

SECURITIES AND EXCHANGE COMMISSION

FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

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Rocket Companies, Inc.

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As filed with the Securities and Exchange Commission on June 29, 2023

Registration No. 333-

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

Rocket Companies, Inc.

(Exact name of Registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

84-4946470

(IRS Employer
Identification No.)

1050 Woodward Avenue

Detroit, MI

(Address of Principal Executive Offices)

48226

(Zip Code)

Rocket Companies, Inc. 2020 Omnibus Incentive Plan

Amended and Restated Rocket Companies, Inc. 2020 Team Member Stock Purchase Plan

(Full title of the plan)

Tina V. John

General Counsel and Secretary

1050 Woodward Avenue

Detroit, MI 48226

(Name and address of agent for service)

(313) 373-7990

(Telephone number, including area code, of agent for service)

COPIES TO:

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1285 Avenue of the Americas

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EXPLANATORY NOTE

Pursuant to General Instruction E of Form S-8, Rocket Companies, Inc. (the “Company”) has prepared this Registration Statement in accordance with the requirements of Form S-8 under the Securities Act of 1933, as amended (the “Securities Act”), as required by the Securities and Exchange Commission (the “Commission”) to (i) register 21,044,334 additional shares of the Company’s Class A common stock, par value \$0.00001 per share (the “Class A Common Stock”) under the Company’s 2020 Omnibus Incentive Plan (the “Plan”) pursuant to the automatic annual increase in the Plan previously approved by the Company’s board of directors and stockholders at the time of the Company’s initial public offering and (ii) register 5,000,000 additional shares of Class A Common Stock under the Company’s Amended and Restated 2020 Team Member Stock Purchase Plan (the “TMSPP”) previously approved by the Company’s board of directors and approved by the Company’s stockholders at the Company’s Annual Meeting held on June 13, 2023. As disclosed in the Company’s Proxy Statement on Schedule 14A, filed with the Commission on April 26, 2023, for offering periods to date, the Company’s Compensation Committee has determined that all regular team members, excluding executive officers, temporary and contingent staff and interns, were eligible to participate in the TMSPP. This Registration Statement registers the issuance of an additional 26,044,334 shares of Class A Common Stock in the aggregate, consisting of 21,044,334 shares of Class A Common Stock that are reserved for issuance in respect of awards that may be granted under the Plan and 5,000,000 shares of Class A Common Stock that are reserved for issuance in respect of awards that may be granted under the TMSPP. The contents of the Registration Statements on Form S-8 (Registration Nos. 333-240964 and 333-265875), filed with the Commission on August 5, 2020 and June 28, 2022, respectively, are hereby incorporated by reference and made a part hereof.

PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The following documents filed with the Commission by the Company are incorporated by reference in this Registration Statement:

1. The description of the Class A Common Stock set forth in the Company’s Registration Statement on Form 8-A as filed with the Commission pursuant to Section 12 of the Exchange Act on August 5, 2020, and any amendments and reports filed for the purpose of updating any such description;
2. The Company’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, filed with the Commission on May 10, 2023;
3. The Company’s Annual Report on Form 10-K for the year ended December 31, 2022, filed with the Commission on March 1, 2023; and
4. The Company’s Current Reports on Form 8-K, filed with the Commission on February 13, 2023 (as amended by the Form 8-K/A filed on February 27, 2023), and June 15, 2023.

In addition, all reports and documents filed by us pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, subsequent to the date hereof and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and made a part hereof from the date of the filing of such documents, except as to specific sections of such reports and documents as forth therein.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other

subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such earlier statement. Any such statement so modified or superseded shall not constitute a part of this Registration Statement, except as so modified or superseded.

Item 8. Exhibits

Exhibits

- [3.1](#) [Amended and Restated Certificate of Incorporation of Rocket Companies, Inc. \(incorporated herein by reference to Exhibit 3.1 to Rocket Companies, Inc.'s Quarterly Report on Form 10-Q, filed on September 2, 2020\).](#)
- [3.2](#) [Amended and Restated Bylaws of Rocket Companies, Inc. \(incorporated herein by reference to Exhibit 3.2 to Rocket Companies, Inc.'s Quarterly Report on Form 10-Q, filed on September 2, 2020\).](#)
- [5.1*](#) [Opinion of Paul, Weiss, Rifkind, Wharton & Garrison LLP as to legality of the Class A Common Stock.](#)
- [10.1](#) [Rocket Companies, Inc. 2020 Omnibus Incentive Plan \(incorporated by reference from Exhibit 10.6 to Amendment No. 2 to Rocket Companies, Inc.'s Registration Statement on Form S-1 filed on July 28, 2020\).](#)
- [10.2*](#) [Amended & Restated Rocket Companies, Inc. 2020 Team Member Stock Purchase Plan.](#)
- [23.1*](#) [Consent of Ernst & Young LLP, independent registered public accounting firm.](#)
- [23.2*](#) [Consent of Paul, Weiss, Rifkind, Wharton & Garrison LLP \(included in Exhibit 5.1 to this Registration Statement\).](#)
- [24.1*](#) [Powers of Attorney \(included on signature pages of this Registration Statement\).](#)
- [107*](#) [Filing Fee Table.](#)

