

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report

Pursuant To Section 13 or 15 (d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) — **November 14, 2022**

ENVESTNET, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction)

001-34835

(Commission File Number)

20-1409613

(I.R.S. Employer of Incorporation
Identification No.)

**1000 Chesterbrook Boulevard, Suite 250
Berwyn, Pennsylvania**

(Address of principal executive offices)

19312

(Zip Code)

(312) 827-2800

(Registrant's telephone number, including area code)

Not applicable

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

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

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

Title of each class	Trading symbol(s)	Name of exchange on which registered
Common Stock, par value \$0.005 per share	ENV	New York Stock Exchange

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

On November 14, 2022, Envestnet, Inc. (“Envestnet”) and certain of its subsidiaries entered into a First Amendment to Third Amended and Restated Credit Agreement (the “Amendment”) with a group of banks, for which Bank of Montreal is acting as administrative agent (the “Administrative Agent”). The Amendment amends the Third Amended and Restated Credit Agreement, dated as of February 4, 2022 (the “Credit Agreement”), by and among Envestnet, the guarantors party thereto, the banks party thereto and the Administrative Agent.

The Amendment amended certain provisions under the Credit Agreement to (i) permit Envestnet to enter into derivative transactions relating to Envestnet’s common stock in connection with the issuance of any convertible indebtedness permitted to be incurred under the Credit Agreement and (ii) eliminate the testing of the liquidity covenant on March 31, 2023.

The foregoing description of the Amendment does not purport to be complete and is qualified, in its entirety, by reference to the Amendment, a copy of which is attached as Exhibit 10.1 and incorporated herein by reference.

Item 8.01 Other Events.

On November 15, 2022, Envestnet issued a press release announcing the pricing of its previously announced offering of \$500 million aggregate principal amount of 2.625% convertible notes due 2027 (the “Notes”) pursuant to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”). Envestnet also granted the initial purchasers of the Notes an option to purchase up to an additional \$75 million aggregate principal amount of Notes solely to cover overallocments.

As required by Rule 135c under the Securities Act, a copy of the press release is filed herewith as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	First Amendment, dated as of November 14, 2022, to Third Amended And Restated Credit Agreement, dated as of February 4, 2022, in each case, by and among Envestnet, the Guarantors party thereto, the Lenders party thereto and Bank of Montreal as Administrative Agent.
99.1	Press Release, dated November 15, 2022, Announcing the Pricing of the Offering of the Notes.
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document

SIGNATURES

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

ENVESTNET, INC.

By: /s/ Shelly O'Brien
Name: Shelly O'Brien
Title: Chief Legal Officer, General Counsel
and Corporate Secretary

Date: November 15, 2022

FIRST AMENDMENT TO
THIRD AMENDED AND RESTATED CREDIT AGREEMENT

This First Amendment to Third Amended and Restated Credit Agreement (herein, the "*Amendment*") is entered into as of November 15, 2022, by and among Envestnet, Inc., a Delaware corporation (the "*Borrower*"), certain Subsidiaries of the Borrower, as Guarantors, the Lenders party hereto, and Bank of Montreal, a Canadian chartered bank acting through its Chicago branch, as Administrative Agent (the "*Administrative Agent*").

PRELIMINARY STATEMENTS

A. The Borrower, the Guarantors, the Lenders and the Administrative Agent entered into a Third Amended and Restated Credit Agreement dated as of February 4, 2022 (the "*Credit Agreement*"). All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Credit Agreement, as amended by this Amendment.

B. The Borrower has requested that the Required Lenders make certain amendments to the Credit Agreement, and the Required Lenders are willing to do so under the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. AMENDMENTS.

Subject to the satisfaction of the conditions precedent set forth in Section 2 below, the Credit Agreement shall be and hereby is amended as follows:

1.1. The defined term "*Hedging Agreement*" appearing in Section 1.1 of the Credit Agreement shall be amended and restated to read in its entirety as follows:

"*Hedging Agreement*" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; *provided* that the following shall not be deemed to be a Hedging Agreement: (a) any phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of any Loan Party or its Subsidiaries or (b) any Permitted Bond Hedge Transaction.

1.2. Section 1.1. of the Credit Agreement shall be and hereby is amended by inserting a new defined term in its appropriate alphabetical order to read in its entirety as follows:

"*Permitted Bond Hedge Transaction*" means any call or capped call option (or substantively equivalent derivative transaction) relating to the Borrower's common stock (or other securities or property following a merger event, reclassification or other change of the common stock of the Borrower) purchased by the Borrower in connection with the issuance of any convertible Indebtedness permitted to be incurred under this Agreement and settled in common stock of the Borrower (or such other securities or property), cash or a combination thereof (such amount of cash determined by reference to the price of the Borrower's common stock or such other securities or property), and cash in lieu of fractional shares of common stock of the Borrower.

