by the management teams of Spark and Affinitas, respectively;
- reviewed the Financial Due Diligence Report on Affinitas dated April 24, 2017 prepared by the transaction advisor on behalf of Spark;
- held discussion with members of senior management of Spark and Affinitas concerning their evaluations for the Transaction, their respective businesses and corresponding financial conditions, prospects and strategic objectives of Spark and Affinitas, as well such as other matters as B. Riley deemed necessary or appropriate for purposes of rendering its opinion;
- reviewed certain publicly available financial data, stock market performance data and trading multiples of companies which B. Riley deemed to be generally comparable to Spark and Affinitas;

- reviewed the publicly available financial terms of certain other business combinations that B. Riley deemed to be relevant in industries similar to those in which Spark and Affinitas participate and the consideration received for such companies that B. Riley believes to be generally relevant;
- performed a discounted cash flows analysis of Spark and Affinitas, each on a stand-alone basis, utilizing pro forma financial information prepared by and furnished to us by Spark and Affinitas management, respectively;

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- performed a combined company discounted cash flow analysis of Spark and Affinitas; and

- performed such other financial studies, analyses and investigations, and considered such other matters, as B. Riley deemed necessary or appropriate in arriving at its opinion.

In conducting its review and rendering its opinion, B. Riley relied upon and assumed the accuracy and completeness of the financial and other information available from public sources and all other information discussed with, reviewed by, provided to or otherwise made available to B. Riley, and did not attempt to independently verify, and assumed no responsibility for the independent verification of, such information; relied upon the assurances of management of Spark and Affinitas that management was not aware of any facts that would make the information provided to B. Riley inaccurate, incomplete or misleading; assumed that there were no material changes in the assets, financial condition, results of operations, business or prospects of Spark and Affinitas since the respective dates of the last financial statements made available to B. Riley prior to the date of its opinion; assumed that the financial and other projections prepared by Spark's and Affinitas's management and the assumptions underlying those projections, including the amounts and the timing of all financial and other performance data, have been reasonably prepared in accordance with industry practice and represent management's best estimates and judgments as of the date of their preparation; and have assumed no responsibility for and express no opinion as to such analyses or the assumptions on which they were based.

The internal management projections provided by Spark and Affinitas to B. Riley in connection with B. Riley's analysis of the merger were not prepared with a view toward public disclosure. These internal management projections were prepared by management of the respective companies and were based on numerous variables and assumptions that are inherently uncertain and may be beyond the control of management, including, without limitation, factors related to general economic and competitive conditions. Accordingly, actual results could vary significantly from those set forth in such internal management projections.

B. Riley was not asked to undertake, and did not undertake, an independent verification of any information provided to or reviewed by B. Riley, nor was B. Riley furnished with any evaluations or appraisals of such information and B. Riley does not assume any responsibility or liability for the accuracy or completeness thereof. B. Riley did not undertake an independent analysis of any pending or threatened litigation, possible unasserted claims or other liabilities (contingent or otherwise), to which any of Spark, Affinitas or their respective affiliates is a party or may be subject. At Spark's direction and with its consent, B. Riley's opinion makes no assumption concerning and therefore does not consider, the possible assertion of claims, outcomes or damages arising out of any such matters. B. Riley also did not make an independent evaluation or appraisal of the assets or the liabilities (contingent or otherwise) of Spark or Affinitas, including those which may arise out of the merger transaction, nor did B. Riley evaluate the solvency of Spark or Affinitas under any state or federal laws.

B. Riley also assumed that the final executed form of the merger agreement did not differ in any material respects from the latest draft provided to B. Riley, that the representations and warranties contained in the merger agreement are true and correct, and that the merger will be consummated in accordance with the terms and conditions of the merger agreement, without waiver, modification or amendment of any material term, condition or agreement, and that, in the course of obtaining the necessary regulatory or third party consents and approvals (contractual or otherwise) for the merger, no delay, limitation, restriction or condition will be imposed that would have an adverse effect on Spark or Affinitas or the contemplated benefits of the merger. B. Riley is not a legal, tax or regulatory advisor and relied upon, without independent verification, the assessment of Spark and its legal, tax and regulatory advisors with respect to such matters.

B. Riley was not requested to, and did not, (i) participate in negotiations with respect to the merger agreement, (ii) solicit any expressions of interest from any other parties with respect to any business combination with Spark or any other alternative transaction or (iii) advise the Spark Board or any other party with respect to alternatives to the merger. B. Riley did not make an independent evaluation or appraisal of the assets or the liabilities (contingent or otherwise) of Spark or Affinitas under any state or federal laws. In addition, B. Riley was not requested to and did not

provide advice regarding the structure, the merger consideration, any other aspect of the merger, or provide services other than the delivery of its

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opinion. B. Riley expressed no opinion as to the amount or nature of compensation to be received in or as a result of the proposed merger by Spark’s officers, directors, employees or any other class of such persons, relative to the merger consideration. B. Riley’s opinion did not address any other aspect or implication of the merger, the merger agreement or any other agreement or understanding entered into in connection with the merger or otherwise. B. Riley was not requested to opine as to, and its opinion does not address, the underlying business decision to proceed with or effect the merger.

B. Riley’s opinion was necessarily based upon economic, market, monetary, regulatory and other conditions as they existed and could be evaluated, and the information made available to B. Riley, as of the date of its opinion. Furthermore, B. Riley did not express any opinion as to the impact of the merger on the solvency or viability of Spark or the ability of Spark to pay its obligations when they become due before the consummation of the merger.

B. Riley assumed no responsibility for updating or revising its opinion based on circumstances or events occurring after the date thereof. B. Riley’s opinion was approved by B. Riley’s fairness opinion committee in accordance with established procedures.

The merger consideration was determined through arm’s-length negotiations between Spark and Affinitas and was approved by the Spark Board. B. Riley did not provide advice to the Spark Board during these negotiations nor recommend any specific consideration to Spark or the Spark Board or suggest that any specific consideration constituted the only appropriate consideration for the merger. In addition, B. Riley’s opinion and its presentation to the Spark Board were one of many factors taken into consideration by the Spark Board in deciding to approve the merger.

Summary of Financial Analyses

In accordance with customary investment banking practice, B. Riley employed generally accepted valuation methods in reaching its fairness opinion. The following is a summary of the material financial analyses contained in the presentation that was made by B. Riley to the Spark Board on April 30, 2017, and that were utilized by B. Riley in connection with providing its opinion. The following summary, however, does not purport to be a complete description of the financial analyses performed by B. Riley, nor does the order of analyses described represent the relative importance or weight given to those analyses by B. Riley. Some of the summaries in the financial analyses include information presented in tabular format. The tables must be read together with the full text of each summary and are alone not a complete description of B. Riley’s financial analyses. Some of the following quantitative information, was based on market data as it existed on or before April 30, 2017, and is not necessarily indicative of current or future market conditions. All analyses conducted by B. Riley were going concern analyses and B. Riley expressed no opinion regarding the liquidation value of any entity.

For purposes of its stand-alone analyses performed on Spark, B. Riley utilized Spark’s internal financial projections for the years ended December 31, 2017 through December 31, 2021, prepared by and furnished to B. Riley by the management of Spark. Information regarding the net cash, number of fully-diluted shares of common stock outstanding and net operating losses for Spark was provided by management of Spark. For purposes of its stand-alone analyses performed on Affinitas, B. Riley utilized Affinitas’s internal financial projections for the years ended December 31, 2017 through December 31, 2021 prepared by and furnished to B. Riley by the management of Affinitas.

Transaction Overview and Background of the Opinion

The merger transaction will result in Spark Stockholders owning approximately 25% of the equity of New Spark and Affinitas shareholders owning approximately 75% of the equity of New Spark. On April 28, 2017 (the last trading day before B. Riley delivered its fairness opinion to the Spark Board), the closing price per Spark Share on the NYSE American was \$1.00. With approximately 32 million Spark Shares outstanding on a fully diluted basis, Spark had an equity value of approximately \$32 million and a total enterprise value (sometimes referred to as TEV) of approximately \$22 million, based on the estimated debt and cash balances on the Closing Date. Spark’s TEV implied the following multiples (based upon 2016 actual and 2017 estimated financials provided by Spark management):

- 2016A Revenue multiple of 0.63x and 2017E Revenue multiple of 0.85x; and

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- 2016A EBITDA multiple of 8.9x and 2017E EBITDA multiple of 22.6x.

In order for Affinitas's shareholders to own 75% of the equity of New Spark, the equivalent of 96 million Spark Shares would be issued to Affinitas shareholders. Utilizing the April 28, 2017 closing per share stock price of Spark common stock of \$1.00, Affinitas would be ascribed an equity value of \$96 million and a TEV of \$95 million, based on the estimated Affinitas debt and cash balances on the Closing Date. Affinitas's TEV implied the following multiples:

- 2016A Revenue multiple of 1.06x and 2017E Revenue multiple of 0.99x; and

- 2016A EBITDA multiple of 17.1x and 2017E EBITDA multiple of 7.4x.

Financial performances of the respective companies leading up to the merger transaction were also considered in the context of B. Riley's opinion. In 2013, Spark generated revenue of \$69.4 million, but its business continued to contract in subsequent years culminating in 2016 revenue of \$35.1 million, translating to a compounded annual growth rate of negative 20.3%. During the same period, Affinitas grew its revenue from \$50.9 million in 2013 to \$83.4 million in 2016, or a 17.9% compounded annual growth rate.

Relative Contribution Analysis

B. Riley performed a relative contribution analysis for Spark and Affinitas based on 2016 actual, 2017 and 2018 estimated and a three-year average of stand-alone sales, EBITDA and free cash flow (calculated as EBITDA less capital expenditures) for Spark and Affinitas. The contribution analysis performed by B. Riley provides support for the relative equity ownership amounts agreed to as part of the merger transaction.

Implied Relative Contribution

	2016A		2017E		2018E		3-Year Average	
	Spark	Affinitas	Spark	Affinitas	Spark	Affinitas	Spark	Affinitas
Sales	29.6%	70.4%	21.2%	78.8%	18.5%	81.5%	23.1%	76.9%
EBITDA(1)	46.3%	53.7%	19.8%	80.2%	6.6%	93.4%	24.3%	75.7%
Free Cash Flow	32.9%	67.1%	8.6%	91.4%	0.0%	100.0%	13.8%	86.2%

(1)

Spark EBITDA includes add-back of public company costs.

Public Company Comparables Analysis

B. Riley reviewed and compared certain financial information for Spark and Affinitas to corresponding financial information, ratios of enterprise value multiples for the following publicly traded companies, which, in the exercise of its professional judgment, B. Riley determined to be relevant to its analysis. In selecting comparable public companies, B. Riley focused on businesses with similar investment and operational attributes and that were similar in size to Spark and Affinitas. The selected companies were as follows:

- IAC/InterActive Corp;

- Match Group, Inc.;

- The Meet Group, Inc.;

- XO Group Inc.; and

- Datetix Group Ltd.

B. Riley obtained financial metrics and projections for the selected companies from documents filed by such companies with the Securities and Exchange Commission and S&P Capital IQ (sometimes referred to as Capital IQ).

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In its public company comparables analysis, B. Riley conducted a total enterprise value (sometimes referred to as “TEV”) analysis. In its TEV analysis, B. Riley derived and compared multiples for Spark and the selected companies, calculated as follows:

- the TEV as a multiple of sales for 2016, which is referred to below as “TEV/2016A Sales”;
- the TEV as a multiple of EBITDA for 2016, which is referred to below as “TEV/2016A EBITDA”;
- the TEV as a multiple of estimated sales for 2017, which is referred to below as “TEV/2017E Sales”; and
- the TEV as a multiple of estimated EBITDA for 2017, which is referred to below as “TEV/2017E Sales”.

Applying its professional judgment, B. Riley selected the representative ranges of the mean and median for each metric. B. Riley then compared Spark’s TEV as a multiple of sales for 2016, as a multiple of EBITDA for 2016, as a multiple of estimated sales for 2017, and as a multiple of estimated EBITDA for 2017. A summary of this comparison is shown in the table below.

This TEV analysis yielded the following:

	TEV/2016A Sales	TEV/2016A EBITDA	TEV/2017E Sales	TEV/2017E EBITDA
Mean	3.32x	13.0x	2.81x	12.1x
Median	3.08x	12.9x	2.29x	12.4x
For Comparison:				
Spark Stand-Alone (as described above)	0.63x	8.9x	0.85x	22.6x
Affinitas (implied based upon 75% ownership of New Spark)	1.06x	17.1x	0.99x	7.4x

Although B. Riley selected the companies reviewed in the analysis because, among other things, their businesses are reasonably similar to that of Spark, no selected company is identical to Spark. Accordingly, B. Riley’s comparison of selected companies to Spark and analysis of the results of such comparisons were not purely quantitative, but instead necessarily involved qualitative considerations and professional judgments concerning differences in financial and operating characteristics and other factors that could affect the relative value of Spark and Affinitas.

Precedent Transactions Analysis

B. Riley performed a selected precedent transactions analysis, which is designed to imply a value for a company based on publicly available financial terms of the selected transactions that share some characteristics with the merger. B. Riley reviewed precedent transactions that, in the exercise of its professional judgment, B. Riley selected as relevant to its analysis and that met the following criteria:

- industry similar to the one in which Spark and Affinitas operate;
- transaction value of greater than \$20 million; and
- transactions occurring in the last ten years.

In its analysis, B. Riley reviewed the following precedent transactions as of the date of announcement. B. Riley did not exclude from its precedent transactions analysis any transaction that satisfied the foregoing criteria.

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Acquirer	Target	Date Announced
The Meet Group	Ifwe Inc.	March 2017
ProSiebenSat.1	Parship Eite Group	September 2016
The Meet Group	Skout, Inc.	June 2016
Beijing Kunlun Tech Co.	Grindr	January 2016
Baihe Network Co.	Jiayuan.com	December 2015
Match.com	Plentyoffish Media	July 2015
Match.com	Meetic	September 2013
Grendall Investment	Cupid (casual dating assets)	July 2013
The Meet Group (fka Quepasa Corporation)	Insider Guides	July 2011
Match.com	Meetic	May 2011
Match.com	People Media	July 2009
Meetic	Match.com (European operations)	February 2009

For each precedent transaction indicated above, using SEC filings, company investor presentations, and company press releases, B. Riley calculated multiples of implied TEV using the target company's TEV implied as a multiple of last twelve months ("LTM") revenue and as a multiple of LTM EBITDA. Applying its professional judgment, B. Riley selected the representative ranges of the mean and median for the target company's implied TEV. A summary of this comparison is shown in the table below.

	Implied TEV LTM Revenue Multiple	Implied TEV LTM EBITDA Multiple
Mean	2.21x	10.7x
Median	1.97x	10.2x

No target company or transaction utilized in the selected precedent transactions analysis is identical to Spark or Affinitas. In evaluating the precedent transactions, B. Riley made judgments and assumptions with regard to industry performance, general business, economic, market and financial conditions and other matters, many of which are beyond the control of Affinitas, such as the impact of competition on the business of Affinitas or the industry generally, industry growth and the absence of any adverse material change in the financial condition and prospects of Affinitas or the industry or in the financial markets in general.

Discounted Cash Flow Analysis — Spark Stand-Alone

B. Riley conducted an illustrative discounted cash flow analysis for Spark on a stand-alone basis, which is designed to estimate the implied value of a company by calculating the present value of the estimated future unlevered free cash flows of the company. B. Riley calculated a range of implied values of Spark based on forecasts for calendar years 2017 through 2021 provided by management of Spark. B. Riley first calculated unlevered free cash flows (calculated as net profit after taxes, plus depreciation and amortization, less the amount of any increase or plus the amount of any decrease in net working capital, and less capital expenditures) of Spark for calendar years 2017 through 2021. Net profit after taxes was calculated as adjusted EBITDA (actual EBITDA plus stock-based compensation expense) less depreciation and amortization, less taxes (using an assumed tax rate of 0%). A terminal exit multiple range of 8.5x – 9.5x was selected based on B. Riley's professional judgment. In addition, B. Riley assumed no incremental value for Spark's net operating loss carry-forwards. These unlevered free cash flows were then discounted to present values as of December 31, 2016 using a weighted average cost of capital range of 19.5% – 20.5% (which amount was selected based on B. Riley's professional judgment and derived from an analysis of the estimated weighted average cost of capital using Spark and the comparable company data) to calculate a range of implied values for Spark. From this analysis, B. Riley derived a range of equity value of \$0.53 – \$0.57 per share.

Discounted Cash Flow Analysis — Affinitas Stand-Alone

B. Riley conducted an illustrative discounted cash flow analysis for Affinitas on a stand-alone basis. B. Riley calculated a range of implied values of Affinitas based on forecasts for calendar years 2017 through 92

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2021 provided by management of Affinitas. B. Riley first calculated unlevered free cash flows (calculated as net profit after taxes, plus depreciation and amortization, less the amount of any increase or plus the amount of any decrease in net working capital, and less capital expenditures) of Affinitas for calendar years 2017 through 2021. Net profit after taxes was calculated as EBITDA less depreciation and amortization, less taxes. A terminal exit multiple range of 9.5x – 10.5x was selected based on B. Riley’s professional judgment. These unlevered free cash flows were then discounted to present values as of December 31, 2016 using a weighted average cost of capital range of 17.0% – 18.0%, (which amount was selected based on B. Riley’s professional judgment and derived from an analysis of the estimated weighted average cost of capital using Affinitas and the comparable company data) to calculate a range of implied values for Affinitas. From this analysis, B. Riley derived a range of values as follows: TEV of approximately \$269 million to \$302 million and equity value of approximately \$270 million to \$303 million.