* Filed herewith.

SIGNATURES

Pursuant to the requirements of the Securities Act, Rocket Companies, Inc. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Detroit, the state of Michigan, on June 29, 2023.

ROCKET COMPANIES, INC.

By: /s/ Tina V. John

Name: Tina V. John

Title: General Counsel and Secretary

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each individual whose signature appears below hereby constitutes and appoints each of Tina V. John and Brian Brown, acting singly, his or her true and lawful agent, proxy and attorney-in-fact, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to (i) act on, sign and file with the Securities and Exchange Commission any and all amendments (including post-effective amendments) to this registration statement together with all schedules and exhibits thereto, (ii) act on, sign and file such certificates, instruments, agreements and other documents as may be necessary or appropriate in connection therewith, (iii) act on and file any supplement to any prospectus included in this registration statement or any such amendment and (iv) take any and all actions which may be necessary or appropriate in connection therewith, granting unto such agents, proxies and attorneys-in-fact, and each of them, full power and authority to do and perform each and every act and thing necessary or appropriate to be done, as fully for all intents and purposes as he or she might or could do in person, hereby approving, ratifying and confirming all that such agents, proxies and attorneys-in-fact or any of their substitutes may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act, this registration statement and Power of Attorney have been signed on June 29, 2023, by the following persons in the capacities indicated.

Signature**Title**

/s/ William C. Emerson

William C. Emerson

Chief Executive Officer (interim) and Director
(Principal Executive Officer)

/s/ Brian Brown

Brian Brown

Chief Financial Officer and Treasurer
(Principal Financial Officer, Principal Accounting Officer)

/s/ Daniel Gilbert

Daniel Gilbert

Chairman of the Board of Directors

/s/ Jennifer Gilbert

Jennifer Gilbert

Director

/s/ Jonathan Mariner

Jonathan Mariner

Director

/s/ Matthew Rizik

Matthew Rizik

Director

/s/ Suzanne Shank

Suzanne Shank

Director

/s/ Nancy Tellem

Nancy Tellem

Director

Calculation of Filing Fee Table

S-8

(Form Type)

Rocket Companies, Inc.

(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered(1)	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Class A common stock, par value \$0.00001 per share, issuable pursuant to the Rocket Companies, Inc. 2020 Omnibus Incentive Plan	Rule 457(c) and Rule 457(h)	21,044,334 shares(2)	\$8.61	\$181,191,715.74(4)	\$110.20 per \$1,000,000	\$19,967.33
Equity	Class A common stock, par value \$0.00001 per share, issuable pursuant to the Amended and Restated Rocket Companies, Inc. 2020 Team Member Stock Purchase Plan	Rule 457(c) and Rule 457(h)	5,000,000 shares(3)	\$8.61	\$43,050,000.00(4)	\$110.20 per \$1,000,000	\$4,744.11
Total Offering Amounts					\$224,241,715.74		\$24,711.44
Total Fee Offsets							-
Net Fee Due							\$24,711.44

- (1) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement shall be deemed to cover any additional securities to be offered or issued from stock splits, stock dividends or similar transactions.
- (2) This Registration Statement on Form S-8 registers 21,044,334 shares of Rocket Companies, Inc.'s Class A Common Stock issuable under the Rocket Companies, Inc. 2020 Omnibus Incentive Plan.
- (3) This Registration Statement on Form S-8 registers 5,000,000 shares of Rocket Companies, Inc.'s Class A Common Stock issuable under the Amended and Restated Rocket Companies, Inc. 2020 Team Member Stock Purchase Plan.
- (4) Pursuant to Rule 457(c) and Rule 457(h) under the Securities Act, the proposed maximum offering price per share was determined based on the average of the high and low prices of Rocket Companies, Inc.'s shares of Class A Common Stock reported by the New York Stock Exchange on June 23, 2023.