1.3. Section 8.9(m) of the Credit Agreement shall be amended and restated to read in its entirety as follows:

(m) investments existing as of November 15, 2022 and listed on Schedule 8.9

1.4. Section 8.9 of the Credit Agreement shall be further amended by deleting the period at the end of clause (q) and inserting in its place “; and”; and immediately thereafter inserting a new clause (r) to read in its entirety as follows:

(r) the purchase of any Permitted Bond Hedge Transaction by the Borrower and the performance of its obligations thereunder;

1.5. Section 8.10(l) of the Credit Agreement shall be amended and restated to read in its entirety as follows:

(l) the unwinding of any Hedging Agreement or any Permitted Bond Hedge Transaction;

1.6. Section 8.12(iii) of the Credit Agreement shall be amended and restated to read in its entirety as follows:

(iii) the making of Restricted Payments by any Loan Party or any Restricted Subsidiary in an aggregate amount not to exceed, in any Test Period, (A) \$150,000,000 so long as no Event of Default exists or would result from making such Restricted Payment and such Restricted Payment is made on or prior to December 31, 2022, and (B) 50% of the amount by which the Adjusted EBITDA of the Borrower and its Restricted Subsidiaries for the Test Period ended immediately prior to such Test Period exceeds \$50,000,000, so long as no Event of Default exists or would result from making such Restricted Payment and such Restricted Payment is made after December 31, 2022; and

1.7. Section 8.12 of the Credit Agreement shall be further amended by deleting the period at the end of clause (iv) and inserting in its place “; and”; and immediately thereafter inserting a new clause (v) to read in its entirety as follows:

(v) the making by the Borrower of the premium in respect, and performing by the Borrower, of its obligations under any Permitted Bond Hedge Transaction.

1.8. Section 8.24(c) of the Credit Agreement shall be amended and restated to read in its entirety as follows:

(c) *Minimum Liquidity*. The Borrower shall maintain Liquidity of not less than \$100,000,000 as of December 31, 2024 and March 31, 2025.

1.9. Schedule 8.9 to the Credit Agreement shall be amended and restated in the form of Schedule 8.9 attached hereto.

SECTION 2. CONDITIONS PRECEDENT.

The effectiveness of this Amendment is subject to receipt by the Administrative Agent of this Amendment duly executed by the Borrower, the Guarantors (the Borrower and the Guarantors being referred to herein as the “*Loan Parties*”), and the Required Lenders.

SECTION 3. REPRESENTATIONS.

In order to induce the Administrative Agent and the Required Lenders to execute and deliver this Amendment, each Loan Party hereby represents to the Administrative Agent and to the Lenders that as of the date hereof after giving effect to this Amendment: (a) each of the representations and warranties set forth in the Credit Agreement and in the other Loan Documents shall be and remain true and correct in all material respects (where not already qualified by materiality, otherwise in all respects), except to the extent the same expressly relate to an earlier date, in which case they shall be true and correct in all material respects (where not already qualified by materiality, otherwise in all respects) as of such earlier date, and (b) no Default or Event of Default has occurred and is continuing under the Credit Agreement.

SECTION 4. MISCELLANEOUS.

4.1. The Loan Parties heretofore executed and delivered to the Administrative Agent the Collateral Documents. The Loan Parties hereby acknowledge and agree that the Liens created and provided for by the Collateral Documents continue to secure, among other things, the Secured Obligations arising under the Credit Agreement as amended hereby; and the Collateral Documents and the rights and remedies of the Administrative Agent thereunder, the obligations of the Loan Parties thereunder, and the Liens created and provided for thereunder remain in full force and effect and shall not be affected, impaired or discharged hereby. Nothing herein contained shall in any manner affect or impair the priority of the liens and security interests created and provided for by the Collateral Documents as to the indebtedness which would be secured thereby prior to giving effect to this Amendment.

4.2. Each Guarantor hereby confirms to the Administrative Agent and the Lenders that, after giving effect to this Amendment, the Guaranty set forth in Section 11 of the Credit Agreement and each other Loan Document to which it is a party continues in full force and effect and is the legal, valid and binding obligation of such Guarantor, enforceable against such Guarantor in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

4.3. Except as specifically amended herein, the Credit Agreement shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in the Credit Agreement, the Notes, or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Credit Agreement, any reference in any of such items to the Credit Agreement being sufficient to refer to the Credit Agreement as amended hereby.