Pro Forma Discounted Cash Flow Analysis — Combined Company

B. Riley conducted an illustrative pro forma discounted cash flow analysis for Spark and Affinitas on a combined basis, which is designed to estimate the implied value of a combined company by calculating the present value of the estimated future unlevered free cash flows of the combined company. B. Riley calculated a range of implied values of the combined company based on forecasts for calendar years 2017 through 2021 provided by management of Spark and Affinitas. B. Riley first calculated unlevered free cash flows (calculated as net profit after taxes, plus depreciation and amortization, less the amount of any increase or plus the amount of any decrease in net working capital, and less capital expenditures) of the combined company for calendar years 2017 through 2021. Net profit after taxes was calculated as adjusted EBITDA less depreciation and amortization, less taxes. A terminal exit multiple range of 9.5x – 10.5x was selected based on B. Riley’s professional judgment. These unlevered free cash flows were then discounted to present values as of December 31, 2016 using a weighted average cost of capital range of 17.0% – 18.0%, (which amount was selected based on B. Riley’s professional judgment and derived from an analysis of the estimated weighted average cost of capital using Spark, Affinitas and the comparable company data) to calculate a range of implied values for the combined company. From this analysis, B. Riley derived a range of equity values of \$2.70 – \$3.02 per share.

Analyst Price Target

B. Riley reviewed the public market trading price target for the Spark common stock prepared and published by the lone securities research analyst covering Spark as of April 28, 2017. The target reflected the analyst’s estimate of the future public market trading price (generally considered to be for the following 12-month period) for the Spark common stock. The public market trading price target published by securities research analysts do not necessarily reflect current market trading prices for the shares and these targets are subject to uncertainties, including future financial performance of the company and future financial market conditions. The equity analyst price target for Spark common stock was \$1.20 per share.

Premiums Paid Analysis

B. Riley also reviewed and analyzed the premiums paid in recent acquisitions of a group of publicly held companies. The analysis examined the ratio between the acquisition price and the target company’s price per share one day, one week and one month prior to the announcement of the transaction. In selecting comparable transactions for the premiums paid analysis, B. Riley only included change-in-control transactions involving U.S. public company targets for the five-year period ending April 13, 2017. A total of 748 transactions were analyzed, 289 of which involved small-cap transactions (defined as transactions with a deal value of less than \$500 million). The total transactions had a mean and median transaction size of \$3,718.3 million and \$926.0 million, respectively. The small-cap transactions had a mean and median transaction size of \$186.7 million and \$153.4 million, respectively. For these transactions, the median transaction premium paid, based on the target company’s price per share one day prior to the announcement ranged from 28.5% to 41.1%. For the period one week prior the announcement, the median transaction premium paid ranged from 30.6% to 41.3%. For the period one month prior to the announcement, the median transaction premium paid ranged from 33.7% to 41.0%. Overall, the median transaction premium paid for all analyzed transactions ranged from 31.0% to 41.0%, resulting in implied values per Spark Share of \$1.31 to \$1.41 (based on a per share price of Spark common stock on April 28, 2017 of \$1.00).

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Miscellaneous

The foregoing summary of material financial analyses does not purport to be a complete description of the analyses or data presented by B. Riley. The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. B. Riley believes that the foregoing summary and its analyses must be considered as a whole and that selecting portions of it, without considering all of its analyses, could create an incomplete view of the processes underlying the analyses and its opinion. No single factor or analysis was determinative of B. Riley's fairness determination. Rather, B. Riley considered the totality of the factors and analyses performed in arriving at its opinion. B. Riley based its analyses on assumptions that it deemed reasonable, including those concerning general business and economic conditions and industry-specific factors. The other principal assumptions upon which B. Riley based its analysis have been described under the description of each analysis in the foregoing summary. Analyses based upon forecasts of future results are inherently uncertain, as they are subject to numerous factors or events beyond the control of the parties and their advisors. Accordingly, forecasts and analyses used or made by B. Riley are not necessarily indicative of actual future results, which may be significantly more or less favorable than suggested by those analyses. Moreover, B. Riley's analyses are not and do not purport to be appraisals or otherwise reflective of the prices at which securities may trade at the present time or at any time in the future or at which businesses actually could be bought or sold.

As part of its investment banking business, B. Riley and its affiliates are continually engaged in the valuation of businesses and their securities in connection with mergers and acquisitions. B. Riley was selected to provide a fairness opinion to the Spark Board on the basis of B. Riley's experience and its familiarity with Spark and the industry in which it operates.

Under the terms of the engagement letter dated March 16, 2017, Spark has paid B. Riley a fee of \$250,000 for rendering its opinion whether or not the transaction is consummated. In addition, Spark has agreed to reimburse B. Riley for reasonable expenses incurred in connection with the engagement and to indemnify B. Riley against certain liabilities that may arise out of its engagement by Spark and the rendering of the opinion. In the ordinary course of business, B. Riley and its affiliates may actively trade or hold the securities of Spark or any of its affiliates for B. Riley's account or for others and, accordingly, may at any time hold a long or short position in such securities. B. Riley's analyses were prepared solely as part of B. Riley's analysis of the fairness, from a financial point of view, to Spark's stockholders of the exchange ratio and were provided to the Spark Board in that connection. The opinion of B. Riley was only one of the factors taken into consideration by the Spark Board in making its determination to approve the merger agreement and the merger.

Projected Unaudited Financial Information

In connection with Spark's regular strategic planning process and with the Business Combination, Spark's management prepared unaudited financial projections of revenue, net income and EPS for fiscal years 2017 through 2021 (such projections, the "projections"). These projections were provided to the Spark Board and B. Riley in connection with its analysis of the Business Combination. Spark does not as a matter of course make public long-term projections as to future revenues, earnings or other results due to, among other reasons, the uncertainty of the underlying assumptions and estimates. A summary of the projections is included below to give Spark's stockholders access to certain nonpublic information provided to B. Riley for purposes of its financial analyses summarized above under "Opinion of Spark's Financial Advisor." The inclusion of the projections should not be regarded as an indication that Spark or its board of directors, B. Riley or any other recipient of this information considered, or now considers, it to be an assurance of the achievement of future results.

Spark advised the recipients of the projections that its internal financial forecasts upon which the projections were based are subjective in many respects. The projections reflect numerous assumptions with respect to company performance, industry performance, general business, economic, market and financial conditions and other matters, many of which are difficult to predict, subject to significant economic and competitive uncertainties and beyond Spark's control. As a result, there can be no assurance that the projections will be realized or that actual results will not be significantly higher or lower than projected.

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The projections were not prepared with a view toward public disclosure or toward compliance with U.S. GAAP, published guidelines of the SEC or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information. The prospective financial information included in this proxy statement (including the projections) has been prepared by, and is the responsibility of, Spark's management. Grant Thornton LLP, Spark's independent registered public accounting firm, has neither examined, compiled nor performed any procedures with respect to the accompanying prospective financial information (including the projections), and accordingly, Grant Thornton LLP does not express an opinion or any other form of assurance with respect thereto. The Grant Thornton LLP audit report included in this proxy statement/prospectus relates to Spark's historical financial information. It does not extend to the prospective financial information contained herein and should not be read to do so.

Projections of this type are based on estimates and assumptions that are inherently subject to factors such as company performance, industry performance, general business, economic, regulatory, market and financial conditions, as well as changes to the business, financial condition or results of operations of Spark, including the factors described under "Cautionary Statement Concerning Forward-Looking Information," which factors may cause the projections or the underlying assumptions to be inaccurate. In addition, the projections are based on certain assumptions regarding Spark's ongoing business activities. Since the projections cover multiple years, such information by its nature becomes less reliable with each successive year.

The following is a summary of the projections:

Spark Financial Projections

(\$ in millions)	2016A	2017E	2018E	2019E	2020E	2021E
Sales	\$ 35.1	\$ 25.8	\$ 24.2	\$ 24.4	\$ 25.4	\$ 26.8
Adj. EBITDA	\$ 2.5	\$ 1.0	\$ (0.8)	\$ (0.3)	\$ 1.6	\$ 2.6

A definition of Adjusted EBITDA, and a reconciliation of net loss to Adjusted EBITDA for 2016, is included in this proxy statement/prospectus in the section entitled "Spark's Management's Discussion and Analysis of Financial Condition and Results of Operations — Results of Operations." Spark's Adjusted EBITDA projections do not include certain charges and costs. The adjustments to Adjusted EBITDA in future periods are generally expected to be similar to the kinds of charges and costs excluded from Adjusted EBITDA in prior years. The exclusion of these charges and costs in future periods will have a significant impact on Spark's Adjusted EBITDA. Spark is not able to provide a reconciliation of Spark's non-GAAP financial projections to the corresponding U.S. GAAP measures without unreasonable effort because of the uncertainty and variability of the nature and amount of these future charges and costs.

Readers of this proxy statement/prospectus are cautioned not to place undue reliance on the projections set forth above. No one has made or makes any representation to any stockholder regarding the information included in the projections.

For the foregoing reasons, as well as the basis and assumptions on which the projections were compiled, the inclusion of specific portions of the projections in this proxy statement/prospectus should not be regarded as an indication that such projections will be an accurate prediction of future events, and they should not be relied on as such. Except as required by applicable securities laws, Spark does not intend to update or otherwise revise the projections or the specific portions presented to reflect circumstances existing after the date when made or to reflect the occurrence of future events, even in the event that any or all of the assumptions are shown to be in error. In addition, the projections have not been updated or revised to reflect information or results after the date the projections were prepared or as of date of this proxy statement/ prospectus.

Spark Stockholders are urged to review Spark's most recent SEC filings for a description of its results of operations and financial condition. Please see the section entitled "Where You Can Find More Information."

New Spark's Management and Administrative Board After the Business Combination

Upon completion of the Business Combination, New Spark will have an Administrative Board consisting of seven board members, with three board members to initially be designated by Affinitas, one

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board member to initially be designated by Spark and three independent board members (meeting the independence definition of the NYSE American rules) to initially be mutually agreed upon by Spark and Affinitas. It is expected that the Administrative Board will be composed of the following members: Jeronimo Folgueira, a current managing director of Affinitas and an Affinitas designee, David Khalil, a founder and current shareholder of Affinitas and an Affinitas designee, Brad Goldberg, an executive with PEAK6 and a Spark designee, and Clare Johnston, Colleen Birdnow Brown and Joshua Keller, each of whom were mutually agreed on by Spark and Affinitas, and Axel Hefer (also an Affinitas designee). Under the Articles of Association of New Spark, unless a general meeting of shareholders determines a shorter term, the members of the Administrative Board are elected for a term ending with the close of the general meeting of stockholders which resolves on the formal approval of their acts for the fourth fiscal year following the commencement of their term, not counting the year in which their term of office commences; provided, that such term may not exceed six years. It is expected that the initial members of the Administrative Board of New Spark will be appointed for a term of two years. The Administrative Board is required to elect from its members a Chairman and at least one Vice-Chairman. The terms of office as Chairman and Vice-Chairman will correspond to their terms of office as Administrative Board members. Following the Effective Time, the Administrative Board will appoint a presiding and nominating committee (the “Presiding and Nominating Committee”) and an audit committee (the “Audit Committee”). It is expected that every member of the Audit Committee will meet the independence and financial literacy requirements of the SEC and the NYSE American shortly after the Effective Time, but no later than one year following the effectiveness of this Registration Statement and every member of the Presiding and Nominating Committee will meet the independence requirements of the SEC and the NYSE American.

Upon completion of the Business Combination, Jeronimo Folgueira, Michael Schrezenmaier and Herbert Sablotny, current managing directors of Affinitas, and Robert O’Hare, the current Chief Financial Officer of Spark, will be appointed, respectively, as the Chief Executive Officer, Chief Operating Officer, Chief Strategy Officer and Chief Financial Officer of New Spark. Each of Messrs. Folgueira, Schrezenmaier and O’Hare will become part of New Spark’s senior management as New Spark Managing Directors. Additionally, Benjamin Hoskins will serve as Chief Technical Officer of New Spark, and Mr. Sablotny will continue to serve as a managing director of Affinitas. Information about Messrs. O’Hare, Folgueira, Schrezenmaier, Hoskins and Sablotny can be found in “New Spark’s Business — New Spark Managing Directors and Executive Officers.”

Financial Interests of Spark’s Directors and Officers in the Merger and other Aspects of the Business Combination
When considering the recommendation of the Spark Board, you should be aware that certain of Spark’s executive officers and directors have interests in the Merger and other aspects of the Business Combination that are in addition to, or different from, the interests of other Spark Stockholders. The Spark Board was aware of these interests and considered them in approving the Merger Agreement and the transactions contemplated by the Business Combination. For instance, Robert O’Hare, the current Chief Financial Officer of Spark, will continue to serve as Chief Financial Officer of New Spark following the Business Combination, and Mr. Goldberg, the Chairman of Spark, will be a member of the Administrative Board of New Spark following the Business Combination. It is not anticipated that any other existing officers or directors of Spark will join the management team of New Spark.

Although there are currently no new arrangements with Mr. O’Hare or Mr. Goldberg with respect to their roles at New Spark following the completion of the Business Combination different from their existing arrangements with Spark, it is possible that new agreements will be entered into following the completion of the Business Combination.

The Business Combination is not conditioned upon any director or managing director of Spark entering into any such agreement.

Financial Interests of Affinitas’s Directors and Officers in the Business Combination

Certain executive officers of Affinitas and members of Affinitas’s supervisory board may have interests in the Business Combination that are in addition to, or different from, the interests of other Affinitas stockholders. The supervisory board of Affinitas and the Spark Board were aware of these interests and

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considered them in approving the Merger Agreement and the transactions contemplated by the Merger Agreement and in making their respective recommendations. In addition, each of Jeronimo Folgueira and Michael Schrezenmaier, each currently a managing director of Affinitas, will serve as a New Spark Managing Director following the Business Combination, and Herbert Sablotny, also a current managing director of Affinitas, will serve as the Chief Strategy Officer of New Spark.

Affinitas directors or executive officers may enter into new employment, equity compensation or other agreements with New Spark for services to be provided following the completion of the Business Combination; however, as of the date of this proxy statement/prospectus, no such agreements have been entered into. The Business Combination is not conditioned upon any director or executive officer of Affinitas entering into any such agreement.

Material U.S. Federal Income Tax Consequences of the Business Combination to U.S. Holders

The following is a summary of the material U.S. federal income tax consequences of the Merger to U.S. holders (as defined below) of Spark Shares and of the ownership of New Spark ADSs received in the Merger by a U.S. holder of Spark Shares. This summary is based on the Code, its legislative history, existing and proposed regulations, and published rulings and court decisions, all as currently in effect. These laws are subject to change, possibly with retroactive effect. We have not and will not seek any rulings from the IRS regarding the matters discussed below. There can be no assurance that the IRS will not take positions concerning the tax consequences of the Merger that are different from those discussed below, or that a court will not sustain such a position.

This discussion applies to you only if you exchange your Spark Shares for New Spark ADSs in the Merger and you hold your Spark Shares and New Spark ADSs as capital assets for tax purposes. This section does not apply to you if you are a member of a special class of holders subject to special rules, including:

- a holder who acquired Spark Shares pursuant to the exercise of employee stock options or otherwise as compensation;
- a financial institution;
- a dealer or broker in stocks, securities, or currencies;
- a trader in securities that elects to use a mark-to-market method of accounting for securities holdings;
- a tax-exempt organization;
- an S corporation, partnership, or other pass-through entity (or an investor in an S corporation, partnership or other pass-through entity);
- an insurance company;
- a mutual fund, a regulated investment company, or a real estate investment trust;
- an individual retirement or other tax-deferred account;
- a person subject to the alternative minimum tax;

- a person who holds Spark Shares as part of a straddle, hedging, conversion, constructive sale, or other integrated transaction;
- a U.S. holder (as defined below) whose functional currency is not the U.S. dollar; or
- a U.S. expatriate or former long-term resident of the United States.

In addition, this discussion does not address the tax consequences to any Spark Stockholder that will become a five-percent transferee shareholder of New Spark within the meaning of the applicable Treasury Regulations under Section 367 of the Code. In general, a five-percent transferee shareholder is a person who holds New Spark ADSs or New Spark Ordinary Shares and will own directly, indirectly or constructively through attribution rules, at least five percent of either the total voting power or total value of New Spark immediately after the Merger. If you believe you could become a five percent transferee

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shareholder of New Spark, you should consult your tax advisor about the special rules and time-sensitive tax procedures, including the requirement to file a gain recognition agreement, that might affect the U.S. federal income tax consequences to you of the Merger.

In addition, this discussion does not address any consequences arising under the laws of any state, local or foreign jurisdiction, or taxes other than income taxes, including any tax consequences arising under the unearned income Medicare contribution tax pursuant to the Health Care and Education Reconciliation Act of 2010. Determining the actual tax consequences of the Merger to you may be complex. They will depend on your specific situation and on factors that are not within the control of Spark. You should consult with your own tax advisor as to the tax consequences of the Merger in your particular circumstances.

If a partnership or entity treated as a partnership for U.S. federal income tax purposes holds Spark Shares, the tax treatment of a partner generally will depend on the status of the partners and the tax treatment of the partnership. If you are a partner of a partnership holding Spark Shares, you should consult your tax advisors.

For purposes of this discussion, the term “U.S. holder” means a Spark Stockholder that is:

- an individual citizen or resident of the United States,
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any U.S. state or the District of Columbia,
- an estate the income of which is subject to U.S. federal income taxation regardless of its source, or
- a trust that either (1) is subject to the primary supervision of a court within the United States and the control of one or more U.S. persons or (2) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

The tax consequences to Spark Stockholders who are not “U.S. holders” as defined above could differ significantly from the consequences discussed below. Spark Stockholders who are not U.S. holders should consult their tax advisors concerning the tax consequences to them of exchanging Spark Shares in the Merger and owning and disposing of New Spark ADSs received in the Merger.