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064

212-373-3000

212-757-3990

June 29, 2023

Rocket Companies, Inc.
1050 Woodward Avenue
Detroit, Michigan 48226

Rocket Companies, Inc. Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to Rocket Companies, Inc., a Delaware corporation (the “Company”), in connection with the Registration Statement on Form S-8 (the “Registration Statement”) of the Company, filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the “Act”), and the rules and regulations thereunder (the “Rules”). You have asked us to furnish our opinion as to the legality of the securities being registered under the Registration Statement. The Registration Statement relates to the registration under the Act of 26,044,334 shares of Class A common stock, par value \$0.00001 per share, of the Company (collectively, the “Shares”), issuable in respect of awards to be granted under the Rocket Companies, Inc. 2020 Omnibus Incentive Plan (the “2020 Omnibus Incentive Plan”) and the Amended and Restated Rocket Companies, Inc. 2020 Team Member Stock Purchase Plan (the “TMSPP”).



In connection with the furnishing of this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents (collectively, the “Documents”):

1. the Registration Statement;
2. the 2020 Omnibus Incentive Plan and the forms of award agreements (collectively, the “Agreements”) relating to awards granted under the 2020 Omnibus Incentive Plan; and
3. the TMSPP.

In addition, we have examined (i) such corporate records of the Company that we have considered appropriate, including a copy of the certificate of incorporation, as amended, and by-laws, as amended, of the Company, certified by the Company as in effect on the date of this letter and copies of resolutions of the board of directors of the Company relating to the issuance of the Shares, certified by the Company and (ii) such other certificates, agreements and documents that we deemed relevant and necessary as a basis for the opinions expressed below. We have also relied upon the factual matters contained in the representations and warranties of the Company made in the Documents and upon certificates of public officials and the officers of the Company.

In our examination of the documents referred to above, we have assumed, without independent investigation, the genuineness of all signatures, the legal capacity of all individuals who have executed any of the documents reviewed by us, the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as certified, photostatic, reproduced or conformed copies of valid existing agreements or other documents, the authenticity of all the latter documents



and that the statements regarding matters of fact in the certificates, records, agreements, instruments and documents that we have examined are accurate and complete.

Based upon the above, and subject to the stated assumptions, exceptions and qualifications, we are of the opinion that the Shares have been duly authorized by all necessary corporate action on the part of the Company and, when issued and delivered in accordance with the terms of the 2020 Omnibus Incentive Plan or the TMSPP, as applicable, and any applicable Agreement under the 2020 Omnibus Incentive Plan, the Shares will be validly issued, fully paid and non-assessable.

The opinion expressed above is limited to the General Corporation Law of the State of Delaware. Our opinion is rendered only with respect to the laws, and the rules, regulations and orders under those laws, that are currently in effect.

We hereby consent to use of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we come within the category of persons whose consent is required by the Act or the Rules.

Very truly yours,

/s/ Paul, Weiss, Rifkind, Wharton & Garrison LLP

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

AMENDED & RESTATED ROCKET COMPANIES, INC.
2020 TEAM MEMBER STOCK PURCHASE PLAN
(Effective as of June 13, 2023)

1. **Purpose.** The purpose of the Plan (as defined below) is to facilitate Employee participation in the ownership and economic progress of the Company and its Subsidiaries by providing Employees with an opportunity to purchase Shares of the Company. The Plan is not intended to qualify as an “Employee Stock Purchase Plan,” as set forth in section 423 of the Code.
2. **Definitions.** As used in the Plan, the following terms shall have the meanings set forth below:
 - (a) “Applicable Holding Period” shall mean any period established by the Committee following the Exercise Dates during which a Participant is required to hold any Shares purchased on his or her behalf pursuant to the Plan; provided, however, in the event of a Participant’s death, the Applicable Holding Period shall be deemed satisfied as of the Participant’s date of death.
 - (b) “Beneficiary” shall mean a Person entitled to receive payments or other benefits or exercise rights that are available under the Plan in the event of the Participant’s death. If no such Person can be named or is named by the Participant, or if no Beneficiary designated by such Participant is eligible to receive payments or other benefits or exercise rights that are available under the Plan at the Participant’s death, such Participant’s Beneficiary shall be such Participant’s estate.
 - (c) “Board” shall mean the board of directors of the Company.
 - (d) “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Code shall include any successor provision thereto.
 - (e) “Committee” shall mean the Board or such other committee as may be designated by the Board.
 - (f) “Company” shall mean Rocket Companies, Inc., and any and all successor entities.
 - (g) “Continuous Status as an Employee” shall mean the absence of any interruption or termination of service as an Employee. Continuous Status as an Employee shall not be considered interrupted in the case of a leave of absence except as provided in Section 11(b).
 - (h) “Effective Date” shall mean the effective date of the Company’s initial public offering.
 - (i) “Eligible Compensation” for an Offering Period shall mean, unless otherwise determined by the Committee, (i) base pay received during such Offering Period by a Participant for services to the Employer, (ii) regular incentive pay received during such Offering Period by a Participant, (iii) regular overtime pay received during

