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

FORM 10-Q

☐ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended May 4, 2025
or
☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to

Commission File Number: 001-38555

THE LOVESAC COMPANY

(Exact name of registrant as specified in its charter)

Delaware	**32-0514958**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
421 Atlantic Street **Stamford, Connecticut**	**06901**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(888) 636-1223**

Not applicable
(Former name, former address and former fiscal year, if changed since last report)

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, $0.00001 par value per share	LOVE	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☐ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files) ☐ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		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 ☐

Indicate by check mark whether the Registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes☐ No ☐

As of June 9, 2025, there were 14,549,118 shares of common stock, $0.00001 par value per share, outstanding.

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TRADEMARKS

The Lovesac Company owns or has rights to use multiple trademarks that it uses in conjunction with the operation of its business. The trademarks of The Lovesac Company, which are registered in U.S. Patent and Trademark Office, are LOVESAC, DESIGNED FOR LIFE FURNITURE CO., DESIGNED FOR LIFE, DFL, ALWAYS FITS, FOREVER NEW, TOTAL COMFORT, THE WORLD'S MOST ADAPTABLE COUCH, SACTIONALS, LOVESOFT, SIDE, STEALTHTECH, SACTIONALS POWER HUB, THE WORLD'S MOST COMFORTABLE SEAT, SACS, SAC, SUPERSAC, MOVIESAC, CITYSAC, GAMERSAC, SQUATTOMAN, DURAFOAM, FOOTSAC, ROOM FOR TWO, and REWRITING THE RULES OF COMFORT. Solely for convenience, the Company only uses the ™ or ® symbols the first time any trademark or trade name is mentioned. Such references are not intended to indicate in any way that the Company will not assert, to the fullest extent permitted under applicable law, its rights to its trademarks and trade names. Each trademark or trade name of any other company appearing in this Quarterly Report on Form 10-Q is, to the Company's knowledge, owned by such other company.

FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 and other legal authority, which statements may involve substantial risk and uncertainties. All statements contained in this Quarterly Report on Form 10-Q other than statements of historical fact, including statements regarding our future operating results, financial position and liquidity, our business strategy and plans, market growth and trends, and our objectives for future operations, are forward-looking statements. In some cases, you can identify forward-looking statements because they contain words such as "may," "will," "should," "expects," "plans," "anticipates," "could," "intends," "target," "projects," "contemplates," "believes," "estimates," "predicts," "potential," or "continue" or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans, or intentions.

You should not place undue reliance on forward looking statements. We cannot assure you that the events and circumstances reflected in the forward-looking statements will be achieved or occur at all or on a specified timeframe. The cautionary statements set forth in this Quarterly Report on Form 10-Q, including in Part I – Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations, and elsewhere, identify important factors which you should consider in evaluating our forward-looking statements. These factors include, among other things: business disruptions or other consequences of economic instability, political instability, civil unrest, armed hostilities and global conflict, natural and man-made disasters, pandemics or other public health crises, or other catastrophic events; the impact of changes or declines in consumer spending and inflation on our business, sales, results of operations and financial condition; active, pending or threatened litigation; our ability to manage and sustain our growth and profitability effectively, including in our ecommerce business, forecast our operating results, and manage inventory levels; our cash flows, changes in the market price of the Company's common stock, global economic and market conditions and other considerations that could impact the specific timing, price and size of repurchases under our stock repurchase program or our ability to fund any stock repurchases; our ability to improve our products and develop new products; our ability to successfully open and operate new showrooms; our ability to advance, implement or achieve the goals set forth in our ESG Report; our ability to realize the expected benefits of investments in our supply chain and infrastructure; disruption in our supply chain and dependence on foreign manufacturing and imports for our products; execution of our share repurchase program and its expected benefits for enhancing long-term shareholder value; our ability to acquire new customers and engage existing customers; reputational risk associated with increased use of social media; our ability to attract, develop and retain highly skilled associates; system interruption or failures in our technology infrastructure needed to service our customers, process transactions and fulfill orders; any inability to implement and maintain effective internal control over financial reporting; unauthorized disclosure of sensitive or confidential information through breach of our computer system; the ability of third-party providers to continue uninterrupted service; the impact of changes in diplomatic and trade relations, as well as tariffs, and the countermeasures and tariff mitigation initiatives; the regulatory environment in which we operate; our ability to maintain, grow and enforce our brand and intellectual property rights and avoid infringement or violation of the intellectual property rights of others; and our ability to compete and succeed in a highly competitive and evolving industry.

We caution you that the foregoing list may not contain all of the factors that may impact the forward-looking statements made in this Quarterly Report on Form 10-Q.