The Merger

General Tax Consequences of the Merger

The Merger is intended to qualify as a nonrecognition transaction for U.S. federal income tax purposes. It is a condition to Spark’s obligation to complete the Merger that Spark receive a legal opinion from Morrison & Foerster LLP substantially to the effect that (i) the Merger either should qualify as a reorganization within the meaning of Section 368(a) of the Code or, when integrated with the remaining components of the Business Combination, should be treated as a transaction described in Section 351(a) of the Code, or should qualify under both such provisions, and (ii) Section 367(a)(1) of the Code should not apply to a stockholder’s surrender of Spark Shares pursuant to the Merger (except in the case of a Spark Stockholder who is or will be a “five-percent transferee shareholder” of New Spark within the meaning of Treasury Regulation Section 1.367(a)-3(c)(5)(ii), and does not enter into a gain recognition agreement in the form provided in Treasury Regulation Section 1.367(a)-8). Spark does not currently intend to waive the tax opinion condition to its obligation to complete the Merger, although it is permitted to do so under the terms of the Merger Agreement. If Spark were to waive this tax opinion condition and the change in tax consequences were material, Spark would recirculate this joint proxy statement/prospectus to resolicit the votes of Spark Stockholders. The opinion of Morrison & Foerster LLP will be based on assumptions, representations, warranties and covenants, including those contained in the Merger Agreement and in officer’s certificates to be provided by Affinitas, New Spark and Spark to be delivered at the time of closing. The accuracy of such assumptions, representations and warranties, and compliance with such covenants, could affect the conclusions set forth in such opinion. The opinion will not be

binding on the IRS or the courts. No IRS ruling has been or will be requested regarding the U.S. federal income tax consequences of the Merger.

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There are no Code provisions, U.S. federal income tax regulations, court decisions or published IRS rulings directly addressing the U.S. tax consequences of certain mechanics of the Business Combination that are prescribed under German law and procedures. In particular, although the conversion of Spark Shares into the right to receive New Spark ADSs will occur automatically upon completion of the Merger, Spark Stockholders will receive New Spark ADSs only after New Spark has effected the capital increase and share issuance procedures required to issue New Spark Ordinary Shares in compliance with applicable German law, and has deposited such New Spark Ordinary Shares with the New Spark ADS Depository. Although Spark's counsel, Morrison & Foerster LLP, believes that the Merger and the receipt of New Spark ADSs by Spark Stockholders should be analyzed as a unified transaction for U.S. federal income tax purposes even if the steps do not occur simultaneously, there is no authority directly on point addressing the U.S. tax consequences of a merger featuring the German share issuance process contemplated by the Merger Agreement. In the absence of such direct authority or an advance ruling from the IRS, the intended tax treatment of the Merger is not entirely free from doubt and there is a possibility that the IRS could assert that the Merger does not qualify as a non-recognition transaction. If the IRS were to be successful in any such contention, adverse tax consequences could result to Spark Stockholders, as described below under the heading "— Tax Consequences if the Merger Does Not Qualify as a Non-Recognition Transaction."

Based on representations contained in officer's certificates provided by Spark, Affinitas and New Spark and on certain factual assumptions (including regarding the relative values of Spark and New Spark as of the time the Business Combination is completed), all of which must continue to be true and accurate in all material respects as of the time the Business Combination is completed, and subject to the qualifications and limitations set forth above, it is the opinion of Morrison & Foerster LLP that (i) the Merger and receipt of New Spark ADSs by Spark Stockholders should qualify either as a reorganization within the meaning of Section 368(a) of the Code or, when integrated with the remaining components of the Business Combination, as a transaction described in Section 351(a) of the Code (or should qualify under both such provisions), (ii) Section 367(a)(1) of the Code should not apply to a stockholder's surrender of Spark Shares pursuant to the Merger (except in the case of a Spark Stockholder who is or will be a "five-percent transferee shareholder" of New Spark within the meaning of Treasury Regulation Section 1.367(a)-3(c)(5)(ii), and does not enter into a gain recognition agreement in the form provided in Treasury Regulation Section 1.367(a)-8) and (iii) based upon the foregoing, the material U.S. federal income tax consequences of the Merger should be as follows:

- when you exchange all of your Spark Shares solely for New Spark ADSs, you will not recognize any gain or loss except in respect of cash received in lieu of a fractional New Spark ADS, as discussed below under the heading "— Cash Received In Lieu of a Fractional New Spark ADS;"

- the aggregate adjusted tax basis of the New Spark ADSs you actually receive will be equal to the aggregate adjusted tax basis of your Spark Shares surrendered for the New Spark ADSs, reduced by the adjusted tax basis allocable to any fractional New Spark ADS deemed received as described below; and

- the holding period of New Spark ADSs will include the period during which you held the Spark Shares prior to the Merger.

Cash Received In Lieu of a Fractional New Spark ADS.

Holders of Spark Shares will not receive any fractional New Spark ADSs but instead, as soon as reasonably practicable following the Merger, the Exchange Agent will sell the New Spark ADSs that otherwise would have been received by holders of Spark Shares as fractional New Spark ADSs and distribute the net proceeds of such sale (less any transfer taxes, commissions, or other out-of-pocket costs incurred by the Exchange Agent) to the applicable former holders of Spark Shares. If you receive cash instead of a fractional New Spark ADS, you generally will be treated as having received the New Spark ADS pursuant to the Merger and then as having sold that fractional New Spark ADS for the cash received in exchange for the fractional New Spark ADS. You generally will recognize gain or

loss based on the difference between the amount of cash you receive in lieu of a fractional New Spark ADS and the portion of your aggregate adjusted tax basis of the Spark Shares you surrendered that is allocable to the fractional New Spark ADS. The gain or loss generally will be long-term capital gain or loss if the holding period for your Spark Shares is more than one year at the effective time of the Merger.

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Tax Consequences if the Merger Does Not Qualify as a Non-Recognition Transaction

If the Merger fails to qualify as a nonrecognition transaction as the parties intend and you have a gain in your Spark Shares, the Merger will be a fully taxable transaction to you. You generally will recognize capital gain equal to the difference between (i) the fair market value of the New Spark ADSs you receive in the Merger plus the amount of cash received in lieu of a fractional New Spark ADS and (ii) your adjusted tax basis in your Spark Shares exchanged therefor. If you have a loss in your Spark Shares, in certain circumstances, you may not be able to recognize your loss even if the Merger generally fails to qualify as a nonrecognition transaction. You are urged to consult your own tax advisor regarding the consequences of the Merger to you if the Merger is treated as a taxable transaction.

Backup Withholding and Information Reporting on the Merger

Payments of cash made to you in connection with the Merger may be subject to information reporting and “backup withholding” unless you:

- provide a correct taxpayer identification number and any other required information to the exchange agent, or
- are otherwise exempt from backup withholding.

You generally may establish your exempt status by providing the required certification on IRS Form W-9. You should consult your tax advisor regarding the application of the U.S. information reporting and backup withholding rules. Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against your U.S. federal income tax liability, and you may request a refund of any excess amounts withheld under the backup withholding rules by timely filing the appropriate claim for refund with the IRS and timely furnishing any required information.

You will be required to retain records pertaining to the Merger. Each U.S. holder of Spark Shares who is required to file a U.S. federal income tax return and who is a “significant holder” that receives New Spark ADSs in the Merger will be required to file a statement with the holder’s U.S. federal income tax return setting forth such holder’s tax basis in the Spark Shares surrendered and the fair market value of the New Spark ADSs and cash, if any, received in the Merger. A “significant holder” is a holder of Spark Shares who, immediately before the Merger, owned at least 5% of the Spark Shares or had an aggregate tax basis in securities of Spark of \$1,000,000 or more.

Ownership and Disposition of New Spark ADSs

In General

The following summary discusses the material U.S. federal income tax consequences under present law to Spark Stockholders who are U.S. holders and own New Spark ADSs received in the Merger. The following summary is subject to the same limitations and applies to the same holders as described above in “— Material U.S. Federal Income Tax Consequences of the Business Combination to U.S. Holders — The Merger.”

The following discussion assumes that New Spark will not constitute a PFIC during your holding period for your New Spark ADSs. Please see the discussion below under “— PFIC Considerations” for the different and potentially adverse tax consequences if New Spark were classified as a PFIC.

Taxation of Dividends

New Spark does not currently intend to make distributions on its shares or ADSs. However, subject to the PFIC rules discussed below, distributions to you on New Spark ADSs (including amounts withheld to reflect German withholding taxes) will be taxable as dividends to you to the extent paid out of New Spark’s current or accumulated earnings and profits, as determined under U.S. federal income tax principles. New Spark does not expect to maintain calculations of earnings and profits in accordance with U.S. federal income tax principles, and unless and until such calculations are made, you should assume that a

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distribution is paid out of earnings and profits and will be treated as a dividend for U.S. federal income tax purposes. If you are a non-corporate U.S. holder, dividends paid to you that constitute qualified dividend income will be taxable to you at the preferential rates applicable to long-term capital gains provided that you meet certain holding period requirements. Dividends paid by New Spark with respect to New Spark ADSs to non-corporate U.S. holders generally will be qualified dividend income eligible for a reduced rate of taxation if certain holding period requirements and other requirements are met.

A dividend is taxable to you when you actually or constructively receive the dividend. The dividend will not be eligible for the dividends-received deduction generally allowed to U.S. corporations in respect of dividends received from other U.S. corporations. The amount of the dividend distribution that you must include in your income as a U.S. holder will be the U.S. dollar value of payments made. Generally, any gain or loss resulting from currency exchange fluctuations during the period from the date you include the dividend payment in income to the date you convert the payment into U.S. dollars will be treated as ordinary income or loss and will not be eligible for the special tax rate applicable to qualified dividend income. The gain or loss generally will be income or loss from sources within the United States for foreign tax credit limitation purposes. Distributions in excess of current and accumulated earnings and profits, as determined for U.S. federal income tax purposes, will be treated as a non-taxable return of capital to the extent of your tax basis in your New Spark ADSs and thereafter as capital gain.

For foreign tax credit purposes, dividends generally will be income from sources outside the United States and generally will be “passive” income for purposes of computing the foreign tax credit allowable to you. Subject to certain conditions and limitations, German withholding taxes on dividends may be treated as foreign taxes eligible for credit against your U.S. federal income tax liability. Further, among other limitations, if you:

- have held the New Spark ADSs for less than a specified minimum period during which you are not protected from risk of loss, or

- are obligated to make payments related to the dividends,

in certain circumstances you will not be allowed a foreign tax credit for foreign taxes imposed on dividends paid on New Spark ADSs. The rules governing the foreign tax credit are complex. You are urged to consult your tax advisor regarding the availability of the foreign tax credit under your particular circumstances.

Taxation of Sales and Other Dispositions

Subject to the PFIC rules discussed below, if you are a U.S. holder and you sell or otherwise dispose of your New Spark ADSs, you will recognize capital gain or loss for U.S. federal income tax purposes equal to the difference between the U.S. dollar value of your amount realized and your tax basis, determined in U.S. dollars, in your New Spark ADSs. Capital gain of a non-corporate U.S. holder generally is taxed at preferential rates where the property is held for more than one year. The deductibility of capital losses is subject to limitations under the Code.

If a German income tax is imposed on the sale or other disposition of your New Spark ADSs, the amount you realize will include the gross amount of the proceeds of that disposition before deduction of the German tax. The gain or loss generally will be income or loss from sources within the United States for foreign tax credit limitation purposes.

Consequently, in the case of a gain from the disposition of a New Spark ADS that is subject to German income tax, you may not be able to benefit from the foreign tax credit for that German income tax (i.e., because the gain from the disposition would be U.S.-source), unless you can apply the credit against U.S. federal income tax payable on other income from foreign sources. Alternatively, you may take a deduction for the German income tax if you do not elect to claim a foreign tax credit for any foreign taxes paid or accrued during the taxable year. You are urged to consult your own tax advisor regarding the availability of foreign tax credits in your particular situation.

Backup Withholding and Information Reporting

Dividend payments with respect to New Spark ADSs and proceeds from the sale, exchange or redemption of New Spark ADSs may be subject to information reporting to the IRS and possible U.S. backup withholding at a current rate of 28%. Backup withholding will not apply to you, however, if you:

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- furnish a correct taxpayer identification number and make any other required certification, or

- are otherwise exempt from backup withholding.

You generally may establish your exempt status by providing the required certification on IRS Form W-9. You should consult your tax advisor regarding the application of the U.S. information reporting and backup withholding rules. Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against your U.S. federal income tax liability, and you may request a refund of any excess amounts withheld under the backup withholding rules by timely filing the appropriate claim for refund with the IRS and timely furnishing any required information.

PFIC Considerations

The foregoing discussion assumes that New Spark will not be classified as a PFIC for U.S. federal income tax purposes. A non-U.S. corporation is considered to be a PFIC for any taxable year if, applying certain look-through rules, either:

- at least 75% of its gross income is passive income; or

- at least 50% of the value of its assets (based on an average of the quarterly values of the assets during a taxable year) is attributable to assets that produce or are held for the production of passive income.

Passive income for this purpose generally includes dividends, interest, royalties, rents, gains from commodities and securities transactions, the excess of gains over losses from the disposition of assets which produce passive income and amounts derived by reason of the temporary investment of funds raised in offerings of New Spark Ordinary Shares or ADSs. If a non-U.S. corporation owns at least 25% by value of the stock of another corporation, the non-U.S. corporation is treated for purposes of the PFIC tests as owning its proportionate share of the assets of the other corporation and as directly receiving its proportionate share of the other corporation's income.

Based on current business plans and financial expectations, including those resulting from the consummation of the Business Combination, New Spark does not expect to be a PFIC for 2017 or for the foreseeable future. The determination of whether any corporation is, or will be, a PFIC for a tax year depends, in part, on the application of complex and fact-sensitive U.S. federal income tax rules, which are subject to differing interpretations. In addition, whether any corporation will be a PFIC for any tax year depends on the assets and income of the corporation over the course of each such tax year and, as a result, cannot be predicted with certainty as of the date of this summary.

Accordingly, there can be no assurance that New Spark will not be a PFIC for 2017 or any subsequent year. You should consult your own tax advisor regarding the PFIC status of New Spark.

If New Spark is a PFIC for any taxable year during which you hold New Spark ADSs, you will be subject to special tax rules with respect to any "excess distribution" that you receive and any gain you realize from a sale or other disposition (including a pledge) of New Spark ADSs, unless you make a "mark-to-market" or "qualified electing fund" election as discussed below. Under these special tax rules:

- the excess distribution or gain will be allocated ratably over your holding period for the ADSs;

- the amount allocated to the current taxable year, and any taxable year in your holding period prior to the first taxable year in which New Spark became a PFIC, will be treated as ordinary income; and

-

the amount allocated to each other year will be subject to the highest tax rate in effect for that year and the interest charge generally applicable to underpayments of tax will be imposed on the resulting tax attributable to each such year.

If New Spark is a PFIC for any year during which you hold ADSs, New Spark generally will continue to be treated as a PFIC with respect to you for all succeeding years during which you hold ADSs. If New Spark ceases to be a PFIC, you may avoid some of the adverse effects of the PFIC regime by making a deemed sale election with respect to the ADSs.

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If New Spark is a PFIC for any year during which you hold ADSs, you generally will be required to file an IRS Form 8621 (Information Return by a Shareholder of a Passive Foreign Investment Company or Qualified Electing Fund) with respect to New Spark, generally with your federal income tax return for that year.

If New Spark is a PFIC and you make a “mark-to-market” election, you generally will include as ordinary income the excess, if any, of the fair market value of the ADSs at the end of each taxable year over your adjusted basis, and will be permitted an ordinary loss in respect of the excess, if any, of the adjusted basis of the ADSs over their fair market value at the end of the taxable year (but only to the extent of the net amount of previously included income as a result of the mark-to-market election). Any gain recognized on the sale or other disposition of the ADSs will be treated as ordinary income. The mark-to-market election is available only for “marketable stock,” which is stock that is traded in other than de minimis quantities on at least 15 days during each calendar quarter on a qualified exchange or other market, as defined in the applicable U.S. Treasury regulations.

As an alternative to a mark-to-market election, if New Spark is a PFIC you may be permitted to make a “qualified electing fund” election (a “QEF election”) with respect to your ADSs if New Spark provides the information necessary for such election to be made. If you make a QEF election, you will be currently taxable on your pro rata share of New Spark’s ordinary earnings and net capital gain (at ordinary income and capital gain rates, respectively) for each taxable year that New Spark is classified as a PFIC and will not be required to include such amounts in income when actually distributed by New Spark. There can be no assurance that New Spark will provide you with the necessary information that would enable you to make a QEF election if New Spark were a PFIC.

You should consult your own tax advisor regarding the application of the PFIC rules to an investment in the New Spark ADSs.

Information with Respect to Foreign Financial Assets

Owners of “specified foreign financial assets” with an aggregate value in excess of \$50,000 (and in some circumstances a higher threshold) may be required to file an information report with respect to such assets with their tax returns.

“Specified foreign financial assets” may include financial accounts maintained by foreign financial institutions, as well as any of the following, but only if they are not held in accounts maintained by financial institutions: (i) stocks and securities issued by non-U.S. persons, (ii) financial instruments and contracts held for investment that have non-U.S. issuers or counterparties, and (iii) interests in foreign entities. You are urged to consult your tax advisor regarding the application of this reporting requirement to your ownership of the New Spark ADSs.

This discussion does not address tax consequences that may vary with, or are contingent on, individual circumstances. Moreover, it only addresses U.S. federal income tax and does not address any non-income tax or any foreign, state or local tax consequences. You should consult your own tax advisors concerning the U.S. federal income tax consequences of the Merger and the ownership of New Spark ADSs in light of your particular situation, as well as any consequences arising under the laws of any other taxing jurisdiction.

Material German Income Tax Considerations

Scope of Discussion

The following is a summary of the material German income tax consequences of the Merger to Eligible U.S. Holders (as defined below) of Spark Shares and of the ownership and disposition of New Spark ADSs received in connection with the Merger by an Eligible U.S. Holder of Spark Shares.

This discussion applies to you only if you exchange your Spark Shares for New Spark ADSs in the Merger and you hold your Spark Shares and New Spark ADSs as capital assets for tax purposes. Special rules not discussed below may apply to certain classes of Eligible U.S. Holders holding Spark Shares (and New Spark ADSs received in connection with the Merger), including:

- a holder who acquired Spark Shares pursuant to the exercise of employee stock options or otherwise as compensation;

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- the Trust;
- a credit institution (Kreditinstitut) or a financial services institution (Finanzdienstleistungsinstitut), or a financial company (Finanzunternehmen) if credit institutions or financial services institutions hold, directly or indirectly, a participation of more than 50% in such financial company;
- a life insurance company, a health insurance company or a pension fund;
- a mutual fund;
- a holder who holds Spark Shares or New Spark ADSs or ADRs in connection with a permanent establishment or fixed base situated in Germany through which the holder carries on business or performs personal services in Germany or as part of business assets for which a permanent representative in Germany has been appointed;
- a holder whose New Spark ADSs or ADRs are deposited with or administered by a German credit institution, German financial services institution, German securities trading enterprise or German securities trading bank (in each case including by a German branch of a foreign enterprise, but excluding by a non-German branch of a German enterprise) or whose New Spark ADSs or ADRs are sold (and the sales proceeds are disbursed or credited to such holder) by any of these;
- a company that owns directly at least 10 percent of the voting stock of the New Spark or an RRA Holder;
- a U.S. tax-exempt company or organization;
- an S corporation, partnership, or other pass-through entity (or an investor in an S corporation, partnership or other pass-through entity); or
- a citizen of Germany, a former citizen of Germany or a former resident of Germany (expatriate).