such Offering Period by a Participant and (iv) any discretionary annual bonus received during such Offering Period by a Participant,

in each case, as determined by the Company's Human Resources department (i.e., the "Pulse"). For the avoidance of doubt, Eligible Compensation shall not include non-regular incentive pay for ad-hoc purposes, non-regular overtime pay related to non-regular incentive pay for ad-hoc purposes, non-regular discretionary pay for ad-hoc purposes, severance pay, hiring and relocation bonuses, or any other form of compensation that may be paid from time to time to the Participant from the Employer.

- (j) "Eligible Employee" shall have the meaning specified in Section 3(a).
- (k) "Employee" shall mean any officer or other employee of the Employer.
- (l) "Employer" shall mean, with respect to an Offering Period, the Company and each Subsidiary of the Company during the applicable Offering Period.
- (m) "Enrollment Date" shall mean the first day of each Offering Period.
- (n) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Exchange Act shall include any successor provision thereto.
- (o) "Exercise Date" shall mean the last day of each Offering Period.
- (p) "Exercise Price" shall have the meaning specified in Section 7(b).
- (q) "Fair Market Value" shall mean (i) with respect to Shares, the closing price of a Share on the date in question (or, if there is no reported sale on such date, on the last preceding date on which any reported sale occurred) on the principal stock market or exchange on which the Shares are quoted or traded, or if Shares are not so quoted or traded, fair market value of a Share as determined by the Committee, and (ii) with respect to any property other than Shares, the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Committee.
- (r) "Offering Period" shall mean the period described in Section 4.
- (s) "Participant" shall mean an Eligible Employee who has elected to participate in the Plan.
- (t) "Participant Account" shall mean that separate account maintained under the Plan to record the amount that a Participant has contributed to the Plan during an Offering Period.
- (u) "Plan" shall mean the Rocket Companies, Inc. 2020 Team Member Stock Purchase Plan, as amended and restated from time to time.
- (v) "Share" shall mean a share of the Company's Class A common stock, \$0.00001 par value per Share.

- (w) “Stock Administrator” shall mean the administrator appointed by the Board or the Committee pursuant to Section 15 to administer the Plan.
- (x) “Subscription Agreement” shall have the meaning specified in Section 5.
- (y) “Subsidiary” shall mean a corporation, domestic or foreign, partnership or other entities, of which at the time of the granting of an option pursuant to Section 7, not less than 50%, or another amount determined by the Committee, of the total combined voting power of all classes of stock or units are held by the Company or a Subsidiary, whether or not such corporation, partnership or entities now exist or are hereafter organized or acquired by the Company or a Subsidiary.

3. **Eligibility.**

- (a) **General Rule.** Any full or part time Employee who satisfies any criteria that the Committee may determine, in its sole discretion, from time to time shall be eligible to participate as an “Eligible Employee” during the Offering Period beginning on such Enrollment Date; provided, however, that an Employee who is a citizen or resident of a foreign jurisdiction shall not be an “Eligible Employee” if the grant of an option under the Plan to such Employee would be prohibited under the laws of such foreign jurisdiction or as determined by the Committee in its sole discretion.
- (b) **Exceptions.** Notwithstanding any provisions of the Plan to the contrary, unless otherwise provided by the Committee, no Employee shall be granted an option to purchase Shares under the Plan if such option would permit such Employee’s right to purchase Shares to accrue at a rate which exceeds \$25,000 of the Fair Market Value of the Shares (determined on the Enrollment Date) for each calendar year in which such option is outstanding at any time.

4. **Offering Periods.** Offering Periods may be established by the Committee from time to time at the Committee’s discretion, with the initial Offering Period expected to be a period of three months.

5. **Participation.** An Eligible Employee shall become a Participant by completing a subscription agreement in such form as shall be specified by the Company (“Subscription Agreement”), and returning it to the Stock Administrator prior to the Enrollment Date for the applicable Offering Period, unless a later time for filing the Subscription Agreement is set by the Committee for all Eligible Employees with respect to such Offering Period.