4.4. The Borrower agrees to pay on demand all reasonable and documented costs and expenses of or incurred by the Administrative Agent in connection with the negotiation, preparation, execution and delivery of this Amendment, including the reasonable and documented fees and expenses of counsel for the Administrative Agent.

4.5. This Amendment may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Amendment by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart hereof.

4.6. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

[SIGNATURE PAGE TO FOLLOW]

This First Amendment to Third Amended and Restated Credit Agreement is entered into as of the date and year first above written.

“BORROWER”

ENVESTNET, INC.

By /s/ Peter D'Arrigo
Name: Peter D'Arrigo
Title: Chief Financial Officer

“GUARANTORS”

ENVESTNET PORTFOLIO SOLUTIONS, INC.

By /s/ Peter D'Arrigo
Name: Peter D'Arrigo
Title: Vice President

TAMARAC INC.

By /s/ Peter D'Arrigo
Name: Peter D'Arrigo
Title: Vice President

PRIMA CAPITAL HOLDING, INC.

By /s/ Peter D'Arrigo
Name: Peter D'Arrigo
Title: Vice President

PMC INTERNATIONAL, INC.

By /s/ Peter D'Arrigo
Name: Peter D'Arrigo
Title: Vice President

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ENVESTNET ASSET MANAGEMENT, INC.

By /s/ Peter D'Arrigo
Name: Peter D'Arrigo
Title: Vice President

NETASSETMANAGEMENT, INC.

By /s/ Peter D'Arrigo
Name: Peter D'Arrigo
Title: Vice President

PORTFOLIO MANAGEMENT CONSULTANTS, INC.

By /s/ Peter D'Arrigo
Name: Peter D'Arrigo
Title: Vice President

OLTIS SOFTWARE LLC

By /s/ Peter D'Arrigo
Name: Peter D'Arrigo
Title: Vice President

ENVESTNET FINANCIAL TECHNOLOGIES, INC.

By /s/ Peter D'Arrigo
Name: Peter D'Arrigo
Title: Vice President, Chief Financial Officer

YODLEE, INC.

By /s/ Peter D'Arrigo
Name: Peter D'Arrigo
Title: Vice President

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FOLIO DYNAMICS HOLDINGS, INC.

By /s/ Peter D'Arrigo
Name: Peter D'Arrigo
Title: Chief Financial Officer

FOLIO DYNAMICS INC.

By /s/ Peter D'Arrigo
Name: Peter D'Arrigo
Title: Chief Financial Officer

M3FN, LLC

By /s/ Peter D'Arrigo
Name: Peter D'Arrigo
Title: Chief Financial Officer

FDX ADVISORS INC.

By /s/ Peter D'Arrigo
Name: Peter D'Arrigo
Title: Chief Financial Officer

MONEYGUIDE, INC.

By /s/ Peter D'Arrigo
Name: Peter D'Arrigo
Title: Chief Financial Officer

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ENVESTNET RETIREMENT SOLUTIONS, LLC

By /s/ Peter D'Arrigo
Name: Peter D'Arrigo
Title: Chief Financial Officer

QRG CAPITAL MANAGEMENT, INC.

By /s/ Peter D'Arrigo
Name: Peter D'Arrigo
Title: Chief Financial Officer

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Accepted and agreed to.

"ADMINISTRATIVE AGENT"

BANK OF MONTREAL

By /s/ Nicholas Buckingham
Name: Nicholas Buckingham
Title: Director

"LENDERS"

BMO HARRIS BANK N.A.

By /s/ Nicholas Buckingham
Name: Nicholas Buckingham
Title: Director

CITIZENS BANK, N.A.

By /s/ Izabela Algave
Name: Izabela Algave
Title: Vice President

MUFG BANK, LTD.

By /s/ Charles DeNoto
Name: Charles DeNoto
Title: Vice President

KEYBANK NATIONAL ASSOCIATION

By /s/ Scott Klingbeil
Name: Scott Klingbeil
Title: Vice President

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JPMORGAN CHASE BANK, N.A.

By /s/ Andrew W. Kristiansen
Name: Andrew W. Kristiansen
Title: Vice President

SILICON VALLEY BANK

By /s/ John Lepides
Name: John Lepides
Title: Director

BANK OF AMERICA, N.A.

By /s/ Daniel Phelan
Name: Daniel Phelan
Title: Vice President

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By /s/ Daniel Johnston
Name: Daniel Johnston
Title: Vice President

MORGAN STANLEY BANK, N.A.