This discussion does not address any tax consequences to you if you cancel or surrender your New Spark ADSs to the New Spark ADS Depository or withdraw the underlying New Spark Ordinary Shares or any other deposited securities underlying the New Spark ADSs.

In addition, this discussion does not address any tax consequences arising under the laws of any state, local or non-German jurisdiction, or taxes other than income taxes (for instance, any taxes arising under the German Value Added Tax Act (Umsatzsteuergesetz) or under the German Inheritance and Gift Tax Act (Erbschaftsteuer- und Schenkungsteuergesetz) are not discussed in this summary).

For purposes of this discussion, a Spark Stockholder (and a holder of New Spark ADSs received in connection with the Merger) which is referred to herein as an “Eligible U.S. Holder,” is a resident of the United States for purposes of the Agreement between the Federal Republic of Germany and the United States (Convention between the Federal Republic of Germany and the United States of America for the Avoidance of Double Taxation and the Prevention of

Fiscal Evasion with respect to Taxes on Income and Capital and to certain other Taxes, as amended by the Protocol of June 1, 2006 and as published in the German Federal Law Gazette 2008 vol. II pp. 611/651; the “Treaty”) who is, with respect to his or her Spark Shares (and New Spark ADSs received in connection with the Merger), fully eligible for those benefits under the Treaty which are described below under the heading “Ownership and Disposition of New Spark ADSs”. A Spark Stockholder (and a holder of New Spark ADSs received in connection with the Merger) will be an Eligible U.S. Holder entitled to these Treaty benefits if it is, inter alia:

- a U.S. holder (as defined above) under “Proposal One — Adoption of the Agreement and Plan of Merger — Material U.S. Federal Income Tax Consequences of the Business Combination to U.S. Holders”;
- the economic and beneficial owner of the Spark Shares and of the New Spark ADSs (and, if any, the actual or constructive dividends paid or accrued with respect thereto) pursuant to German tax law and the Treaty;

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- not subject to German unlimited tax liability by way of a German residence or habitual abode or, as the case may be, a German registered seat or place of management; and

- not subject to the limitation on benefits (i.e., anti-treaty shopping) article of the Treaty and not subject to the (unilateral) limitation on benefits (i.e., anti-treaty shopping) provision under domestic German tax law.

This discussion is based on German tax laws, including interpretation circulars issued by German tax authorities, which are not binding on the courts, and the Treaty. It is based upon tax laws in effect at the time of preparation of this proxy statement/prospectus. These laws are subject to change, possibly with retroactive effect. We have not and will not seek any rulings from the German tax authorities regarding the matters discussed below. There can be no assurance that the German tax authorities will not take positions concerning the tax consequences of the Merger, the other transactions contemplated thereby or of the ownership and disposition of New Spark ADSs that are different from those discussed below, or that a court will not sustain such a position.

In addition, this discussion is based on the assumption that the other transactions contemplated by the Merger Agreement (which at the time of preparation of this proxy statement/prospectus have not yet been concluded) will be designed in such a way that, pursuant to German tax law and the Treaty, all economic and beneficial owners of the Spark Shares will be also the sole economic and beneficial owners of (1) the stock of the corporation surviving or resulting from the merger (up until the time of their contribution into New Spark), (2) the New Spark Ordinary Shares (up until the time of their conversion into New Spark ADSs) and (3) any actual or constructive dividends paid or accrued with respect thereto. It is further assumed that each obligation in the Merger Agreement and the other transactions contemplated thereby (including, without limitation, the New Spark Deposit Agreement and any related agreement) will be performed in accordance with its terms and that there will be no value shifts from Affinitas stockholders to Spark Stockholders, or vice versa, in connection with the Merger and the other transactions contemplated thereby.

This discussion is intended only as a descriptive summary and does not purport to be a comprehensive or exhaustive description of all German tax considerations that may be of relevance in the context of the Merger, the other transactions contemplated thereby and the ownership and disposition of New Spark ADSs. This discussion does not constitute tax or legal advice and the comments below are of a general nature only. Determining the actual tax consequences to you may be complex. They will depend on your specific situation and on factors that are not within the control of Spark. The actual income tax consequences to Spark Stockholders and holders of New Spark ADSs, in particular to those Spark Stockholders and holders of New Spark ADSs who are not “Eligible U.S. Holders” as defined above (including, without limitation, any German tax residents) or to whom the discussion below expressly does not apply, could (and in case of any German tax residents most likely will) differ significantly from the consequences discussed below. Spark Stockholders in general and these Spark Stockholders in particular should consult their tax advisors concerning the German income tax and, as the case may be, all other German tax consequences to them of the Merger, the other transactions contemplated thereby and owning and disposing of New Spark ADSs received in the Merger and the other transactions contemplated thereby and regarding the procedures to be followed to achieve a possible reimbursement of all or part of the German withholding tax (Kapitalertragsteuer), including the application of the German income tax considerations discussed below. Only such advisors are in a position to take your specific tax-relevant circumstances into due account.

German Income Tax Treatment of ADRs/ADSs

The following summary is subject to the limitations and only applies to the holders as described above under “— Scope of Discussion”.

At the time of preparation of this proxy statement/prospectus, no explicit tax law deals with the treatment of ADSs or American Depositary Receipts (“ADRs”) and no decisions of German tax courts have been published that comprehensively outline the treatment of ADSs or ADRs under German tax law. However, from circulars issued by the German fiscal authorities it can be concluded that in the practice of the authorities, although it is not free from doubt and German courts would not be bound thereby, holders

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of ADRs relating to German stocks are in general treated like the economic owners of the underlying stocks for German income tax purposes. New Spark believes that all Eligible U.S. Holders of the New Spark ADSs will qualify as economic owners of the underlying New Spark Ordinary Shares for purposes of German income tax law and as beneficial owners of the capital income derived therefrom for purposes of the Treaty. Your classification as economic owner of New Spark Ordinary Shares and as beneficial owner of the capital income derived therefrom would result in a German income tax treatment as laid out in this summary “Material German Income Tax Considerations,” provided, however, this summary is generally applicable to you as described above under “— Scope of Discussion.” It is, however, not possible to predict reliably whether or not the competent German tax authorities or German tax courts will share this view. If you should not qualify as economic and beneficial owner of New Spark Ordinary Shares and of any capital income derived therefrom in the view of the German tax authorities or courts, a different income tax treatment with negative results may apply.

The Merger and Other Transactions Contemplated Thereby

The following summary discusses the material German income tax consequences under present law to Spark Stockholders who are Eligible U.S. Holders of Spark Shares. This summary is subject to the limitations and only applies to the holders as described above under “— Scope of Discussion” and under “German Income Tax Treatment of ADRs/ADSs”. It is further assumed that New Spark will be considered resident for tax purposes in Germany and that New Spark is organized and that its business will be conducted in the manner outlined in this proxy statement/prospectus. Changes in the tax residence or organizational structure of New Spark or the manner in which it conducts its business may invalidate this summary.

Exchange of Spark Shares Solely for New Spark ADSs.

When you exchange all of your Spark Shares solely for New Spark ADSs, or when you otherwise become the economic owner of the New Spark Ordinary Shares for German tax purposes before such exchange, you will not recognize any gain or loss for German income tax purposes except, as the case may be, in respect of cash received in lieu of a fractional New Spark ADS, as discussed below under the heading “Cash Received In Lieu of a Fractional New Spark ADS.”

Cash Received In Lieu of a Fractional New Spark ADS.

If you receive cash instead of a fractional New Spark ADS, you might be treated as having received a deemed dividend which is taxable in Germany, as discussed below under “Ownership and Disposition of New Spark ADSs” — “German Taxation of Dividends”. In this case, however, it may be advisable for you to consult your tax advisor about the chances of success of an appeal.

Ownership and Disposition of New Spark ADSs

The following summary discusses the material German income tax consequences under present law to Spark Stockholders who are Eligible U.S. Holders and own New Spark ADSs received in connection with the Merger. And it is subject to the limitations and only applies to the holders as described above under “— Scope of Discussion” and under “German Income Tax Treatment of ADRs/ADSs.” It is further assumed that New Spark will be considered resident for tax purposes in Germany and that New Spark is organized and that its business will be conducted in the manner outlined in this proxy statement/prospectus. Changes in the tax residence or organizational structure of New Spark or the manner in which it conducts its business may invalidate this summary.

German Taxation of Dividends

New Spark does not currently intend to make distributions on its shares or ADSs. To the extent that New Spark can pay dividends and other shares in profits from the tax-recognized contribution account (steuerliches Einlagenkonto) to you, any such dividend income is generally not taxable in Germany subject to certain formalities being observed. However, distributions to you on New Spark ADSs will be taxable as dividends to you to the extent (actually or deemed to be) paid out of New Spark’s current or accumulated earnings and profits, as determined under German corporate income tax principles (as the case may be for

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any cash you may receive in lieu of a fractional New Spark ADS, as discussed above under “The Merger and Other Transactions Contemplated Thereby — Cash Received In Lieu of a Fractional New Spark ADS”). Please note that there is a legally binding appropriation sequence for using the tax-recognized contribution account first before using the accumulated earnings and profits.

Any tax liability in Germany for actual or deemed dividends and other shares in profits received by you will be discharged through the withholding at a rate of 25% plus a solidarity surcharge of 5.5% thereon (i.e., a total of 26.375%). The basis for the withholding tax (in Euro) is the gross amount of the dividend (in Euro) resolved by the general shareholders’ meeting. Your German income tax liability for the dividends and other shares in profits is generally satisfied through the deduction of the withholding tax and you may not deduct any income-related expenses. Under the Treaty, you can obtain a partial refund of the 26.375% withholding tax equal to 11.375% of the gross amount of the dividend (in Euro). For example, you should initially receive a net payment of €73,625 from a gross dividend amounting to €100,000 (i.e., €100,000 minus the 26.375% withholding tax), minus, inter alia, any further deductions or withholdings (e.g. by the New Spark ADS Depository pursuant to the New Spark Deposit Agreement). You may, subject to fulfilling procedural requirements, be entitled to a partial refund from the German tax authorities in the amount of 11.375% of the gross dividend. As a result, you may ultimately receive a payment of €85,000 in total (85% of the gross dividend amount), minus, inter alia, any further deductions or withholdings (e.g. by the New Spark ADS Depository pursuant to the New Spark Deposit Agreement). For restrictions and uncertainties see “Risk Factors — Risks Relating to the New Spark ADSs — Certain or all of the holders of New Spark ADSs may be unable to claim tax credits with respect to, or tax refunds to reduce German withholding tax applicable to the payment of dividends, or a dividend may be effectively taxed twice.”

The aforementioned refund of German withholding tax under the Treaty requires you to make tax filings with the competent German tax office using a tax voucher issued by the institution documenting the German tax withheld and remitted by it because the New Spark Ordinary Shares will be admitted to be held in collective safe custody (Sammelverwahrung) with a central securities depository (Wertpapiersammelbank) pursuant to Section 5 of the German Act on Securities Accounts (Depotgesetz) and are entrusted to such central securities depository for collective safe custody in Germany. In the absence of such tax voucher, a holder of New Spark ADSs or New Spark Ordinary Shares will not be entitled to receive a tax refund from the German tax authorities.

To claim the refund of amounts withheld in excess of the Treaty rate, you must submit a claim for refund on a special German claim for refund form (Form Refund USA (E-USA)), which must be filed with the German Federal Tax Office (Bundeszentralamt für Steuern, D-53221 Bonn, Germany; www.bzst.de). The period allowed for filing a request is generally four years, and it commences at the close of the calendar year during which you have received the dividend. However, the period allowed does not end less than 6 months after the date on which the tax is paid. The German claim for refund forms may be obtained from the German tax authorities at the same address where applications are filed, from the Embassy of the Federal Republic of Germany, 4645 Reservoir Road NW, Washington, DC 20007, or can be downloaded from the homepage of the German Federal Tax Office (www.bzst.de). You must also submit to the German tax authorities the tax voucher issued by the institution documenting the German tax withheld and remitted together with a certification of your U.S. residency status (IRS Form 6166). The latter certification can be obtained from the Internal Revenue Service by filing a request for certification (generally on an IRS Form 8802, which will not be processed unless a user fee is paid) with the Internal Revenue Service, P.O. Box 71052, Philadelphia, PA 19176-6052. IRS Form 8802 and its instructions can be obtained from the IRS website at www.irs.gov. You should consult your own tax advisors regarding how to obtain an IRS Form 6166. Any refunds would be issued in Euro.

Under a simplified refund procedure based on electronic data exchange (Datenträgerverfahren), a paying or disbursing agent that is registered as a participant in the electronic data exchange procedure with the German Federal Central Tax Office (Bundeszentralamt für Steuern) may file an electronic collective refund claim on behalf of all of the New Spark ADS holders for whom it holds the underlying New Spark Ordinary Shares in custody, provided the respective holder has made certain confirmations and has provided an IRS Form 6166 certification with the participant in the electronic data exchange procedure. The German tax authorities reserve the right to audit the entitlement to tax refunds for several years following their payment pursuant to the Treaty in individual cases.

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You should note, however, that only limited guidance of the German tax authorities exists on the practical application of the refund process to ADSs and ADRs generally and on the practical application of the electronic data exchange procedure with respect to ADSs and ADRs in particular.

German Taxation of Capital Gains

The following discussion further assumes that New Spark would not hold any immovable property situated in Germany.

Capital gains derived by you from a sale or other disposition of New Spark ADSs, or derived by you from a dividend which is funded from the New Spark's tax-recognized contribution account and which together with any previous dividend which was funded from New Spark's tax-recognized contribution account exceeds the book value for German income tax purposes, are generally not subject to German income tax:

Under German domestic income tax law, capital gains derived by you are generally not taxable, unless your holding of New Spark ADSs will represent a Qualified Participation (e.g. if you, or the previous owner if you had acquired the New Spark ADSs without consideration, directly or indirectly held at least 1% of the share capital of New Spark at any point in time during the five years preceding the sale or other disposition, or, under certain circumstances, if you had acquired the shares of New Spark upon a tax neutral share for share exchange). But in the case of a Qualified Participation, the capital gains are generally exempt under the Treaty.

The German statutory law, however, does not explicitly condition the obligation to withhold taxes on capital gains being subject to taxation in Germany under German statutory law or on an applicable income tax treaty permitting Germany to tax such capital gains. An interpretation circular issued by the German Federal Ministry of Finance dated January 18, 2016 (in its currently applicable version dated May 3, 2017), in contrast, provides that taxes need not be withheld when the holder of the custody account is not a resident of Germany for tax purposes and the income is not subject to German income tax. While interpretation circulars issued by the German Federal Ministry of Finance are only binding on the tax authorities but not on the tax courts, in practice, the paying agents nevertheless typically rely on guidance contained in such interpretation circulars. In the event that a paying agent does not follow this guidance or is not entitled to assume that you are not tax resident in Germany, as the case may be, such paying agent would withhold tax at 26.375% on capital gains derived by you from the sale of the underlying New Spark Ordinary Shares held in a custodial account in Germany. In this case, you should be entitled to claim a refund of the withholding tax from the German tax authorities.

Accounting Treatment of the Merger

The Business Combination will be accounted for as a business combination applying the acquisition method of accounting for IFRS purposes with Affinitas treated as the accounting acquirer of Spark and accounting predecessor of New Spark. Accordingly, the aggregate fair value of the consideration paid in connection with the Business Combination will be allocated to Spark's net assets based on their fair values as of the close of the transaction. The excess of the total purchase consideration over the fair value of the identifiable assets acquired, liabilities assumed and any non-controlling interest in Spark will be allocated to goodwill. The results of operations of Spark will be included in New Spark's consolidated results of operations only for periods subsequent to the completion of the Merger.

Regulatory Approvals Required for the Business Combination and Other Regulatory Matters

Completion of the Merger is subject to the receipt of all required regulatory approvals. Affinitas and Spark intend to make all required filings under Delaware law, the Securities Act and the Exchange Act, in connection with the Merger. Other than those filings with the Delaware Secretary of State, SEC filings and filings required with the NYSE American relating to the listing of New Spark ADSs to be issued in the Merger, Affinitas and Spark are not aware of any other material regulatory filings or approvals required prior to completing the Merger as described in this proxy statement/prospectus.

New Spark's Status as a Foreign Private Issuer under the Exchange Act

New Spark is and expects that, upon completion of the Business Combination, it will be considered a "foreign private issuer" under the rules of the SEC. New Spark will be subject to the reporting requirements

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under the Exchange Act applicable to foreign private issuers. New Spark will be required to file its annual report Form 20-F with the SEC within four months of its fiscal year end. In addition, New Spark must furnish reports on Form 6-K to the SEC regarding certain information required to be publicly disclosed by New Spark in Germany, or regarding information distributed or required to be distributed by New Spark to its stockholders.

Moreover, although New Spark currently expects to report results quarterly, New Spark will not be required to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act and will be permitted to cease filing quarterly reports. New Spark will not be required to file financial statements prepared in accordance with U.S. GAAP and is not required to comply with Regulation FD, which addresses certain restrictions on the selective disclosure of material information. In addition, among other matters, New Spark's officers, board members and principal stockholders will be exempt from the reporting and "short-swing" profit recovery provisions of Section 16 of the Exchange Act and the rules under the Exchange Act with respect to their purchases and sales of New Spark Ordinary Shares. If New Spark loses its status as a foreign private issuer, it will no longer be exempt from such rules and, among other things, will be required to file periodic reports and financial statements as if it were a company incorporated in the United States.