6. **Payment for Shares.**

- (a) At the time a Participant files his or her Subscription Agreement, such Participant shall designate the portion of his or her Eligible Compensation that he or she elects to have withheld during the applicable Offering Period. Payroll deductions shall be made on each pay date during the Offering Period at a whole percentage rate not to exceed 15%, or such other amount determined by the Committee, of the Eligible Compensation which a Participant receives on each pay date during the Offering Period or such other limitation as the Committee may

establish from time to time in its discretion; provided, that no more than \$30,000 of a Participant's Eligible Compensation may be withheld during any calendar year.

- (b) A Participant may not make any separate cash payment into his or her Participant Account.
- (c) A Participant may discontinue his or her participation in the Plan as provided in Section 11, but no other change can be made during an Offering Period and, for the avoidance of doubt, a Participant may not alter the amount of his or her Eligible Compensation deductions for that Offering Period, unless otherwise permitted by the Committee.
- (d) Unless otherwise specified by a Participant prior to the Enrollment Date of any subsequent Offering Period by completing a Committee-specified process, a Participant shall be deemed to have elected to participate in each subsequent Offering Period to the same extent and in the same manner as the prior Offering Period, subject to the terms and conditions of this Plan and the applicable Subscription Agreement.
- (e) Notwithstanding the foregoing, the Committee may, in its sole discretion, permit Participants to pay the subscription amount under their Subscription Agreements in a manner different than the payroll deduction procedure described above.

7. **Grant of Option.**

- (a) On the Enrollment Date for each Offering Period, each Participant shall be granted an option to purchase on the applicable Exercise Date, a maximum number of Shares determined by the Committee in its discretion; provided, however, that the number of Shares subject to such option shall be reduced, if necessary, to a number of Shares that would not exceed the limitations described in Section 3(b), Section 6(a) and Section 13(a) hereof.
- (b) The exercise price per Share offered in a given Offering Period (the "Exercise Price") shall be determined in the discretion of the Committee, and is expected to be 85% of the Fair Market Value on the Exercise Date, unless a different exercise price is established for such Offering Period in the discretion of the Committee.

8. **Exercise of Option.** The Participant's option for the purchase of Shares will be exercised automatically on the Exercise Date of such Offering Period by purchasing the maximum number of Shares subject to such option which may be purchased at the Exercise Price with the funds in his or her Participant Account unless, prior to such Exercise Date, the Participant has withdrawn from the Offering Period pursuant to Section 11. During a Participant's lifetime, a Participant's option to purchase Shares hereunder is exercisable only by such Participant.

9. **Delivery.** Unless otherwise provided by the Company, the Stock Administrator shall hold Shares issued pursuant to the exercise of the option until any such Shares are distributed to the Participant, transferred or sold in accordance with procedures established from time to time by the Company or the Stock Administrator, including any Applicable Holding Period. Following any Applicable Holding Period, Shares shall be delivered as soon as reasonably practicable after

termination of a Participant's Continuous Status as an Employee or receipt of such request by the Participant for delivery of all Shares, subject to compliance with all applicable law.

10. **Dividends.** Shares received upon exercise of an option shall be entitled to receive dividends on the same basis as other outstanding Shares. A Participant will not be entitled to any dividends with respect to options to purchase Shares under the Plan.

11. **Withdrawal; Termination of Employment.**

- (a) A Participant may withdraw all, but not less than all, of the payroll deductions credited to his or her Participant Account for the applicable Offering Period by delivery to the Stock Administrator of notice, in the form specified by the Company, on any date up to a certain number of days prior to the Exercise Date to be specified by the Stock Administrator or to be provided for in the applicable Subscription Agreement. All of the Participant's payroll deductions credited to his or her Participant Account for such Offering Period will be paid to such Participant as soon as reasonably practicable after receipt of his or her notice of withdrawal. Such withdrawal shall permanently terminate the Participant's participation for the Offering Period in which the withdrawal occurs.
- (b) In the event of the termination on or before the Exercise Date of the Participant's Continuous Status as an Employee for any reason, he or she will be deemed to have elected to withdraw from the Plan, and the Participant or his or her Beneficiary (in the event of such Participant's death) shall receive any funds in his or her Participant Account as soon as reasonably practicable after the date of such withdrawal. A Participant who goes on a leave of absence shall be permitted to remain in the Plan and shall automatically be enrolled in subsequent Offering Periods under the Plan. Eligible Compensation deductions, as applicable, for a Participant who has been on a leave of absence will resume upon return to work at the same rate as in effect prior to such leave.
- (c) A Participant's withdrawal from one Offering Period will not have any effect upon his or her eligibility to participate in a different Offering Period or in any similar Plan which may hereafter be adopted by the Company.

