

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): February 9, 2024

**nCino, Inc.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation)

001-41211  
(Commission file number)

87-4154342  
(IRS Employer  
Identification No.)

6770 Parker Farm Drive  
Wilmington, North Carolina 28405  
(Address of Principal Executive Offices, Including Zip Code)

Registrant's Telephone Number, Including Area Code: (888) 676-2466

Not Applicable  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0005 per share	NCNO	The Nasdaq Global Select Market

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

Emerging growth company

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

**Item 1.01 Entry into a Material Definitive Agreement.**

On February 9, 2024, nCino, Inc. (the “Company”) entered into a First Amendment (the “Amendment”), by and among the Company, nCino OpCo, Inc. (the “Borrower”), certain subsidiaries of the Company as guarantors and Bank of America, N.A., as lender (the “Lender”), which amended that certain Credit Agreement (the “Credit Agreement”), dated as of February 11, 2022, by and among the Company, the Borrower, certain subsidiaries of the Company as guarantors and the Lender. The Amendment extended the existing maturity date of the senior secured revolving credit facility provided for under the Credit Agreement to February 11, 2025.

A copy of the Amendment is filed with this report as Exhibit 10.1 and is hereby incorporated by reference herein. The foregoing summary of the Amendment does not purport to be complete and is subject to and qualified in its entirety by reference to the full text of the Amendment.

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

The information set forth under Item 1.01 of this 8-K is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.1	<a href="#">First Amendment to Credit Agreement by and among nCino, Inc., nCino OpCo, Inc., certain subsidiaries of nCino, Inc. as guarantors and Bank of America, N.A., dated February 9, 2024</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**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.

Date: February 13, 2024

**nCino, Inc.**

By: /s/ Gregory D. Orenstein

Gregory D. Orenstein

Chief Financial Officer & Treasurer

## FIRST AMENDMENT

THIS FIRST AMENDMENT (this "Amendment") dated as of February 9, 2024 to the Credit Agreement referenced below is by and among NCINO OPCO INC., a Delaware corporation (the "Borrower"), NCINO, INC., a Delaware corporation ("Holdings"), the other Guarantors identified on the signature pages hereto and Bank of America, N.A. as Lender (the "Lender").

## WITNESSETH

WHEREAS, a revolving facility has been extended to the Borrower pursuant to the Credit Agreement (as amended, increased, extended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") dated as of February 11, 2022 by and among the Borrower, Holdings, the Guarantors identified therein and the Lender; and

WHEREAS, the Borrower has requested certain modifications to the Credit Agreement and the Lender has agreed to such requested modifications on the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings provided to such terms in the Credit Agreement.

2. Amendment to Credit Agreement. The definition of "Maturity Date" in Section 1.01 of the Credit Agreement is amended in its entirety to read as follows:

"Maturity Date" means February 11, 2025; provided, that, if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.

3. Conditions Precedent. This Amendment shall become effective as of the date hereof upon receipt by the Lender of (a) counterparts of this Amendment executed by the Borrower, Holdings, the Guarantors and the Lender and (b) certified resolutions of the governing body of each Loan Party authorizing this Amendment.

4. Amendment is a "Loan Document"; No Novation. This Amendment is a Loan Document and all references to a "Loan Document" in the Credit Agreement and the other Loan Documents (including, without limitation, all such references in the representations and warranties in the Credit Agreement and the other Loan Documents) shall be deemed to include this Amendment. This Amendment shall not constitute a novation of the Credit Agreement or any of the Loan Documents.

5. Reaffirmation of Representations and Warranties; No Default. Each Loan Party represents and warrants to the Lender that (a) the representations and warranties set forth in the Loan Documents, or which are contained in any document furnished at any time under or in connection therewith, are true and correct in all material respects on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date and (b) as of the date hereof, no Default has occurred and is continuing, or would result from the consummation of the transactions contemplated by this Amendment.

6. Reaffirmation of Obligations. Each Loan Party (a) acknowledges and consents to all of the terms and conditions of this Amendment, (b) affirms all of its obligations under the Loan Documents

and (c) agrees that this Amendment does not operate to reduce or discharge such Loan Party's obligations under the Loan Documents.

7. No Other Changes. Except as modified hereby, all of the terms and provisions of the Loan Documents shall remain in full force and effect.

8. Counterparts; Delivery. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of this Amendment by facsimile or other electronic imaging means shall be effective as an original.

9. Governing Law; Jurisdiction; and Waiver of Jury Trial. This Amendment shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York. This Amendment shall be subject to the provisions regarding Jurisdiction and Waiver of Jury Trial set forth in Sections 10.13 and 10.14 of the Credit Agreement and such provisions are incorporated herein by this reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed as of the date first above written.

BORROWER: NCINO OPCO, INC., a Delaware corporation

By: /s/ Gregory D. Orenstein  
Name: Gregory Orenstein  
Title: Chief Financial Officer

HOLDINGS: NCINO, INC., a Delaware corporation

By: /s/ Gregory D. Orenstein  
Name: Gregory Orenstein  
Title: Chief Financial Officer

GUARANTORS: NCINO PORTFOLIO ANALYTICS, LLC, a Delaware limited liability company

By: /s/ Gregory D. Orenstein  
Name: Gregory Orenstein  
Title: Chief Financial Officer

SIMPLENEXUS, LLC, a Utah limited liability company

By: /s/ Gregory D. Orenstein  
Name: Gregory Orenstein  
Title: Chief Financial Officer

SNX INSURANCE LLC, a Utah limited liability company

By: /s/ Gregory D. Orenstein  
Name: Gregory Orenstein  
Title: Chief Financial Officer

L. BREWER AND ASSOCIATES, LLC, a Georgia limited liability company

By: /s/ Gregory D. Orenstein  
Name: Gregory Orenstein  
Title: Chief Financial Officer

LENDER:

BANK OF AMERICA, N.A.,

By: /s/ Thomas M. Paulk

Name: Thomas M. Paulk

Title: Senior Vice President

First Amendment  
nCino Opco, Inc.