Exchange of Shares for American Depositary Shares in the Business Combination

At or prior to the Effective Time, an exchange agent (the "Exchange Agent") will be appointed to handle the exchange of Spark Shares for New Spark ADSs. Spark Shares will be automatically converted into the right to receive New Spark ADSs without the need for any action by the holders of Spark Shares.

The Letter of Transmittal will be accompanied by instructions. Spark Stockholders should not return stock certificates with the enclosed proxy card.

After the Effective Time, Spark Shares will no longer be outstanding, will be automatically cancelled and will cease to exist and be delisted from the NYSE American and deregistered under the Exchange Act, and each certificate, if any, that previously represented Spark Shares will represent only the right to receive the Merger Consideration as described above. Until holders of Spark Shares have surrendered such shares to the Exchange Agent for exchange, those holders will not receive the Merger Consideration or any dividends or distributions on New Spark ADSs into which their Spark Shares have been converted with a record date after the Effective Time.

Spark Stockholders will not receive any fractional New Spark ADSs pursuant to the Business Combination. Instead of any fractional New Spark ADSs, Spark Stockholders who otherwise would have received a fraction of a New Spark ADS will receive an amount in cash equal to the net proceeds of a sale of the fractional entitlement on the NYSE American (or such other stock exchange where the Spark Shares principally trade) as soon as reasonably practicable following the consummation of the Business Combination.

Listing of New Spark's ADSs

It is a condition to the completion of the Merger that the New Spark ADSs be approved for listing on the NYSE American. Spark Shares will be delisted from the NYSE American promptly following completion of the Business Combination.

Dissenters' Rights; No Appraisal Rights

Spark Stockholders do not have rights of appraisal in connection with the Merger. They would only have such rights in connection with certain mergers or consolidations if the merger or consolidation required them to accept in exchange for their shares anything other than (a) shares of stock of the corporation surviving or resulting from such merger or consolidation, or depositary receipts in respect thereof; (b) shares of stock of any other corporation or depositary receipts in respect thereof, which at the effective date of the merger or consolidation would be either listed on a national securities exchange or held of record by more than 2,000 stockholders; (c) cash in lieu of fractional shares or fractional depositary receipts of a corporation described in (a) and (b) above; or (d) any combination of the shares of stock, depositary receipts and cash in lieu of fractional shares or fractional depositary receipts described in (a), (b) and (c) above.

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Additionally, no appraisal rights exist where, on the record date fixed to determine the stockholders entitled to vote on the merger or consolidation: (i) the stock of the corporation is listed on a national securities exchange; or (ii) is held of record by more than 2,000 stockholders; and further, there are no appraisal rights available for any shares of stock of the constituent corporation surviving a merger if the merger did not require the vote of the stockholders of the surviving corporation for its approval.

Restrictions on Sales of New Spark ADSs by Certain Affiliates

The New Spark ADSs to be issued in connection with the Merger will be freely transferable under the Securities Act, except for ADSs issued to any Spark Stockholder who may be deemed to be an “affiliate” of Spark or New Spark.

Persons who may be deemed to be affiliates include Spark directors or executive officers who become board members or executive officers of New Spark after the Business Combination, as well as principal stockholders of Spark prior to the Business Combination.

Persons who may be deemed to be affiliates of Spark or New Spark may not sell any of the New Spark ADSs received by them in connection with the Business Combination except pursuant to:

- an effective registration statement under the Securities Act covering the resale of the New Spark Ordinary Shares; or
- an applicable exemption under the Securities Act.

In addition, certain parties are restricted from trading any New Spark Ordinary Shares or New Spark ADSs received in connection with the Business Combination on account of the Lock-up Agreements discussed elsewhere herein.

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THE AGREEMENT AND PLAN OF MERGER

The following summary describes selected material provisions of the Merger Agreement but does not purport to describe all of the terms of the Merger Agreement. The following summary is qualified in its entirety by reference to the complete text of the Merger Agreement (attached to this proxy statement/prospectus as Annex A), which is incorporated by reference into this proxy statement/prospectus. We urge you to read carefully the Merger Agreement in its entirety as it is the legal document governing the Business Combination.

The Merger Agreement contains representations and warranties that the parties have made to each other as of specific dates. The assertions embodied in the representations and warranties in the Merger Agreement were made solely for purposes of the Merger Agreement and the transactions and agreements contemplated thereby among the parties thereto and may be subject to important qualifications and limitations agreed to by the parties thereto in connection with negotiation the terms thereof. The representations and warranties may also be subject to a contractual standard of materiality different from those generally applicable to stockholders and reports and documents filed with the SEC, and the assertions embodied in the representations and warranties contained in the Merger Agreement (and summarized below) are qualified by information in disclosures schedules provided by Spark to Affinitas and by Affinitas to Spark in connection with the signing of the Merger Agreement and by certain information contained in certain of Spark's filings with the SEC. These disclosure schedules and SEC filings contain information that modifies, qualifies and creates exceptions to the representations and warranties set forth in the Merger Agreement. For the foregoing reasons, you should not rely on the representations and warranties in the Merger Agreement (or the summaries contained in this proxy statement/prospectus) as characterizations of the actual state of facts among the parties to the Merger Agreement.

The Merger Agreement and the following description have been included to provide you with information regarding the terms of the Merger Agreement. They are not intended to provide any other factual information about Spark or Affinitas. Such information can be found elsewhere in this proxy statement/prospectus and in the other public filings made by Spark with the SEC, which are available without charge through the SEC's website at www.sec.gov.

The Merger, Share Transfer and Share Exchange

Upon the terms and subject to the conditions of the Merger Agreement, at the Effective Time, Chardonnay Merger Sub, Inc., a Delaware corporation and direct, wholly-owned subsidiary of New Spark ("Merger Sub"), will be merged with and into Spark (the "Merger"). Spark will continue as the surviving corporation in the Merger, become a direct, wholly-owned subsidiary of New Spark and cease to be a publicly-traded company.

The Merger Agreement provides that, in connection with the Business Combination, pursuant to the terms of the support agreement contemplated by the Merger Agreement (the "Support Agreement"), the stockholders of Affinitas will (i) purchase all of the 120,000 New Spark Ordinary Shares currently owned by Affinitas for a total purchase price among all Affinitas stockholders of €132,000 (the "Affinitas Share Transfer") and (ii) transfer all of their Affinitas Shares to New Spark in exchange for (a) ordinary no-par value registered shares (auf den Namen lautende Stückaktien) of New Spark Ordinary Shares and/or New Spark ADSs representing New Spark Ordinary Shares and (b) a claim for a payment by New Spark to the respective stockholders of Affinitas of up to €5,730,000 in the aggregate.

Unless the Merger Agreement is earlier terminated pursuant to the provisions described in "— Termination" below, completion of the Merger will occur on the third business day after all of the closing conditions set forth in the Merger Agreement are satisfied or waived (other than those conditions that by their nature are to be satisfied at the closing, but subject to the satisfaction or waiver of those conditions), or at such other time as Spark and Affinitas may mutually agree in writing. For more information, see the section entitled "— Conditions to the Merger" below. The Merger will become effective when the certificate of merger has been duly filed with the Secretary of State of the State of Delaware or at a later time as may be specified in such certificate of merger with the consent of Spark and Affinitas.

Effects of the Merger

The directors and officers of Merger Sub immediately prior to the Effective Time will be the initial directors and officers of the surviving corporation.

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Merger Consideration

At the Effective Time, by virtue of the Merger and without any further action on the part of New Spark, Affinitas, Merger Sub, Spark or any Spark Stockholder:

- all Spark Shares that are held by Spark as treasury stock or owned by Spark or Merger Sub immediately prior to the Effective Time will be cancelled and no consideration will be delivered in exchange for such Spark Shares; and

- each Spark Share issued and outstanding immediately prior to the Effective Time (excluding shares to be cancelled pursuant to the bullet above but including shares held in the Spark Trust as described in “— Treatment of Spark Equity Awards — Options” below) will be converted into the right to receive a number of New Spark ADSs equal to the Adjustment Ratio, with each New Spark ADS representing 0.1 New Spark Ordinary Shares. The “Adjustment Ratio” means 0.1 multiplied by a fraction, (a) the numerator of which is (x) the Post-Warrant Exercise Share Number minus the (y) aggregate number of Spark Shares issued in connection with the exercise of the Spark Warrant, and (b) the denominator of which is the Post-Warrant Exercise Share Number.

Cash will be paid in lieu of fractional shares, as discussed further in the section entitled “Proposal One — Adoption of the Agreement and Plan of Merger — Terms of the Merger — Merger Consideration.”

Treatment of Spark Equity Awards

Spark RSUs

Immediately prior to the Effective Time, each Spark RSU that is outstanding will be accelerated as to vesting and payment (if required) and converted into one Spark Share.

Spark Restricted Stock Awards

At the Effective Time, all Spark Restricted Stock Awards that are unvested will be exchanged for restricted New Spark Ordinary Shares and/or New Spark ADSs with vesting terms identical to the Spark Restricted Stock Awards.

Spark Stock Options

At the Effective Time, all Spark Stock Options immediately outstanding prior to the Effective Time will be exchanged for awards to acquire (on the same terms and conditions as were applicable under the Spark Stock Options, taking into account the transactions contemplated by the Merger Agreement or in any stock option plans or any award or other agreement), from a trust to be formed by Spark prior to the Effective Time, a number of New Spark ADSs equal to (w) the number of Spark Shares subject to such Spark Stock Option multiplied by (x) the Adjustment Ratio (the result rounded down to the nearest whole New Spark ADS), with an exercise price per share (rounded up to the nearest whole cent) equal to (y) the per share exercise price specified in such Spark Stock Option, divided by (z) the Adjustment Ratio (with the result rounded up to the nearest whole cent).

Representations and Warranties

The Merger Agreement contains representations and warranties made by each of New Spark, Affinitas, and Merger Sub, jointly and severally, to Spark, subject to certain exceptions in the Merger Agreement and in the disclosure schedules delivered in connection with the Merger Agreement, as to, among other things:

- corporate organization, good standing and qualification to conduct business;

- capital structure;

- corporate power and authority to enter into and carry out the obligations under the Merger Agreement;

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- the absence of conflicts with or defaults under its organizational documents, contracts and applicable laws;
- the absence of the need for any consent, approval, license, permit, order or authorization of, or registration declaration, notice or filing with any governmental authority;
- the standards used to create, and content of, financial statements;
- the absence of undisclosed liabilities;
- the absence of certain changes and events;
- good title to the assets used in its business;
- real property matters;
- intellectual property matters;
- material contracts;
- compliance with applicable laws and maintenance of necessary permits;
- tax matters;
- employee benefits and executive compensation matters, including benefit plans and compliance with the Employee Retirement Income Securities Act of 1974, as amended;
- labor and employment matters;
- environmental matters;
- insurance matters;
- records;

- government programs;
- transactions with affiliates;
- legal proceedings and government orders;
- absence of violations of anti-bribery and anti-corruption laws;
- absence of ownership of any Spark Shares;
- no vote required by Affinitas's stockholders;
- engagement and payment of fees of brokers, finders and investment bankers;
- data protection; and
- information technology.

The Merger Agreement contains representations and warranties made by Spark to each of New Spark, Affinitas, and Merger Sub, subject to certain exceptions in the Merger Agreement, in the disclosure schedules delivered in connection with the Merger Agreement and in Spark's public filings, as to, among other things:

- corporate organization, good standing and qualification to conduct business;
- capital structure;
- corporate power and authority to enter into and carry out the obligations under the Merger Agreement;
- the absence of conflicts with or defaults under its organizational documents, contracts and applicable laws;
- the absence of the need for any consent, approval, license, permit, order or authorization of, or registration declaration, notice or filing with any governmental authority;

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- filing of all forms, statements, certifications, reports and documents required to be filed or furnished with the SEC;
- the standards used to create, and content of, financial statements;
- the absence of undisclosed liabilities;
- the absence of certain changes and events;
- good title to the assets used in its business;
- real property matters;
- intellectual property matters;
- material contracts;
- compliance with applicable laws and maintenance of necessary permits;
- tax matters;
- employee benefits and executive compensation matters, including benefit plans and compliance with the Employee Retirement Income Securities Act of 1974, as amended;
- labor and employment matters;
- environmental matters;
- insurance matters;
- records;
- government programs;
-

transactions with affiliates;

- legal proceedings and government orders;
- absence of violations of anti-bribery and anti-corruption laws;
- inapplicability of anti-takeover statutes;
- the required vote of Spark's stockholders;
- engagement and payment of fees of brokers, finders and investment bankers;
- data protection;
- information technology; and
- delivery of a fairness opinion.

Certain of these representations and warranties are qualified as to "materiality" or "material adverse effect." For the purposes of the Merger Agreement, for each of Spark and Affinitas, a "material adverse effect" means any change, condition, development, effect, event, occurrence, result or state of facts that has or would reasonably be expected to: (a) have a material adverse effect on the business, financial condition or results of operations of such company and its subsidiaries, taken as a whole, except that none of the following shall be taken into account in determining whether there has been a material adverse effect: (i) changes in general economic or political conditions or the capital and securities markets in general (whether as a result of acts of terrorism, war (whether or not declared), armed conflicts or otherwise), to the extent they do not disproportionately affect such company and its subsidiaries, taken as a whole, relative to other participants in such company's industry; (ii) changes in or affecting the industries in which Spark operates, or Affinitas and its subsidiaries operate, to the extent they do not disproportionately affect such company and its subsidiaries, taken as a whole, relative to other participants in such company's industry; (iii) changes, effects or circumstances resulting from the announcement or pendency of the Merger Agreement or compliance with the terms of the Merger Agreement; (iv) any specific action taken at the

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written request of the other company or expressly required by the Merger Agreement; (v) any changes in laws or applicable accounting principles, or interpretations thereof, to the extent they do not disproportionately affect such company and its subsidiaries, taken as a whole, relative to other participants in such company's industry; (vi) the commencement, continuation or escalation of war, terrorism or hostilities, or natural disasters or political events, to the extent they do not disproportionately affect such company and its subsidiaries, taken as a whole, relative to other participants in such company's industry; (vii) any litigation relating to the Merger Agreement or the contemplated transactions; (viii) any failure, in and of itself, to meet internal or published projections, forecasts or revenue or earning predictions for any period, including analyst expectations or projections, forecasts or predictions (provided, in the case of this clause (viii), that the facts and circumstances underlying any such failure may be taken into account in determining whether a material adverse effect has occurred); or (ix), solely with respect to Spark, any decrease or decline in the market price or trading volume of the Spark Shares (provided, in the case of this clause (ix), that the facts and circumstances underlying any such decrease or decline may be taken into account in determining whether a material adverse effect has occurred); or (b) (i) solely in the case of Spark, prevent or materially impair the ability of Spark to consummate the contemplated transactions or (ii) solely in the case of Affinitas, would reasonably be expected to prevent or materially impair the ability of Affinitas or Merger Sub to consummate the contemplated transactions.

None of these representations and warranties will survive the Effective Time.

Covenants and Agreements

Access and Investigation. Subject to the terms of that certain non-disclosure agreement, dated as of January 10, 2017, by and between Affinitas and Spark, for the period from the date of the Merger Agreement to the earlier of the termination of the Merger Agreement and the Effective Time (the "pre-closing period"), upon reasonable notice, each party shall, and shall use commercially reasonable efforts to cause such party's representatives to: (a) provide the other party and such other party's representatives with reasonable access during normal business hours to such party's representatives, personnel and assets and to all existing books, records, tax returns, work papers and other documents and information relating to such party and its subsidiaries; and (b) provide the other party and such other party's representatives with such copies of the existing books, records, tax returns, work papers, product data, and other documents and information relating to such party and its subsidiaries, and with such additional financial, operating and other data and information regarding such party and its subsidiaries as the other party may reasonably request. Additionally, during the pre-closing period, each party shall promptly make available to the other party with copies of:

- the unaudited monthly consolidated balance sheets of such party as of the end of each calendar month and the related unaudited monthly consolidated statements of operations, statements of stockholders' equity and statements of cash flows for such calendar month;
- all material operating and financial reports prepared by such party for its senior management;
- any written materials or communications sent by or on behalf of a party to all of its stockholders;
- any notice, report or other document filed with or otherwise furnished, submitted or sent to any governmental authority on behalf of a party in connection with the Business Combination or any of the contemplated transactions; and
- any material notice, report or other document received by a party from any governmental authority in connection with the Business Combination or any of the contemplated transactions.

Notice of Certain Events. Each of Spark and Affinitas shall promptly notify and provide copies to the other of:

- any material written notice alleging that an approval or consent is or may be required in connection with the contemplated transactions;
- any written notice or other substantive communication from any governmental authority or securities exchange in connection with the contemplated transactions; and

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- the occurrence of any event, including any legal proceeding or investigation commenced that involves Affinitas or any of its subsidiaries or Spark or any of its subsidiaries, which would be reasonably likely to (A) prevent or materially impair the consummation of the contemplated transactions or (b) result in the failure of any condition to the Merger set forth in the Merger Agreement to be satisfied prior to January 31, 2018.

Operation of Business. Subject to certain exceptions as set forth in the disclosure schedules to the Merger Agreement, during the pre-closing period, each of Spark and Affinitas will, and will cause each of its subsidiaries to, conduct its business and operations in the ordinary course of business, and use its commercially reasonable efforts to preserve intact its current business organization, keep available the services of its current key employees, officers and other employees and maintain its relations and goodwill with all suppliers, customers, landlords, creditors, licensors, licensees, employees and other persons having business relationships with such company or its subsidiaries.

Negative Obligations.