12. **Interest.** No interest shall accrue on the Eligible Compensation deductions of a Participant or on any other amounts in his or her Participant Account.

13. **Shares.**

- (a) The maximum number of Shares which shall be made available for sale under the Plan shall be 20,526,316 Shares, subject to adjustment upon changes in capitalization of the Company as provided in Section 19. Either authorized and unissued Shares or issued Shares heretofore or hereafter reacquired by the Company may be made subject to purchase under the Plan, in the sole and absolute discretion of the Board or the Committee. Further, if for any reason any purchase of Shares pursuant to an option under the Plan is not consummated, the Shares subject to the applicable Subscription Agreement may be made available for sale pursuant to a new Subscription Agreement under the Plan.

(b) If, on a given Exercise Date, the Shares with respect to which options are to be exercised exceed the Shares then available under the Plan, the Committee shall make a pro rata allocation of the remaining Shares that are available for purchase in as uniform a manner as shall be reasonably practicable and as it shall determine to be equitable. In such event, the Company shall give notice to each Participant of such reduction in the number of Shares which such Participant shall be allowed to purchase. Notwithstanding anything to the contrary herein, the Company shall not be obligated to issue Shares hereunder if, in the opinion of the Company, such issuance would constitute a violation of federal or state securities laws or regulations, the regulations of any stock exchange or other securities market on which the Company's securities may then be traded or the laws of any country.

14. **No Rights as a Shareholder.** Neither the Participant nor his or her Beneficiaries will have any interest or other right in, or dividend or voting rights with respect to, Shares covered by his or her option until such option has been exercised and the related Shares have been purchased under the Plan.

15. **Administration.**

(a) The Plan shall be administered by the Committee. All decisions of the Committee shall be final, conclusive and binding upon all parties, including the Company, its shareholders and Participants and any Beneficiaries thereof. The Committee may issue rules and regulations for administration of the Plan. It shall meet at such times and places as it may determine.

(b) Subject to the terms of the Plan and applicable law, the Committee (or its delegate) shall have the full power and authority to: (i) designate Participants; (ii) direct the administration of the Plan by the Stock Administrator in accordance with the provisions herein set forth; (iii) adopt rules of procedure and regulations necessary for the administration of the Plan, provided that such rules are not inconsistent with the terms of the Plan; (iv) determine, in its sole discretion, all questions with regard to rights of Employees and Participants under the Plan, including but not limited to, the eligibility of an Employee to participate in the Plan and the range of permissible percentages of Eligible Compensation an Eligible Employee may specify to be withheld and the maximum amount; (v) enforce the terms of the Plan and the rules and regulations it adopts; (vi) direct or cause the Stock Administrator to direct the distribution of the Shares purchased hereunder; (vii) furnish or cause the Stock Administrator to furnish the Employer with information which the Employer may require for tax or other purposes; (viii) engage the service of counsel (who may, if appropriate, be counsel for the Employer) and agents whom it may deem advisable to assist it with the performance of its duties; (ix) prescribe procedures to be followed by Eligible Employees in electing to participate herein; (x) receive from each Employer and from Eligible Employees such information as shall be necessary for the proper administration of the Plan; (xi) maintain, or cause the Stock Administrator to maintain, separate accounts in the name of each Participant to reflect his or her Participant Account under the Plan; (xii) interpret and construe the Plan in its sole discretion; (xiii) correct any defect, supply any omission and reconcile any inconsistency in the Plan in the manner and to the extent it shall deem desirable to carry the Plan into effect; (xiv) make any changes or modifications necessary to administer and implement the provisions of

the Plan in any foreign country to the fullest extent possible; and (xv) delegate any of its duties and authorities under the Plan to such parties or committees as it may determine. Notwithstanding anything to the contrary contained herein, the Board may, in its sole discretion, at any time and from time to time, administer the Plan. In any such case, the Board shall have all of the authority and responsibility granted to the Committee herein.

16. **Transferability.** Neither any monies credited to a Participant's Participant Account nor any rights with regard to the exercise of an option to purchase Shares under the Plan may be assigned, transferred, pledged, or otherwise disposed of in any way (other than by will or by laws of descent and distribution) by the Participant. Any such attempt at assignment, transfer, pledge, or other disposition shall be without effect, except that the Company shall treat such act as an election to withdraw funds in accordance with Section 11.