By /s/ Fru Ngwa
Name: Fru Ngwa
Title: Authorized Signatory

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Investnet, Inc. Announces Pricing of Upsized \$500 Million Convertible Notes Offering

BERWYN, Pa.—November 15, 2022—Investnet, Inc. (NYSE: ENV) (the “Company”), a leading provider of intelligent systems for wealth management and financial wellness, announced today that it has priced an offering of \$500 million aggregate principal amount of 2.625% convertible notes due 2027 (the “Notes”), which will be sold in a private offering to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), subject to market conditions and other factors. The aggregate principal amount of the offering was increased from the previously announced offering size of \$350 million. The Company also granted to the initial purchasers of the Notes an option to purchase, for settlement within a 13-day period solely to cover over-allotments, up to an additional \$75 million aggregate principal amount of Notes. The sale is expected to close on November 17, 2022, subject to customary closing conditions.

When issued, the Notes will be general unsecured obligations, subordinated in right of payment to the Company’s obligations under its revolving credit facility.

The Notes will mature on December 1, 2027, unless earlier purchased, redeemed or converted. Interest will accrue on the Notes at a rate of 2.625% per year and will be payable semi-annually in arrears on June 1 and December 1 of each year, beginning on June 1, 2023.

The Notes will be convertible at the option of the holders, prior to the close of business on the business day immediately preceding June 1, 2027 only under certain circumstances and during certain periods, and thereafter, at any time until the close of business on the second scheduled trading day immediately preceding the maturity date. The initial conversion rate for the Notes will be 13.6304 shares of the Company’s common stock for each \$1,000 principal amount of Notes (equivalent to an initial conversion price of approximately \$73.37 per share of the Company’s common stock, which represents a premium of approximately 32.5% over the last reported sale price of \$55.37 per share of the Company’s common stock on the New York Stock Exchange November 14, 2022). Upon conversion, the Notes may be settled, at the Company’s election, in cash, shares of the Company’s common stock, or a combination of cash and shares of the Company’s common stock.

The Company may redeem all or any portion of the Notes for cash, at its option, on or after December 5, 2025, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest thereon to, but excluding, the redemption date, if the last reported sale price of the Company’s common stock has been at least 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, any of the five trading days immediately preceding the date on which the Company provides notice of redemption.

In connection with the pricing of the Notes, the Company entered into privately negotiated capped call transactions with certain of the initial purchasers or affiliates thereof (the “option counterparties”). The capped call transactions cover, subject to customary anti-dilution adjustments, the number of shares of the Company’s common stock underlying the Notes.



The cap price of the capped call transactions initially will be \$110.7400 per share, which represents a premium of 100% over the last reported sale price of \$55.37 per share of the Company's common stock on the New York Stock Exchange on November 14, 2022, and is subject to certain adjustments under the terms of the capped call transactions. If the initial purchasers exercise their option to purchase additional Notes, the Company expects to enter into additional capped call transactions with the option counterparties.

The capped call transactions generally are expected to reduce potential dilution to the Company's common stock upon any conversion of the Notes and/or offset any potential cash payments the Company is required to make in excess of the principal amount of converted Notes, as the case may be, with such reduction and/or offset subject to a cap. If, however, the market price per share of the Company's common stock, as measured under the terms of the capped call transactions, exceeds the cap price of the capped call transactions, there would nevertheless be dilution and/or there would not be an offset of such potential cash payments, in each case, to the extent that such market price exceeds the cap price of the capped call transactions.

The Company has been advised that, in connection with establishing their initial hedges of the capped call transactions, the option counterparties or their respective affiliates expect to enter into various derivative transactions with respect to the Company's common stock and/or purchase shares of the Company's common stock concurrently with or shortly after the pricing of the Notes. This activity could increase (or reduce the size of any decrease in) the market price of the Company's common stock or the Notes at that time.

In addition, the option counterparties or their respective affiliates may modify their hedge positions by entering into or unwinding various derivatives with respect to the Company's common stock and/or purchasing or selling the Company's common stock or other securities of the Company in secondary market transactions following the pricing of the Notes and prior to the maturity of the Notes (and are likely to do so on each exercise date for the capped call transactions or following any termination of any portion of the capped call transactions in connection with any repurchase, redemption or early conversion of the Notes). This activity could also cause a decrease or avoid an increase in the market price of the Company's common stock or the Notes, which could affect the ability of noteholders to convert the Notes, and, to the extent the activity occurs following conversion or during any observation period related to a conversion of Notes, it could affect the amount and value of the consideration that noteholders will receive upon conversion of such Notes.