Subject to certain exceptions in the Merger Agreement or as set forth in the disclosure schedules, at all times during the pre-closing period, Spark will not, and will not cause or permit its subsidiaries to, do any of the following without the prior written consent of Affinitas:

- declare, accrue, set aside or pay any dividend or make any other distribution, whether payable in cash, stock or other property; or repurchase, redeem or otherwise reacquire, directly or indirectly, any shares of capital stock or other securities (except for Spark Shares from terminated employees of Spark);

- except for contractual commitments in place at the date of the Merger Agreement, sell, issue, transfer, pledge or grant, or authorize the issuance of or make any commitments to do any of the foregoing with respect to: (A) any capital stock or other security (except for Spark Shares issued upon the valid exercise of outstanding Spark Stock Options and Spark RSUs); (B) any option, warrant or right to acquire any capital stock or any other security; or (C) any instrument convertible into or exchangeable for any capital stock or other security;

- amend its organizational documents or engage in any liquidation, dissolution, merger, consolidation, share exchange, business combination, recapitalization, reclassification of shares, stock split, or reverse stock split, except for the contemplated transactions;

- form any subsidiary or acquire any equity or other material interest in any other person;

- lend money to any person or become liable for any indebtedness, or make any loans, advances or capital contributions to, or investments in, any other person (other than for expense advances in the ordinary course of business not in excess of \$100,000 in the aggregate); issue or sell any debt securities or any rights to acquire any debt securities; guarantee any debt securities of others; or, make any capital expenditures or commitments in excess of \$100,000 in the aggregate;

- except for contractual commitments in place at the date of the Merger Agreement, (A) adopt, establish or enter into any Spark employee program; (B) cause or permit any Spark employee program to be amended other than as required by law or for purposes of Section 409A of the Code; (C) grant, make or pay any severance, bonus or profit-sharing or similar payment to, or increase the amount of the compensation or remuneration payable to, any of its directors, employees or consultants or (D) hire any new employee or consultant;

- enter into any transaction outside the ordinary course of business that involves payments and/or for a value in excess of \$100,000 or that is otherwise material;
- sell, lease, pledge or otherwise dispose of any of its material assets or properties, or grant any encumbrance with respect to such assets or properties, other than sales of assets in the ordinary course of business at not less than fair market value for consideration not greater than \$100,000 individually and \$500,000 in the aggregate;

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- engage in certain changes related to tax matters, including, among others, make, change or revoke any material tax election; change (or request any taxing authority to change) any material tax accounting method; or settle or compromise any material tax claim or liability;

- enter into any material contract, or amend or terminate or waive or grant any release or relinquishment of any material rights under, or renew, any material contract;

- (A) commence any legal proceeding other than (x) for routine collection of bills or (y) for a breach of the Merger Agreement, (b) release, assign, compromise, pay, discharge, waive, settle, agree to settle, or satisfy any legal proceeding (including any legal proceeding relating to the Merger Agreement or the Merger) or other rights, claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than claims, liabilities or obligations incurred in the ordinary course of business that involve amounts not to exceed \$100,000 individually or \$500,000 in the aggregate that (x) do not require any actions or impose any restrictions on the business or operations of Spark or any of its subsidiaries or impose any other injunctive or equitable relief, (y) provide for the complete release of Spark and its subsidiaries and (z) do not provide for any admission of liability by Spark or any of its subsidiaries or (c) waive any claims of substantial value;

- except for transactions among Spark and/or its subsidiaries, directly or indirectly, dispose of any of its property or assets, except for property and/or assets at not less than fair market value for consideration not greater than \$100,000 individually and \$500,000 in the aggregate;

- materially change any of the accounting methods, principles or practices used by it unless required by a change in U.S. GAAP or law;

- fail to duly and timely file all material reports and other material documents required to be filed with all governmental authorities and other authorities (including the NYSE American), subject to extensions permitted by applicable law; or

- agree to take, take or permit any subsidiary to take or agree to take, any of the actions specified in preceding 14 bullets of this paragraph.

Subject to certain exceptions in the Merger Agreement or as set forth in the disclosure schedules, at all times during the pre-closing period, Affinitas will not, and will not it cause or permit its subsidiaries to, do any of the following without the prior written consent of Spark:

- declare, accrue, set aside or pay any dividend or make any other distribution, whether payable in cash, stock or other property; or repurchase, redeem or otherwise reacquire, directly or indirectly, any shares of capital stock or other securities (except for Affinitas Shares from terminated employees of Affinitas);

- except for contractual commitments in place at the date of the Merger Agreement, sell, issue, transfer, pledge or grant, or authorize the issuance of or make any commitments to do any of the foregoing with respect to: (i) any capital stock or other security (except for Affinitas Shares issued upon the valid exercise of outstanding Affinitas stock options); (ii) any option, warrant or right to acquire any capital stock or any other security; or (iii) any instrument convertible

into or exchangeable for any capital stock or other security;

- amend its organizational documents or engage in any liquidation, dissolution, merger, consolidation, share exchange, business combination, recapitalization, reclassification of shares, stock split, reverse stock split or similar transaction;
- form any subsidiary or acquire any equity or other interest, in excess of €5,000,000, in any other person;
- materially change any of the accounting methods, principles or practices used by it unless required by a change in law or (A) German GAAP, with respect to Affinitas or (B) French GAAP, with respect to Samadhi SAS, Affinitas's wholly-owned French subsidiary;

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- lend money to any person or incur or guarantee any indebtedness for borrowed money; issue or sell any debt securities or rights to acquire any debt securities; guarantee any debt securities of others, in each case other than in the ordinary course of business; or

- agree to take, take or permit any subsidiary to take or agree to take, any of the actions specified in the first five bullets of this paragraph.

Disclosure Documents. New Spark and Affinitas have agreed to, as promptly as practicable after the date of the Merger Agreement, in cooperation with Spark, prepare and file with the SEC a registration statement on Form F-4 (the “registration statement”), of which this proxy statement/prospectus is a part, in connection with the registration under the Securities Act of the New Spark Ordinary Shares to be issued by virtue of the share exchange and the Merger. Each of New Spark and Affinitas have also agreed to use its reasonable best efforts to cause the New Spark ADS Depository, as promptly as practicable after the date of the Merger Agreement, to prepare and file the registration statement on Form F-6 to be filed with the SEC by the New Spark ADS Depository in connection with the New Spark ADSs.

Additionally, each of Spark, New Spark and Affinitas has agreed to:

- use its reasonable best efforts to have the Form F-4 and Form F-6 declared or become effective under the Securities Act as promptly as practicable and to keep the Form F-4 and Form F-6 effective as long as is necessary to consummate the Merger;

- take all or any action required under any applicable federal and state securities and other laws in connection with the issuance of New Spark Ordinary Shares and New Spark ADSs pursuant to the Business Combination;

- use reasonable best efforts to cause all documents that it is responsible for filing with the SEC in connection with the contemplated transactions to comply as to form and substance in all material respects with the applicable requirements of the Securities Act and the Exchange Act; and

- prepare and file any other filings required under the Exchange Act, the Securities Act or any other federal or state securities law or German law relating to the Business Combination and the other contemplated transactions.

Furthermore, each of Spark, Merger Sub, New Spark and Affinitas has agreed to furnish all information concerning itself and its subsidiaries, as applicable, to the other parties as the other parties may reasonably request in connection with such actions and the preparation of the registration statement, of which this proxy statement/prospectus is a part. Spark has agreed to use its reasonable best efforts to cause this proxy statement to be mailed to its stockholders as promptly as practicable after the registration statement is declared effective by the SEC. If Spark, Merger Sub, New Spark or Affinitas become aware of any event or information that, pursuant to the Securities Act or the Exchange Act or otherwise, should be disclosed in an amendment or supplement to the registration statement, of which this proxy statement/prospectus is a part, then such party will promptly inform the other parties thereof and shall cooperate with such other parties in filing such amendment or supplement with the SEC and, if appropriate, in mailing such amendment or supplement to the Spark Stockholders.

Prior to responding to any comments of the SEC with respect to the registration statement or this proxy statement/prospectus, each party will provide the other parties with a reasonable opportunity to review and comment on such response and will discuss with such other parties and include in such response comments reasonably and promptly proposed by the other parties. Affinitas and New Spark will promptly advise Spark of the time when the

registration statement has become effective or any supplement or amendment has been filed, of the issuance of any stop order or the suspension of the qualification of New Spark Ordinary Shares and/or New Spark ADSs or New Spark ADRs for offering or sale in any jurisdiction, of the initiation or threat of any proceeding for any such purpose, or of any request by the SEC for the amendment or supplement of the registration statement or for additional information. Spark will promptly advise New Spark and Affinitas after Spark of any request by the SEC for the amendment or supplement of this proxy statement or for additional information.

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Each of Affinitas, New Spark and Spark will cause the information provided by it and its respective subsidiaries for inclusion in each of the registration statement and the proxy statement, as of certain applicable times, to not contain any untrue statement of any material fact, or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not false or misleading at the time and in light of the circumstances under which such statement is made.

Additionally, Affinitas, New Spark and Spark agreed to cooperate to furnish and prepare, as promptly as practicable after the date of the Merger Agreement, all financial and other pertinent information regarding New Spark and its subsidiaries as may be necessary in connection with the registration statement.

At the Effective Time, New Spark shall execute a Registration Rights Agreement, in the form attached to this proxy statement/prospectus as Annex E (the “Registration Rights Agreement”), with certain stockholders of Spark and Affinitas.

Spark Stockholder Approval. The Spark Board has determined to recommend that the stockholders of Spark vote to approve the proposal to adopt the Merger Agreement and the Merger (the “Spark Board recommendation”).

Regulatory Approvals. Each Party shall use its reasonable best efforts to file or otherwise submit, as soon as practicable after the date of the Merger Agreement, all applications, notices, reports and other documents reasonably required to be filed by such party with or otherwise submitted by such party to any governmental authority with respect to the Merger and the other contemplated transactions, and to submit promptly any additional information requested by any such governmental authority.

Indemnification of Officers and Directors. For at least six years from and after the Effective Time, New Spark and the surviving corporation will indemnify and hold harmless all past and present directors, officers and employees of Spark and its subsidiaries (collectively, the “indemnified parties”) against any costs or expenses, judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement in connection with any actual or threatened claim, action, investigation, suit or proceeding in respect of acts or omissions occurring or alleged to have occurred at or prior to the Effective Time, whether asserted or claimed prior to, at or after the Effective Time, in connection with such persons serving as a fiduciary of Spark or any of its subsidiaries or of any person if such service was at the request or for the benefit of Spark or any of its subsidiaries, to the fullest extent permitted by law. All indemnification rights and limits to the personal liability of the indemnified parties provided for in the organizational documents of Spark or any of its subsidiaries in effect as of the date of the Merger Agreement or in any agreements of Spark or any of its subsidiaries with any indemnified party shall survive the Merger for six years after the Effective Time. The certificate of incorporation and bylaws of the surviving corporation will contain indemnification provisions that are at least as favorable as those in the Spark organizational documents as of the date of the Merger Agreement, and during such six year period following the Effective Time, New Spark and surviving corporation will not modify such provisions in any manner that would adversely affect the rights thereunder of any indemnified party in respect of actions or omissions occurring at or prior to the Effective Time except as required by applicable law.

Listing. Each of New Spark and Affinitas has agreed to use its reasonable best efforts to cause the New Spark ADSs being issued in the Merger, including the New Spark ADSs issuable in connection with the assumption of Spark Stock Options and Spark RSUs, to be approved for listing (subject to notice of issuance) on the NYSE American at or prior to the Effective Time.

Tax Opinion. New Spark, Affinitas and Spark will use their reasonable best efforts in order for Spark to obtain the opinion of its tax counsel, Morrison & Foerster LLP, in form and substance reasonably acceptable to Spark, on the basis of the facts and customary representations and assumptions set forth or referred to in such opinion and the tax representation letters from each of New Spark, Affinitas and Spark, to the effect that, for U.S. federal income tax purposes, (i) the Merger taken together with the share issuance and the share exchange either should qualify as a reorganization within the meaning of Section 368(a) of the Code or, when integrated with the Affinitas share exchange, should be treated as a transaction described in Section 351(a) of the Code, or should qualify under both such provisions, and (ii) Section 367(a)(1) of the Code should not apply to a stockholder’s surrender of Spark Shares pursuant to the Merger Agreement (except in the case of a Spark Stockholder who is or will be a “five-percent transferee shareholder,” within the meaning of Treasury Regulation Section 1.367(a)-3(c)(5)(ii), and does not enter into a gain recognition agreement in the form provided in Treasury Regulation Section 1.367(a)-8)).

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Affinitas, New Spark and Spark if required, will execute and deliver to Morrison & Foerster LLP the tax representation letters as of the Closing Date, the date the registration statement is declared effective, and/or such other dates as may be required.

Affinitas Directors and Officers. Affinitas shall use commercially reasonable efforts to obtain a directors and officers liability insurance policy covering the members of the management board of Affinitas from a financially sound and reputable insurer, in such amount and on such terms as is customary in the industry for a company of similar size and value with securities listed on the NYSE American and otherwise reasonably acceptable to Spark.

Employee Matters. For a period of at least one year following the Effective Time, New Spark will, or will cause the surviving corporation or one of its subsidiaries to, provide each employee of Spark and its subsidiaries who continues to be employed by New Spark or its subsidiaries (including, for the avoidance of doubt, the surviving corporation and its subsidiaries) immediately following the Effective Time (each, a “continuing employee”) with compensation and benefit arrangements that are substantially comparable in the aggregate to the compensation and benefit arrangements provided by Spark and its subsidiaries immediately prior to the Effective Time.

From and after the Effective Time, New Spark will, or will cause the surviving corporation or one of its subsidiaries to, grant all of the continuing employees credit for any service with Spark or its subsidiaries (as well as service with any predecessor entity to the extent such service is taken into account under the applicable plan of Spark or its subsidiaries prior to the Effective Time) earned prior to the Effective Time and with New Spark, the surviving corporation, and any of their subsidiaries or affiliates on and after the Effective Time, solely for eligibility and vesting purposes, but not for benefit accrual purposes, under any benefit or compensation plan, program, agreement or arrangement that may be established or that is maintained by New Spark or the surviving corporation or any of its subsidiaries on or after the Effective Time. Without limiting the foregoing, New Spark shall cause to be waived any pre-existing conditions or limitations, exclusions, waiting periods and required physical examinations under any welfare benefit plan maintained by New Spark, the surviving corporation or any of their respective subsidiaries in which the continuing employees (or their eligible dependents) will be eligible to participate from and after the Effective Time, except to the extent that such pre-existing conditions or limitations, exclusions, waiting periods or required physical examinations would not have been satisfied or waived under the comparable Spark employee program in which the continuing employee participated immediately prior to the Effective Time. New Spark shall use reasonable best efforts to cause to be recognized the U.S. dollar amount of all co-payments, deductibles and similar expenses incurred by each continuing employee (and his or her eligible dependents) during the calendar year in which the Effective Time occurs for purposes of satisfying such year’s deductible and co-payment limitations under the relevant welfare benefit plans in which the continuing employee (and his or her eligible dependents) will be eligible to participate from and after the Effective Time.

Obligations of New Spark. Affinitas shall cause New Spark to effect and consummate the Affinitas Share Transfer and the Affinitas Share Exchange as described in the section entitled “The Agreement and Plan of Merger” and comply with all its obligations under the Merger Agreement and the Support Agreement.

Non-Solicitation

Affinitas Non-Solicitation. Until the earlier of (i) the Closing Date and (ii) the termination of the Merger Agreement, without the prior written consent of Spark, Affinitas will not, and will not permit any of its subsidiaries or any representative to (A) initiate, solicit, seek or knowingly encourage any inquiries, proposals or offers that constitute or would reasonably be expected to lead to, an Affinitas Acquisition Proposal or (B) enter into any binding agreement relating to a Affinitas Acquisition Proposal, or enter into any agreement or agreement in principle requiring Affinitas to abandon, terminate or fail to consummate the transactions contemplated by the Merger Agreement or resolve, propose or agree to do any of the foregoing; provided, however, that, upon providing prior written notice to Spark, Affinitas may engage or participate in any discussions or negotiations regarding, or furnish any nonpublic information to any person in connection with, any unsolicited inquiries, proposals or offers related to a Affinitas Acquisition Proposal, and enter into any related confidentiality agreements with any such person.

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Affinitas will notify Spark promptly after receipt of any Affinitas Acquisition Proposal, any proposals or inquiries that would reasonably be expected to lead to an Affinitas Acquisition Proposal, or any inquiry or request for nonpublic information relating to Affinitas by any Person who has made or would reasonably be expected to make any Affinitas Acquisition Proposal. The notice will indicate the identity of the person making the Affinitas Acquisition Proposal, inquiry or request, and the material terms and conditions of any such proposal or offer or the nature of the information requested pursuant to such inquiry or request.

For the purposes of the Merger Agreement, an “Affinitas Acquisition Proposal” means any proposal, indication of interest or offer for (i) a merger, tender offer, recapitalization, reorganization, business combination, share exchange, arrangement or consolidation, or any similar transaction involving Affinitas or its Subsidiaries pursuant to which the equity holders of Affinitas immediately preceding such transaction would hold less than eighty-five percent (85%) of the equity interests in the surviving or resulting entity of such transaction, (ii) a sale, lease, exchange, transfer or other acquisition of fifteen percent (15%) or more of the assets of Affinitas and its Subsidiaries, taken as a whole, in one or a series of related transactions, or (iii) a purchase, tender offer or other acquisition of beneficial ownership (the term “beneficial ownership” for purposes of the Merger Agreement having the meaning assigned thereto in Section 13(d) of the Exchange Act and the rules and regulations thereunder) of securities representing fifteen percent (15%) or more of the voting power of Affinitas; provided, that the term “Affinitas Acquisition Proposal” shall not include the Merger or the other transactions contemplated by the Merger Agreement.

No Solicitation by Spark.