17. **Use of Funds.** All Eligible Compensation deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such funds.

18. **Reports.** Individual Participant Accounts will be maintained for each Participant, and statements will be made available to Participants promptly following an Exercise Date, which statements will set forth the amount of Eligible Compensation deductions for the applicable Offering Period, the per-Share purchase price, the number of Shares purchased, and the remaining cash balance, if any.

19. **Adjustments Upon Changes in Capitalization and Certain Transactions.** In the event of (a) any merger, reorganization, consolidation, recapitalization, dividend or distribution (whether in cash, shares or other property, other than a regular cash dividend), stock split (including a stock split in the form of a stock dividend), reverse stock split, spin-off or similar transaction or other change in corporate structure affecting the Shares or the value thereof, such adjustments and other substitutions shall be made to the Plan and to outstanding options as the Committee, in its sole discretion, deems equitable or appropriate taking into consideration any applicable accounting and tax consequences, including such adjustments in the limitations in Section 7(a) and Section 13 and in the class and number of Shares and Exercise Price with respect to outstanding options under the Plan; and (b) any transaction or event described in (a) above, or any unusual or nonrecurring transaction or events affecting the Company or any changes in applicable laws, regulations or accounting principles, the Committee, in its sole discretion and on such terms and conditions as it deems appropriate, is hereby authorized to: (i) provide for either (X) termination of any outstanding option in exchange for an amount of cash, if any, equal to the amount that would have been obtained upon exercise of such option had such option been currently exercisable or (Y) the replacement of such outstanding option with other rights or property selected by the Committee in its sole discretion; (ii) provide that the outstanding options under the Plan shall be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar rights covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and exercise prices; (iii) make adjustments in the number and type of Shares (or other securities or property) subject to outstanding options under the Plan and/or in the terms and conditions of outstanding options and options which may be granted in the future; (iv) shorten the Offering Period then in progress and

set a new Exercise Date, which shall be a date immediately prior to the date of any transaction or event described in (a) above and provide for any other necessary procedures to effectuate such actions; and/or (v) provide that all outstanding options shall terminate without being exercised.

Except as expressly provided in the Plan, no Participant shall have any rights by reason of any subdivision or consolidation of shares of stock of any class, the payment of any dividend, any increase or decrease in the number of shares of any class or any dissolution, liquidation, merger or consolidation of the Company or any other corporation. Except as expressly provided in the Plan or pursuant to action of the Committee, no issuance by the Company or shares of stock of any class, or securities convertible into stock of any class, shall affect, and no adjustment by reason thereof, shall be made with respect to, the number of Shares subject to an option or the grant or Exercise Price of any option.

20. **Amendment or Termination.**

- (a) The Board may amend, alter, suspend, discontinue or terminate the Plan or any portion thereof at any time and for any reason; provided, however, that the Board (i) shall not, without the approval of the shareholders of the Company, increase the maximum number of Shares which may be issued under the Plan (except pursuant to Section 19) and (ii) shall otherwise obtain shareholder approval of any amendment, alteration, suspension, discontinuance or termination of the Plan, if, and to the extent, required by applicable law. Except as specifically provided in the Plan or as required to obtain a favorable ruling from the Internal Revenue Service, no such amendment, alteration, suspension, discontinuation or termination of the Plan pursuant to this Section 20 may make any change in any option theretofore granted which adversely affects the rights of any Participant without the consent of such Participant.
- (b) The Plan shall automatically terminate on the Exercise Date that Participants become entitled to purchase a number of Shares greater than the number available for purchase under Section 13.

21. **Notices.**

- (a) All notices or other communications by an Eligible Employee or a Participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.
- (b) All notices or other communications by the Employer, the Company, the Board or the Committee under or in connection with the Plan shall be deemed to have been duly given when (i) personally delivered, including electronic transmission in such form as the Board or the Committee shall direct, or (ii) placed in the mail of the country of the sender in an envelope addressed to the last known address of the person to whom the notice is given.

22. **Shareholder Approval.** The effectiveness of the Plan shall be subject to approval by the shareholders of the Company within 12 months before or after the date the Plan is adopted by the Board. Notwithstanding any provision to the contrary, failure to obtain such shareholder approval

shall void the Plan, any options granted under the Plan, any Share purchases pursuant to the Plan, and all rights of all Participants.