You should not rely upon forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Quarterly Report on Form 10-Q primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations, and

prospects. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties, and other factors described in the sections entitled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our most recent Annual Report on Form 10-K filed with the Securities and Exchange Commission and in this Quarterly Report on Form 10-Q. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Quarterly Report on Form 10-Q. We cannot assure you that the results, events, and circumstances reflected in the forward-looking statements will be achieved or occur at all or on a specified timeline, and actual results, events, or circumstances could differ materially from those described in the forward-looking statements.

The forward-looking statements made in this Quarterly Report on Form 10-Q relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Quarterly Report on Form 10-Q to reflect events or circumstances after the date of this Quarterly Report on Form 10-Q or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions, or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures, or investments we may make.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements.

THE LOVESAC COMPANY
CONDENSED BALANCE SHEETS
(unaudited)

(amounts in thousands, except share and per share amounts)	May 4, 2025	February 2, 2025
Assets		
Current Assets		
Cash and cash equivalents	$ 26,900	$ 83,734
Trade accounts receivable, net	13,022	16,781
Merchandise inventories, net	124,926	124,333
Prepaid expenses	12,977	14,807
Other current assets	3,628	6,942
Total Current Assets	181,453	246,597
Property and equipment, net	85,267	77,990
Operating lease right-of-use assets	164,272	157,750
Goodwill	144	144
Intangible assets, net	1,719	1,586
Deferred tax asset	18,914	15,277
Other assets	31,971	32,906
Total Assets	$ 483,740	$ 532,250
Liabilities and Stockholders' Equity		
Current Liabilities		
Accounts payable	$ 25,019	$ 51,814
Accrued expenses	42,453	51,986
Payroll payable	7,137	9,501
Customer deposits	11,639	11,250
Current operating lease liabilities	22,599	22,662
Sales taxes payable	4,218	7,897
Total Current Liabilities	113,065	155,110
Operating lease liabilities, long-term	169,037	160,361
Income tax payable, long-term	424	424
Line of credit	—	—
Total Liabilities	282,526	315,895
Commitments and Contingencies (see Note 6)		
Stockholders' Equity		
Preferred Stock $0.00001 par value, 10,000,000 shares authorized, no shares issued or outstanding as of May 4, 2025 and February 2, 2025.	—	—
Common Stock $0.00001 par value, 40,000,000 shares authorized, 14,549,250 shares issued and outstanding as of May 4, 2025 and 14,786,934 shares issued and outstanding as of February 2, 2025.	—	—
Additional paid-in capital	192,267	190,510
Accumulated earnings	8,947	25,845
Stockholders' Equity	201,214	216,355
Total Liabilities and Stockholders' Equity	$ 483,740	$ 532,250

The accompanying notes are an integral part of these condensed financial statements.

THE LOVESAC COMPANY
CONDENSED STATEMENTS OF OPERATIONS
(unaudited)

(amounts in thousands, except per share data and share amounts)	Thirteen weeks ended May 4, 2025	Thirteen weeks ended May 5, 2024
Net sales	$ 138,373	$ 132,643
Cost of merchandise sold	64,003	60,598
Gross profit	74,370	72,045
Operating expenses:		
Selling, general and administrative expenses	67,117	68,403
Advertising and marketing	18,594	17,996
Depreciation and amortization	3,613	3,502
Total operating expenses	89,324	89,901
Operating loss	(14,954)	(17,856)
Interest and other income, net	325	744
Net loss before taxes	(14,629)	(17,112)
Income tax benefit	3,789	4,152
Net loss	$ (10,840)	$ (12,960)
Net loss per common share:		
Basic	$ (0.73)	$ (0.83)
Diluted	$ (0.73)	$ (0.83)
Weighted average shares outstanding:		
Basic	14,792,080	15,537,823
Diluted	14,792,080	15,537,823

The accompanying notes are an integral part of these condensed financial statements.