Until the Merger Agreement is terminated in accordance with the provisions of the section entitled “— Termination” below, Spark will not, and will cause each of its subsidiaries and PEAK6 and its and their respective officers and directors not to, and will use its reasonable best efforts to cause its or their respective employees (other than PEAK6 employees), investment bankers, financial advisors, attorneys, accountants, brokers, finders or other representatives, not to, directly or indirectly (A) initiate, solicit, seek or knowingly facilitate or encourage (including by way of furnishing non-public information) any inquiries, proposals or offers that constitute, or would reasonably be expected to lead to, a Spark Acquisition Proposal (as defined below), (B) engage or participate in any discussions or negotiations regarding, or furnish any nonpublic information to any person in connection with or for the purpose of encouraging or facilitating, any inquiries, proposals or offers that constitute, or would reasonably be expected to lead to, a Spark Acquisition Proposal, or (C) enter into any letter of intent, commitment, agreement in principle or other similar type of agreement providing for a Spark Acquisition Proposal (whether written or oral, binding or nonbinding), or resolve, propose, recommend or agree to do any of the foregoing. Spark shall, and shall cause each of its subsidiaries and PEAK6 and each of its and their respective officers and directors, and use reasonable best efforts to cause each of its and their respective investment bankers, financial advisors, attorneys, accountants, brokers, finders or other representatives engaged by Spark with respect to any Spark Acquisition Proposal, to immediately cease any solicitation, encouragement, discussions or negotiations with any persons that may be ongoing with respect to a Spark Acquisition Proposal, and immediately instruct any person in possession of confidential information about Spark that was furnished after January 1, 2016 by or on behalf of Spark in connection with any actual or potential Spark Acquisition Proposal to return or destroy all such information or documents or material incorporating such information in the possession of such person or any of such person’s representatives. Notwithstanding anything to the contrary contained in the Merger Agreement, Spark and its subsidiaries and its and their representatives may in any event inform a person that has made a Spark Acquisition Proposal of this non-solicitation provision of the Merger Agreement.

Except to the extent necessary to take any actions that Spark or any third party would otherwise be permitted to take pursuant to this “— No Solicitation by Spark” section (and in such case only in accordance with the terms of this section), (i) Spark and its subsidiaries shall not release any third party from, or waive, amend or modify any provision of, or grant permission under any confidentiality or standstill provision in any agreement to which Spark or any of its subsidiaries is a party related to or entered into in combination with any actual or potential Spark Acquisition Proposal, and (ii) Spark shall, and shall cause its subsidiaries to use, reasonable best efforts to enforce the confidentiality and standstill provisions of any such agreement, and Spark shall, and shall cause its Subsidiaries to, except as would not be adverse to Affinitas, immediately take all steps necessary to terminate any waiver that may have been

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granted and is capable of being terminated, to any person other than Affinitas or any of Affinitas's subsidiaries or affiliates, under any such provisions; provided, that to the extent that the Spark Board has determined in good faith (after consultation with its outside legal counsel) that the failure to take, or the taking of, any of the foregoing actions is inconsistent with its fiduciary obligations, Spark may, upon delivery of advance written notice to Affinitas, waive any such confidentiality, standstill or similar provisions solely to the extent necessary to permit a third-party to make, on a confidential basis to the Spark Board, a Spark Acquisition Proposal, conditioned upon such third-party agreeing that Spark shall not be prohibited from providing any information to Affinitas (including regarding any such Spark Acquisition Proposal) in accordance with, and otherwise complying with, this “— No Solicitation by Spark” section. Notwithstanding the limitations set forth in the preceding two paragraphs or anything else in the Merger Agreement, prior to the approval of the proposal to adopt the Merger Agreement and the Merger by the Spark Network stockholders, Spark may take the following actions in response to a bona fide unsolicited written Spark Acquisition Proposal that did not result from any breach of this “— No Solicitation by Spark” section, received after the date of the Merger Agreement that the Spark Board has determined, in good faith, after consultation with its outside counsel and nationally recognized independent financial advisors, constitutes, or would reasonably be expected to result in, a Spark Superior Offer: (1) furnish nonpublic information regarding Spark that has been previously provided to, or is being provided substantially contemporaneously to, Affinitas, to the third party making the Spark Acquisition Proposal and its representatives (and any financing sources); and (2) engage in and facilitate discussions or negotiations with the third party making the Spark Acquisition Proposal and its representatives (and any financing sources) with respect to such Spark Acquisition Proposal; provided, that Spark receives from such third party an executed confidentiality agreement the terms of which are no less protective of the confidential information of Spark than those contained in that certain non-disclosure agreement, dated as of January 10, 2017, by and between Affinitas and Spark; provided, that such confidentiality agreement (x) shall not prohibit compliance by Spark with any of the provisions of this “— No Solicitation by Spark” section and (y) may contain a less restrictive standstill restriction or no standstill restriction, in which case the non-disclosure agreement by and between Affinitas and Spark shall be deemed to be amended to contain only such less restrictive provision, or to omit such provision, as applicable.

Spark shall notify Affinitas promptly (and in no event later than 48 hours) after receipt of any Spark Acquisition Proposal, any proposals or inquiries that would reasonably be expected to lead to a Spark Acquisition Proposal, any written expression by any Person that it is considering or may engage in a Spark Acquisition Proposal or any inquiry or request for nonpublic information relating to Spark by any person who has made or would reasonably be expected to make any Spark Acquisition Proposal. Such notice shall indicate the identity of the person making the Spark Acquisition Proposal, inquiry or request, and the material terms and conditions of any such proposal or offer or the nature of the information requested pursuant to such inquiry or request. Spark shall promptly (and in no event later than 48 hours after receipt) provide copies to Affinitas of any written proposals, indications of interest, and/or draft agreements relating to such Spark Acquisition Proposal. Without limiting the foregoing, Spark shall keep Affinitas reasonably informed of any material developments, discussions or negotiations regarding any such Spark Acquisition Proposal or potential Spark Acquisition Proposal (including by promptly (and in no event later than 48 hours after receipt) providing to Affinitas copies of any additional or revised written proposals, indications of interest, and/or draft agreements) and upon the request of Affinitas shall apprise Affinitas of the status of such Spark Acquisition Proposal. Spark shall substantially contemporaneously provide to Affinitas any material nonpublic information concerning Spark provided to any other person in connection with any Spark Acquisition Proposal that was not previously provided to Affinitas.

Until the Merger Agreement is terminated in accordance with the provisions of the section entitled “— Termination” below and except as expressly permitted by the paragraph below, neither the Spark Board nor any committee of the Spark Board shall (i) (A) fail to include the Spark Board recommendation in this proxy statement, (B) withhold, withdraw, amend, qualify or change, or authorize or publicly propose to withhold, withdraw, amend, qualify or change, in a manner adverse to Affinitas, the Spark Board recommendation, (C) approve, adopt or recommend or propose publicly to approve, adopt or recommend any Spark Acquisition Proposal, (D) take any formal action or make any public recommendation or public statement in connection with a tender offer or exchange offer (other than a recommendation against such

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offer or a customary “stop, look and listen” communication of the type contemplated by Rule 14d-9(f) under the Exchange Act, in each case that includes a reaffirmation of the Spark Board recommendation), it being understood that the Spark Board may refrain from taking a position with respect to such a tender offer or exchange offer until the close of business as of the tenth business day after the commencement of such tender offer or exchange offer pursuant to Rule 14d-9(f) under the Exchange Act without such action being considered a Spark change of recommendation or (E) fail to publicly recommend against a Spark Acquisition Proposal and reaffirm the Spark Board recommendation following the public making of a Spark Acquisition Proposal within ten business days following any request by Affinitas, which request Affinitas shall make no more than two times during the pendency of any Spark Acquisition Proposal (any action described in this sentence being referred to as a “Spark change of recommendation”) or (ii) except for confidentiality and similar agreements permitted by this “— No Solicitation by Spark” section, authorize, cause or permit Spark or any of its subsidiaries to enter into any letter of intent, agreement, commitment or agreement in principle with respect to any Spark Acquisition Proposal.

Notwithstanding the limitations set forth in the preceding paragraph or anything else in the Merger Agreement, at any time prior to the approval of the proposal to adopt the Merger Agreement and the Merger by the Spark Network stockholders, the Spark Board may:

- make a Spark change of recommendation in response to (1) an intervening event (as defined below) or (2) Spark receiving a bona fide, unsolicited Spark Acquisition Proposal that did not result from any breach of this “— No Solicitation by Spark” section that the Spark Board has determined in good faith (after consultation with Spark’s outside legal and financial advisors) constitutes a Spark Superior Offer (as defined below), in each case, if the Spark Board has determined in good faith (after consultation with Spark’s outside legal and financial advisors) that the failure to do so would be inconsistent with the Spark Board’s duties under applicable law, or

- cause Spark to terminate the Merger Agreement in accordance with the eighth bullet under the section entitled “— Termination” below, pay, prior to or simultaneously with and as a condition precedent to such termination, the fee contemplated by the second bullet under the section entitled “— Expenses; Termination Fees” below, and enter into a binding written agreement with respect to a bona fide, unsolicited written Spark Acquisition Proposal not resulting from any breach of this “— No Solicitation by Spark” section that the Spark Board has determined in good faith (after consultation with Spark’s outside legal and financial advisors) constitutes a Spark Superior Offer if the Spark Board has determined in good faith (after consultation with Spark’s outside legal and financial advisors) that the failure to do so would be inconsistent with the Spark Board’s duties under applicable law; provided, that, prior to taking any action under the preceding bullet or this bullet,

(A)
Spark shall have complied with the section of the Merger Agreement corresponding to this “— No Solicitation by Spark” section in all material respects,

(B)
Spark shall provide Affinitas with five business days’ prior written notice advising Affinitas that it intends to take such action and (1) in the case of such an action taken in connection with an intervening event, a reasonable description of such intervening event or (2) in the case of such an action taken in connection with a Spark Superior Offer, attaching a copy of such Spark Superior Offer, a copy of the relevant proposed transaction agreements and a copy of any financing commitments relating thereto and a written summary of the material terms of such Spark Superior Offer not made in writing, including with respect to any financing commitments relating thereto,

(C)
Spark has negotiated, and caused its representatives to negotiate, in good faith with Affinitas during such notice period, to the extent Affinitas wishes to negotiate, to enable Affinitas to propose revisions to the terms of the Merger Agreement such that it would cause such Spark Superior Offer to no longer constitute a Spark Superior Offer, or, in

the case such notice was delivered in connection with an intervening event, such that the failure to make a Spark change of recommendation is not inconsistent with the Spark Board's duties under applicable law,

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(D)

following the end of such notice period, the Spark Board shall have considered in good faith any revisions to the terms of the Merger Agreement offered in writing by Affinitas, and shall have determined, after consultation with its outside financial advisors and outside legal counsel, that the Spark Superior Offer would nevertheless continue to constitute a Spark Superior Offer if the revisions offered by Affinitas were to be given effect, or, in the case such notice was delivered in connection with an intervening event, that the failure to make a Spark change of recommendation nevertheless continues to be inconsistent with the Spark Board's duties under applicable law, and

(E)

in the case only of such an action taken in connection with a Spark Superior Offer, in the event of each and every change to any of the financial terms (including the form, amount and timing of payment of consideration) or any material change to the facts and circumstances relating to such intervening event, Spark shall, in each case, have delivered to Affinitas an additional notice consistent with that described in clause (B) above of this paragraph and a new notice period under clause (B) of this paragraph shall commence (except that the five business day period notice period referred to in clause (B) above of this paragraph shall instead be equal to the longer of (I) three business days and (II) the period remaining under the notice period under clause (B) of this paragraph immediately prior to the delivery of such additional notice under this clause (E)) during which time Spark shall be required to comply with the requirements of this paragraph anew with respect to such additional notice, including clauses (B) through (E) above of this paragraph.

(354,024)	5,075			
Accounts payable				
1,582	172,671	104,188	(50,655)	227,786
Employee compensation and benefits				
15,935	58,397	36,750		111,082
Current pension and post-retirement benefits				
8,557		8,557		
Accrued product claims and warranties				
34,073	15,004			49,077
Income taxes				
2,501	(3,547)	16,045		14,999
Accrued rebates and sales incentives				
27,976	8,454			36,430
Other current liabilities				
19,509	52,585	40,779	(22,852)	90,021
Current liabilities of discontinued operations				
3,553	151			3,704
Total current liabilities				
68,198	345,865	573,785	(427,531)	560,317
Other liabilities				
Long-term debt				
1,021,463	1,972,655	34,140	(1,986,333)	1,041,925
Pension and other retirement compensation				
67,872	22,905	70,265		161,042
Post-retirement medical and other benefits				
21,959	45,570		(30,382)	37,147
Long-term income taxes payable				
21,306				21,306
Deferred tax liabilities				
3,429	168,098	58,472	(63,082)	166,917

Due to / (from) affiliates	(542,056)	199,609	688,652	(346,205)	
Other non-current liabilities	36,686	7,084	53,315	97,085	
Non-current liabilities of discontinued operations	4,004		4,004		
Total liabilities	698,857	2,765,790	1,478,629	(2,853,533)	2,089,743
Minority Interest					

Shareholders equity

	1,910,871	167,915	246,119	(414,034)	1,910,871
Total liabilities and shareholder s equity	\$ 2,609,728	\$ 2,933,705	\$ 1,724,748	\$ (3,267,567)	\$ 4,000,614

Table of Contents**Pentair, Inc. and Subsidiaries****Notes to consolidated financial statements (continued)**

Pentair, Inc. and Subsidiaries
Condensed Consolidated Statements of Cash Flows
For the year ended December 31, 2007

<i>In thousands</i>	Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating activities					
Net income (loss)	\$ 210,927	\$ 104,174	\$ 68,543	\$ (172,717)	\$ 210,927
Adjustments to reconcile net income to net cash provided by operating activities:					
(Income) loss from discontinued operations	330	2,870	(1,571)		1,629
(Gain) loss on disposal of discontinued operations	(438)				(438)
Equity losses of unconsolidated subsidiary		2,865			2,865
Minority interest					
Depreciation	1,197	38,031	18,375		57,603
Amortization	4,168	16,300	5,093		25,561
Earnings from investments in subsidiaries	(172,717)			172,717	
Deferred income taxes	(4,829)	8,344	(20,167)		(16,652)
Stock compensation	22,913				22,913
Excess tax benefits from stock-based compensation	(4,204)				(4,204)
Other	(1,929)				(1,929)
Gain on sale of interest in subsidiaries					
Changes in assets and liabilities, net of effects of business acquisitions and dispositions					
Accounts and notes receivable	3,927	(10,789)	(19,280)	7,074	(19,068)
Inventories		5,344	9,370		14,714
Prepaid expenses and other current assets	(7,650)	12,080	(8,708)	6,453	2,175
Accounts payable	(174)	15,756	10,967	(7,067)	19,482
Employee compensation and benefits	(3,984)	9,656	(1,677)		3,995

Accrued product claims and warranties		5,447	(684)		4,763
Income taxes	5,934	(6,667)	3,582		2,849
Other current liabilities	11,264	(7,670)	(355)	(6,457)	(3,218)
Pension and post-retirement benefits	3,933	(9,074)	5,147		6
Other assets and liabilities	7,454	5,060	503		13,017
Net cash provided by (used for) continuing operations	76,122	191,727	69,138	3	336,990
Net cash provided by (used for) discontinued operations	(330)	3,757	861		4,288
Net cash provided by operating activities	75,792	195,484	69,999	3	341,278
Investing activities					
Capital expenditures	(1,577)	(33,564)	(26,375)		(61,516)
Proceeds from sale of property and equipment		933	4,265		5,198
Acquisitions, net of cash acquired or received	(487,211)		(350)		(487,561)
Divestitures					
Other	2,994	(4,038)	(4,500)		(5,544)
Net cash provided by (used for) investing activities of continuing operations	(485,794)	(36,669)	(26,960)		(549,423)
Financing activities					
Net short-term borrowings (repayments)	(1,830)				(1,830)
Proceeds from long-term debt	1,269,428				1,269,428
Repayment of long-term debt	(954,077)				(954,077)
Debt issuance costs	(1,876)				(1,876)
Net change in advances to subsidiaries	(59,737)	80,007	(20,262)	(8)	
Excess tax benefit from stock-based compensation	4,204				4,204
Proceeds from exercise of stock options	7,388				7,388
Repurchases of common stock	(40,641)				(40,641)
Dividends paid	176,187	(237,289)	1,192		(59,910)
Net cash provided by financing activities of continuing operations	399,046	(157,282)	(19,070)	(8)	222,686
Effect of exchange rate changes on cash	8,610	2,771	(9,947)		1,434

Change in cash and cash equivalents	(2,346)	4,304	14,022	(5)	15,975
Cash and cash equivalents, beginning of period	8,810	6,550	39,460		54,820
Cash and cash equivalents, end of period	\$ 6,464	\$ 10,854	\$ 53,482	\$ (5)	\$ 70,795

Table of Contents**Pentair, Inc. and Subsidiaries****Notes to consolidated financial statements (continued)**

Pentair, Inc. and Subsidiaries
Condensed Consolidated Statements of Income
For the year ended December 31, 2006

<i>In thousands</i>	Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Net sales	\$	\$ 2,472,021	\$ 715,360	\$ (164,779)	\$ 3,022,602
Cost of goods sold	647	1,768,080	522,455	(164,636)	2,126,546
Gross profit	(647)	703,941	192,905	(143)	896,056
Selling, general and administrative	27,410	371,518	127,783	(143)	526,568
Research and development		44,090	12,455		56,545
Legal settlement					
Operating (loss) income	(28,057)	288,333	52,667		312,943
Other (income) expense:					
Earnings from investment in subsidiary	(159,870)			159,870	
Gain on sale of interest in subsidiaries					
Equity losses of unconsolidated subsidiary		3,332			3,332
Loss on early extinguishment of debt					
Net interest (income) expense	(63,992)	117,880	(3,588)		50,300
Other	(1,150)	786			(364)
Income (loss) from continuing operations before income taxes and minority interest	196,955	166,335	56,255	(159,870)	259,675
Minority interest					
Provision for income taxes	12,616	40,895	19,913		73,424
Income (loss) from continuing operations	184,339 (572)	125,440 (3,000)	36,342 1,088	(159,870)	186,251 (2,484)

Income (loss) from discontinued operations, net of tax						
Gain (loss) on disposal of discontinued operations, net of tax		(36)				(36)
Net income (loss)	\$ 183,731	\$ 122,440	\$ 37,430	\$ (159,870)	\$ 183,731	

Table of Contents**Pentair, Inc. and Subsidiaries****Notes to consolidated financial statements (continued)**

Condensed Consolidated Statements of Cash Flows
For the year ended December 31, 2006
Pentair, Inc. and Subsidiaries