The Company estimates that the net proceeds from the sale of the Notes, after deducting initial purchasers' discounts and offering expenses, will be approximately \$485.5 million (or approximately \$558.4 million assuming the initial purchasers exercise their option to purchase additional Notes in full). The Company intends to use approximately \$494.2 million of the net proceeds from the offering plus available cash to repurchase for cash a portion of the Company's outstanding convertible notes as described below. The Company expects to use approximately \$69.1 million of the net proceeds from this offering to pay the cost of entering into the capped call transactions. If the initial purchasers exercise their option to purchase additional notes, then the Company may use a portion of the net proceeds from the sale of such additional notes to enter into additional capped call transactions with the option counterparties, and the remaining net proceeds as described above. The Company intends to use the remaining net proceeds for general corporate purposes, which may include selective strategic investments through acquisitions, alliances or other transactions.



Contemporaneously with the pricing of the Notes in the offering, the Company entered into separate and individually negotiated transactions (the “Concurrent Note Repurchases”) with certain holders of the Company’s 1.75% convertible notes due 2023 (the “2023 Convertible Notes”) and the 0.75% convertible notes due 2025 (the “2025 Convertible Notes”) to repurchase \$300.0 million in aggregate principal amount of the 2023 Convertible Notes for an aggregate of approximately \$312.4 million plus accrued interest in cash and \$200.0 million in aggregate principal amount of the 2025 Notes for an aggregate of approximately \$181.8 million in cash plus accrued interest.

We expect that certain holders of the 2023 Convertible Notes and the 2025 Convertible Notes that we agree to repurchase that have hedged their equity price risk with respect to such 2023 Convertible Notes and 2025 Convertible Notes, respectively (the “Hedged Holders”), will, concurrently with or shortly after the pricing of the Notes, unwind all or part of their hedge positions by buying shares of the Company’s common stock and/or entering into or unwinding various derivative transactions with respect to the Company’s common stock. Any repurchase of the 2023 Convertible Notes and the 2025 Convertible Notes, and the potential related market activities by holders of such convertible notes participating in the Concurrent Note Repurchases could increase (or reduce the size of any decrease in) the market price of the Company’s common stock, may have increased the initial conversion price of the Notes and may affect the trading price of the Notes at that time. The Company cannot predict the magnitude of such market activity or the overall effect it will have on the price of the notes or our common stock.

The Notes were offered to qualified institutional buyers pursuant to Rule 144A under the Securities Act. Neither the Notes nor the shares of the Company’s common stock into which the Notes are convertible have been, or will be, registered under the Securities Act or the securities laws of any other jurisdiction, and unless so registered, may not be offered or sold in the United States except pursuant to an applicable exemption from such registration requirements.

This announcement is neither an offer to sell nor a solicitation of an offer to buy the Notes (or the shares of the Company’s common stock into which the Notes are convertible), nor will there be any offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale is unlawful.



Cautionary Statement

Various statements in this release relating to Envestnet's future expectations, plans and prospects, including, without limitation, statements regarding: whether the Company will issue the Notes or consummate the offering; the expected use of proceeds from the offering, which could change as a result of market conditions or for other reasons; expectations regarding the effect of the capped call transactions; expectations regarding actions of the option counterparties and their respective affiliates; and whether the capped call transactions will be effective are forward-looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. These statements involve risks and uncertainties and the Company's actual results could differ materially from the results expressed or implied by such forward-looking statements. More information regarding these and other risks, uncertainties and factors that could cause such differences is contained in the Company's periodic filings with the Securities and Exchange Commission ("SEC").

You are cautioned not to unduly rely on these forward-looking statements, which speak only as of the date of this release. All information in this release is as of November 14, 2022 and, unless required by law, we undertake no obligation to publicly revise any forward-looking statement to reflect circumstances or events after the date of this release or to report the occurrence of unanticipated events.

About Envestnet

Envestnet, Inc. (NYSE: ENV) is transforming the way financial advice and wellness are delivered. Our mission is to empower advisors and financial service providers with innovative technology, solutions and intelligence to make financial wellness a reality for everyone. Nearly 106,000 advisors and approximately 6,900 companies including: 16 of the 20 largest U.S. banks, 47 of the 50 largest wealth management and brokerage firms, over 500 of the largest RIAs and hundreds of FinTech companies, leverage Envestnet technology and services that help drive better outcomes for enterprises, advisors and their clients.

Contacts

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