23. **Conditions Upon Issuance of Shares.** Shares shall not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such Shares pursuant thereto shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, the Exchange Act, the rules and regulations promulgated under both sets of laws and the requirements of any stock exchange upon which the Shares may then be listed, and shall be further subject to the approval of counsel for the Company with respect to such compliance. As a condition to the exercise of an option, the Company may require the person exercising such option to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required by any of the aforementioned applicable provisions of law.

24. **Withholding; Disqualifying Disposition.** Notwithstanding any other provision of the Plan, at the time a Participant's option under the Plan is exercised, in whole or in part, or at the time some or all of the Shares issued under the Plan are disposed of by a Participant, the Participant must make adequate provision for his or her Employer's federal, state, or other tax withholding obligations, which arise upon the exercise of the option or the disposition of the Shares. At any time, the Company may, but shall not be obligated to, withhold from the Participant's compensation, the amount necessary for the Company to meet applicable tax withholding obligations, including any withholding required to make available to the Company any tax deductions or benefits attributable to a sale or early disposition of Shares by the Participant.

25. **Effective Date of the Plan.** The Plan shall be effective as of the Effective Date, subject to its approval by the shareholders of the Company as described in Section 22.

26. **Term of Plan.** The Plan shall continue in effect until the earliest to occur of (a) the ten year anniversary of the Effective Date; (b) the maximum number of Shares available for issuance under the Plan have been issued in accordance with Section 20(b); or (c) the Board terminates the Plan in accordance with Section 20(a).

27. **No Rights Implied.** Nothing contained in the Plan, any modification or amendment to the Plan, or the creation of any Participant Account, the execution of any Subscription Agreement, or the issuance of any Shares, shall give any Employee or Participant any right to continue his or her employment, any legal or equitable right against the Employer or Company or any officer, director, or employee of the Employer or the Company, or interfere in any way with the Employer's or the Company's right to terminate or otherwise modify an Employee's employment at any time, except as expressly provided by the Plan.

28. **Severability.** If any provision of the Plan is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction, or as to any person or entity, or would disqualify the Plan under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan, such provision

shall be stricken as to such jurisdiction, person or entity, and the remainder of the Plan shall remain in full force and effect.

29. **Waiver of Notice.** Any person entitled to notice under the Plan may waive such notice.

30. **Successors and Assigns.** The Plan shall be binding upon all persons entitled to purchase Shares under the Plan, their respective heirs, legatees, and legal representatives, including, without limitation, such person's estate and the executors, any receiver, trustee in bankruptcy or representative of creditors of such person, and upon the Employer, its successors and assigns.

31. **Data Privacy.** By participating in the Plan, the Participant consents to the holding and processing of personal information provided by the Participant to the Company or any subsidiary, trustee or third-party service provider, for all purposes relating to the operation of the Plan. These include, but are not limited to:

- (a) administering and maintaining Participant records;
- (b) providing information to the Company, Subsidiaries, trustees of any employee benefit trust, registrars, brokers or third-party administrators of the Plan;
- (c) providing information to future purchasers or merger partners of the Company or any subsidiary, or the business in which the Participant works; and
- (d) transferring information about the Participant to any country or territory that may not provide the same protection for the information as the Participant's home country.

32. **Headings.** The titles and headings of the sections are included for convenience of reference only and are not to be considered in construction of the provisions hereof.

33. **Governing Law; Venue.** The Plan shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware. The exclusive venues for all disputes arising out of the Plan shall be the United States District Court for the Eastern District of Michigan and the Third Judicial Circuit, Wayne County, Michigan (the "Agreed-Upon Venues"), and no other venues. The Company and any Participants to the Plan stipulate that participation in the Plan is an arms-length transaction entered into by sophisticated parties, and that the Agreed-Upon Venues are convenient, are not unreasonable, unfair, or unjust, and will not deprive any party of any remedy to which it may be entitled. The Company and any Participants to the Plan further agree to consent to the dismissal of any action arising out of the Plan that may be filed in a venue other than one of the Agreed-Upon Venues; the reasonable legal fees and costs of the party seeking dismissal for improper venue will be paid by the party that filed suit in the improper venue.

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Rocket Companies, Inc. 2020 Omnibus Incentive Plan and the Amended and Restated Rocket Companies, Inc. 2020 Team Member Stock Purchase Plan of Rocket Companies, Inc. (the Company) of our reports dated March 1, 2023, with respect to the consolidated financial statements of the Company and the effectiveness of internal control over financial reporting of the Company included in its Annual Report (Form 10-K) for the year ended December 31, 2022, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Detroit, Michigan

June 29, 2023