<i>In thousands</i>	Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating activities					
Net income (loss)	\$ 183,731	\$ 122,908	\$ 36,962	\$ (159,870)	\$ 183,731
Adjustments to reconcile net income to net cash provided by operating activities:					
(Income) loss from discontinued operations	572	3,000	(1,088)		2,484
(Gain) loss on disposal of discontinued operations	36				36
Equity losses of unconsolidated subsidiary		3,332			3,332
Minority interest					
Depreciation	1,304	41,658	12,720		55,682
Amortization	4,974	12,179	1,024		18,177
Earnings from investments in subsidiaries	(159,870)			159,870	
Deferred income taxes	(10,895)	(4,885)	5,169		(10,611)
Stock compensation	25,377				25,377
Excess tax benefits from stock-based compensation	(3,043)				(3,043)
Other	(1,153)	789			(364)
Gain on sale of interest in subsidiaries					
Changes in assets and liabilities, net of effects of business acquisitions and dispositions					
Accounts and notes receivable	(4,015)	11,932	(2,732)	10,285	15,470
Inventories		(23,662)	(22,107)		(45,769)
Prepaid expenses and other current assets	(8,580)	(11,197)	3,434	11,335	(5,008)
Accounts payable	(146)	(12,599)	4,621	(10,285)	(18,409)
Employee compensation and benefits	(4,760)	(8,567)	639		(12,688)
Accrued product claims and warranties		1,313	(117)		1,196

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Income taxes	(72,902)	(21,121)	104,376		10,353
Other current liabilities	2,406	1,269	(5,631)	(11,335)	(13,291)
Pension and post-retirement benefits	11,653	3,278	4,466		19,397
Other assets and liabilities	(6,079)	(3,041)	12,467		3,347
Net cash provided by (used for) continuing operations	(41,390)	116,586	154,203		229,399
Net cash provided by (used for) discontinued operations	(524)	1,821	761		2,058
Net cash provided by operating activities	(41,914)	118,407	154,964		231,457
Investing activities					
Capital expenditures	(386)	(24,438)	(26,070)		(50,894)
Proceeds from sale of property and equipment		403	251		654
Acquisitions, net of cash acquired or received	(23,535)	(217)	(5,534)		(29,286)
Divestitures	(18,246)		(5,761)		(24,007)
Other	(1,747)	(4,623)			(6,370)
Net cash provided by (used for) investing activities of continuing operations	(43,914)	(28,875)	(37,114)		(109,903)
Financing activities					
Net short-term borrowings (repayments)	13,831				13,831
Proceeds from long-term debt	608,975				608,975
Repayment of long-term debt	(631,755)				(631,755)
Debt issuance costs					
Net change in advances to subsidiaries	75,559	(90,120)	14,561		
Excess tax benefit from stock-based compensation	3,043				3,043
Proceeds from exercise of stock options	4,066				4,066
Repurchases of common stock	(59,359)				(59,359)
Dividends paid	83,133	2,262	(141,978)		(56,583)
Net cash provided by financing activities of continuing operations	97,493	(87,858)	(127,417)		(117,782)
Effect of exchange rate changes on cash	(5,857)	514	7,891		2,548
Change in cash and cash equivalents	5,808	2,188	(1,676)		6,320

Cash and cash equivalents, beginning of period	3,002	4,362	41,136	48,500
Cash and cash equivalents, end of period	\$ 8,810	\$ 6,550	\$ 39,460	\$ 54,820

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ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the year ended December 31, 2008, pursuant to Rule 13a-15(b) of the Securities Exchange Act of 1934 (the Exchange Act). Based upon their evaluation, our Chief Executive Officer and our Chief Financial Officer concluded that our disclosure controls and procedures were effective as of the year ended December 31, 2008 to ensure that information required to be disclosed by us in the reports we file or submit under the Exchange Act is recorded, processed, summarized, and reported, within the time periods specified in the Securities and Exchange Commission s rules and forms, and to ensure that information required to be disclosed by us in the reports we file or submit under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosures.

Management s Annual Report on Internal Control Over Financial Reporting

The report of management required under this ITEM 9A is contained in ITEM 8 of this Annual Report on Form 10-K under the caption Management s Report on Internal Control Over Financial Reporting.

Attestation Report of Independent Registered Public Accounting Firm

The attestation report required under this ITEM 9A is contained in ITEM 8 of this Annual Report on Form 10-K under the caption Report of Independent Registered Public Accounting Firm.

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting that occurred during the quarter ended December 31, 2008 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None

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PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information required under this item with respect to directors is contained in our Proxy Statement for our 2009 annual meeting of shareholders under the captions Corporate Governance Matters , Proposal 1 Election of Certain Directors and Section 16(a) Beneficial Ownership Reporting Compliance and is incorporated herein by reference.

Information required under this item with respect to executive officers is contained in Part I of this Form 10-K under the caption Executive Officers of the Registrant.

Our Board of Directors has adopted Pentair's Code of Business Conduct and Ethics and designated it as the code of ethics for the Company's Chief Executive Officer and senior financial officers. The Code of Business Conduct and Ethics also applies to all employees and directors in accordance with New York Stock Exchange Listing Standards. We have posted a copy of Pentair's Code of Business Conduct and Ethics on our website at www.pentair.com/code.html. Pentair's Code of Business Conduct and Ethics is also available in print free of charge, to any shareholder who requests it in writing from our Corporate Secretary. We intend to satisfy the disclosure requirements under Item 5.05 of Form 8-K regarding amendments to, or waivers from, Pentair's Code of Business Conduct and Ethics by posting such information on our website at www.pentair.com/code.html.

We are not including the information contained on our website as part of, or incorporating it by reference into, this report.

ITEM 11. EXECUTIVE COMPENSATION

Information required under this item is contained in our Proxy Statement for our 2009 annual meeting of shareholders under the captions Corporate Governance Matters Compensation Committee, Compensation Discussion and Analysis, Compensation Committee Report, Executive Compensation and Director Compensation and is incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Information required under this item with respect to security ownership is contained in our Proxy Statement for our 2009 annual meeting of shareholders under the captions Security Ownership and is incorporated herein by reference.

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The following table summarizes, as of December 31, 2008, information about compensation plans under which our equity securities are authorized for issuance:

Plan category	Equity Compensation Plan Information		
	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights (a)	Weighted-average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (c)
Equity compensation plans approved by security holders:			
2008 Omnibus Stock Incentive Plan	42,400		7,001,600 ⁽¹⁾
2004 Omnibus Stock Incentive Plan	7,025,123	\$ 31.67	⁽²⁾
Outside Directors Non-qualified Stock Option Plan	613,524		⁽²⁾
Equity compensation plans not approved by security holders	48,000	\$ 11.38	⁽³⁾
Total	7,729,047	\$ 31.54	7,001,600

(1) Represents securities remaining available for issuance under the 2008 Plan.

(2) The 2004 Plan and the Directors Plan were terminated in 2008. Options previously granted remain outstanding under these plans, but no further options or shares may be granted or issued under either plan.

(3) Represents ten-year options to purchase common stock granted January 2, 2001 to Randall J. Hogan, our Chairman and Chief Executive Officer at an exercise price of \$11.375 per share, which was the closing price of our common stock on the date of grant.

All share numbers and per share amounts described in this section have been adjusted to reflect our 2-for-1 stock split in 2004.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Information required under this item is contained in our Proxy Statement for our 2009 annual meeting of shareholders under the captions Corporate Governance Matters Independent Directors, and Corporate Governance Matters Policies and Procedures Regarding Related Person Transactions and is incorporated herein by reference.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Information required under this item is contained in our Proxy Statement for our 2009 annual meeting of shareholders under the caption Audit Committee Disclosure and is incorporated herein by reference.

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PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) List of documents filed as part of this report:

(1) Financial Statements

Consolidated Statements of Income for the Years Ended December 31, 2008, 2007 and 2006

Consolidated Balance Sheets as of December 31, 2008 and December 31, 2007

Consolidated Statements of Cash Flows for the Years Ended December 31, 2008, 2007 and 2006

Consolidated Statements of Changes in Shareholders' Equity for the Years Ended December 31, 2008, 2007 and 2006

Notes to Consolidated Financial Statements

(2) Financial Statement Schedules

Schedule II Valuation and Qualifying Accounts

All other schedules for which provision is made in the applicable accounting regulations of the Securities and Exchange Commission have been omitted because they are not applicable or the required information is shown in the financial statements or notes thereto.

(3) Exhibits

The exhibits of this Annual Report on Form 10-K included herein are set forth on the attached Exhibit Index.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on February 24, 2009.

PENTAIR, INC.

By */s/ John L. Stauch*
John L. Stauch
Executive Vice President and Chief
Financial Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated, on February 24, 2009.

Signature	Title
<i>/s/ Randall J. Hogan</i>	Chairman and Chief Executive Officer
Randall J. Hogan	
<i>/s/ John L. Stauch</i>	Executive Vice President and Chief Financial Officer
John L. Stauch	
<i>/s/ Mark C. Borin</i>	Corporate Controller and Chief Accounting Officer
Mark C. Borin	
*	Director
Leslie Abi-Karam	
*	Director
Glynis A. Bryan	
*	Director
Jerry W. Burris	
*	Director
T. Michael Glenn	

* Director

Charles A. Haggerty

* Director

David H. Y. Ho

* Director

David A. Jones

* Director

Ronald L. Merriman

* Director

William T. Monahan

*By /s/ Louis L. Ainsworth

Louis L. Ainsworth
Attorney-in-fact

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<i>In thousands</i>	Balance Beginning in Period	Additions Charged to Costs and Expenses	Deductions	Other Changes Add (Deduct)	Balance End of Period
Allowances for doubtful accounts					
Year ended December 31, 2008	\$ 8,073	\$ 3,044	\$ 1,629 ⁽¹⁾	\$ (563) ⁽²⁾	\$ 8,925
Year ended December 31, 2007	\$ 13,941	\$ (5,049)	\$ 2,906 ⁽¹⁾	\$ 2,087 ⁽²⁾	\$ 8,073
Year ended December 31, 2006	\$ 13,494	\$ 1,774	\$ 2,325 ⁽¹⁾	\$ 998 ⁽²⁾	\$ 13,941

⁽¹⁾ Uncollectible accounts written off, net of expense

⁽²⁾ Result of acquisitions and foreign currency effects

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Exhibit Number	Exhibit
3.1	Third Restated Articles of Incorporation as amended through May 3, 2007 (Incorporated by reference to Exhibit 3.1 contained in Pentair's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2007).
3.2	Fourth Amended and Superseding By-Laws as amended through May 3, 2007 (Incorporated by reference to Exhibit 3.2 contained in Pentair's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2007).
3.3	Statement of Resolution of the Board of Directors Establishing the Series and Fixing the Relative Rights and Preferences of Series A Junior Participating Preferred Stock (Incorporated by reference to Exhibit 3.1 contained in Pentair's Current Report on Form 8-K dated December 10, 2004).
4.1	Rights Agreement dated as of December 10, 2004 between Pentair, Inc. and Wells Fargo Bank, N.A. (Incorporated by reference to Exhibit 4.1 contained in Pentair's Registration Statement on Form 8-A, dated as of December 31, 2004).
4.2	Form of Indenture, dated June 1, 1999, between Pentair, Inc. and U.S. Bank National Association, as Trustee Agent (Incorporated by reference to Exhibit 4.2 contained in Pentair's Annual Report on Form 10-K for the year ended December 31, 2000).
4.3	Note Purchase Agreement dated as of July 25, 2003 for \$50,000,000 4.93% Senior Notes, Series A, due July 25, 2013, \$100,000,000 Floating Rate Senior Notes, Series B, due July 25, 2013, and \$50,000,000 5.03% Senior Notes, Series C, due October 15, 2013 (Incorporated by reference to Exhibit 10.22 contained in Pentair's Current Report on Form 8-K dated July 25, 2003).
4.4	Supplemental Indenture between Pentair, Inc. and U.S. Bank National Association, as Trustee, dated as of August 2, 2004 (Incorporated by reference to Exhibit 4.1 contained in Pentair's Quarterly Report on Form 10-Q for the quarterly period ended October 2, 2004).
4.5	Third Amended and Restated Credit Agreement dated June 4, 2007 by and among Pentair, Inc. and a consortium of financial institutions including Bank of America, N.A., as Administrative Agent and Issuing Bank, JPMorgan Chase Bank, N.A., as Syndication Agent and The Bank of Tokyo-Mitsubishi UFJ, Ltd., U.S. Bank N.A. and Wells Fargo Bank, N.A., as Co-Documentation Agents (incorporated by reference to Exhibit 4.1 contained in Pentair's Current Report on Form 8-K dated June 4, 2007).
4.6	First Amendment to Note Purchase agreement dated July 19, 2005 by and among Pentair, Inc. and the undersigned holders (Incorporated by reference to Exhibit 4 contained in Pentair's Quarterly Report on Form 10-Q for the quarterly period ended July 2, 2005).
4.7	Form of Note Purchase Agreement, dated May 17, 2007, by and among Pentair, Inc. and various institutional investors, for the sale of \$300 million aggregate principal amount of Pentair's 5.87% Senior Notes, Series D, due May 17, 2017, and \$105 million aggregate principal amount of Pentair's Floating Rate Senior Notes, Series E, due May 17, 2012 (incorporated by reference to Exhibit 4.1 contained in Pentair's Current Report on Form 8-K dated May 17, 2007).
10.1	Pentair's 1999 Supplemental Executive Retirement Plan as Amended and Restated effective August 23, 2000 (Incorporated by reference to Exhibit 10.2 contained in Pentair's Current Report on Form 8-K filed September 21, 2000).*
10.2	Pentair's 1999 Supplemental Executive Retirement Plan as Amended and Restated effective January 1, 2009.*
10.3	Pentair's Restoration Plan as Amended and Restated effective August 23, 2000 (Incorporated by reference to Exhibit 10.3 contained in Pentair's Current Report on Form 8-K filed September 21, 2000).*
10.4	Pentair's Restoration Plan as Amended and Restated effective January 1, 2009.*

- 10.5 Pentair, Inc. Non-Qualified Deferred Compensation Plan effective January 1, 1996 (Incorporated by reference to Exhibit 10.17 contained in Pentair's Annual Report on Form 10-K for the year ended December 31, 1995).*
- 10.6 Trust Agreement for Pentair, Inc. Non-Qualified Deferred Compensation Plan between Pentair, Inc. and Fidelity Management Trust Company (Incorporated by reference to Exhibit 10.18 contained in Pentair's Annual Report on Form 10-K for the year ended December 31, 1995).*
- 10.7 Amendment effective August 23, 2000 to Pentair's Non-Qualified Deferred Compensation Plan effective January 1, 1996 (Incorporated by reference to Exhibit 10.8 contained in Pentair's Current Report on Form 8-K filed September 21, 2000).*

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Exhibit Number	Exhibit
10.8	Pentair, Inc. Non-Qualified Deferred Compensation Plan as Amended and Restated effective January 1, 2009.*
10.9	Pentair, Inc. Executive Officer Performance Plan as Amended and Restated, effective January 1, 2003 (Incorporated by reference to Appendix 1 contained in Pentair's Proxy Statement for its 2003 annual meeting of shareholders).*
10.10	Form of Key Executive Employment and Severance Agreement for Randall J. Hogan.*
10.11	Form of Key Executive Employment and Severance Agreement for Louis Ainsworth, Michael V. Schrock, Frederick S. Koury and Michael G. Meyer.*
10.12	Form of Key Executive Employment and Severance Agreement for John L. Stauch and Mark C. Borin.*
10.13	Pentair, Inc. International Stock Purchase and Bonus Plan, as Amended and Restated, effective May 1, 2004 (Incorporated by reference to Appendix I contained in Pentair's Proxy Statement for its 2004 annual meeting of shareholders). *
10.14	Pentair, Inc. Compensation Plan for Non-Employee Directors, as Amended and Restated, effective January 1, 2008 (Incorporated by reference to Exhibit 10.13 contained in Pentair's Annual Report on Form 10-K for the year ended December 31, 2007).*
10.15	Pentair, Inc. Omnibus Stock Incentive Plan, as Amended and Restated, effective December 12, 2007 (Incorporated by reference to Exhibit 10.14 contained in Pentair's Annual Report on Form 10-K for the year ended December 31, 2007).*
10.16	Pentair, Inc. Employee Stock Purchase and Bonus Plan, as Amended and Restated, effective May 1, 2004 (Incorporated by reference to Appendix H contained in Pentair's Proxy Statement for its 2004 annual meeting of shareholders). *
10.17	Summary of Board of Director Compensation, approved July 27, 2007 (Incorporated by reference to Exhibit 10.16 contained in Pentair's Annual Report on Form 10-K for the year ended December 31, 2007).*
10.18	Letter Agreement, dated January 6, 2005, between Pentair, Inc. and Michael Schrock (Incorporated by reference to Exhibit 10.1 contained in Pentair's Current Report on Form 8-K dated January 6, 2005).*
10.19	Confidentiality and Non-Competition Agreement, dated January 6, 2005, between Pentair, Inc. and Michael Schrock (Incorporated by reference to Exhibit 10.2 contained in Pentair's Current Report on Form 8-K dated January 6, 2005).*
10.20	Pentair, Inc. 2008 Omnibus Stock Incentive Plan, as Amended Through July 29, 2008 (Incorporated by reference to Exhibit 10.1 contained in Pentair's Quarterly Report on Form 10-Q for the quarter ended September 27, 2008).*
10.21	Form of award letter under the Pentair, Inc. 2008 Omnibus Stock Incentive Plan, as amended (Incorporated by reference to Exhibit 10.1 contained in Pentair's Current Report on Form 8-K filed January 8, 2009).*
10.22	Amended and Restated Pentair, Inc. Outside Directors Nonqualified Stock Option Plan as amended through February 27, 2002 (Incorporated by reference to Exhibit 10.7 contained in Pentair's Annual Report on Form 10-K for the year ended December 31, 2001).*
21	List of Pentair subsidiaries.
23	Consent of Independent Registered Public Accounting Firm Deloitte & Touche LLP.
24	Power of Attorney.
31.1	Certification of Chief Executive Officer required by Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended.
31.2	Certification of Chief Financial Officer required by Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended.

- 32.1 Certification of Chief Executive Officer, Pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 32.2 Certification of Chief Financial Officer, Pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

* A management contract or compensatory contract.