THE LOVESAC COMPANY
CONDENSED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
FOR THE THIRTEEN WEEKS ENDED MAY 4, 2025 AND MAY 5, 2024
(unaudited)

	Thirteen weeks ended				
	Common				
	Shares	Amount	Additional Paid-in Capital	Accumulated Earnings (Deficit)	Total Shareholders' Equity
Balance - February 2, 2025	14,786,934	$ —	$ 190,510	$ 25,845	$ 216,355
Net loss	—	—	—	(10,840)	(10,840)
Equity-based compensation	—	—	2,501	—	2,501
Vested restricted stock units	68,641	—	—	—	—
Repurchases of common stock	(306,325)	—	—	(6,058)	(6,058)
Taxes paid for net share settlement of equity awards	—	—	(744)	—	(744)
Balance - May 4, 2025	14,549,250	—	192,267	8,947	201,214
Balance - February 4, 2024	15,489,364	$ —	$ 183,095	$ 34,401	$ 217,496
Net loss	—	—	—	(12,960)	(12,960)
Equity-based compensation	—	—	1,152	—	1,152
Vested restricted stock units	36,325	—	—	—	—
Taxes paid for net share settlement of equity awards	—	—	(356)	—	(356)
Balance - May 5, 2024	15,525,689	$ —	$ 183,891	$ 21,441	$ 205,332

The accompanying notes are an integral part of these condensed financial statements.

THE LOVESAC COMPANY
CONDENSED STATEMENT OF CASH FLOWS
(unaudited)

(amounts in thousands)	Thirteen weeks ended May 4, 2025	Thirteen weeks ended May 5, 2024
Cash Flows from Operating Activities		
Net loss	$ (10,840)	$ (12,960)
Adjustments to reconcile net loss to cash used in operating activities:		
Depreciation and amortization of property and equipment	3,545	3,391
Amortization of other intangible assets	68	111
Amortization of deferred financing fees	19	36
Net loss on disposal of property and equipment	21	43
Equity based compensation	2,501	1,152
Non-cash lease expense	6,684	6,104
Deferred income taxes	(3,637)	(4,185)
Change in operating assets and liabilities:		
Trade accounts receivable	3,759	6,287
Merchandise inventories	(593)	3,727
Prepaid expenses and other current assets	5,137	(1,067)
Other assets	935	(1,685)
Accounts payable	(27,228)	(2,856)
Accrued expenses and other payables	(15,720)	(5,075)
Operating lease liabilities	(6,417)	(3,874)
Customer deposits	389	3,837
Net cash used in operating activities	(41,377)	(7,014)
Cash Flows from Investing Activities		
Purchase of property and equipment	(8,577)	(7,296)
Payments for patents and trademarks	(124)	(8)
Net cash used in investing activities	(8,701)	(7,304)
Cash Flows from Financing Activities		
Taxes paid for net share settlement of equity awards	(744)	(356)
Repurchases of common stock	(6,000)	—
Payment of deferred financing costs	(12)	—
Net cash used in financing activities	(6,756)	(356)
Net change in cash and cash equivalents	(56,834)	(14,674)
Cash and cash equivalents - Beginning	83,734	87,036
Cash and cash equivalents - Ending	$ 26,900	$ 72,362
Supplemental Cash Flow Data:		
Cash paid for taxes	$ —	$ 10
Cash paid for interest	$ 40	$ 30
Non-cash investing and financing activities:		
Asset acquisitions not yet paid for at period end	$ 519	$ 2,142
Leasehold improvements acquired through lease incentive	$ 1,824	$ —
Excise tax on share repurchases, accrued but not paid	$ 58	$ —

The accompanying notes are an integral part of these condensed financial statements.

THE LOVESAC COMPANY

CONDENSED NOTES TO FINANCIAL STATEMENTS

FOR THE THIRTEEN WEEKS ENDED MAY 4, 2025 AND MAY 5, 2024

Note 1. Basis of Presentation and Summary of Significant Accounting Policies

The balance sheet of The Lovesac Company (the "Company", "we", "us" or "our") as of February 2, 2025, which has been derived from our audited financial statements as of and for the 52-week year ended February 2, 2025, and the accompanying interim unaudited condensed financial statements have been prepared in accordance with the rules and regulations of the Securities and Exchange Commission (the "SEC") for interim financial reporting. Certain information and note disclosures normally included in annual financial statements, prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP"), have been condensed or omitted pursuant to those rules and regulations. The financial information presented herein, which is not necessarily indicative of results to be expected for the full current fiscal year, reflects all adjustments which, in the opinion of management, are necessary for a fair presentation of the interim unaudited condensed financial statements. Such adjustments are of a normal, recurring nature. These condensed financial statements should be read in conjunction with the Company's financial statements filed in its Annual Report on Form 10-K for the fiscal year ended February 2, 2025.

Due to the seasonality of the Company's business, with the majority of our activity occurring in the fourth quarter of each fiscal year, the results of operations for the thirteen weeks ended May 4, 2025 and May 5, 2024 are not necessarily indicative of results to be expected for the full fiscal year.

Nature of Operations

We are a technology driven company that designs, manufactures and sells unique, high quality furniture derived through our proprietary "Designed for Life" approach which results in products that are built to last a lifetime and designed to evolve as our customers' lives do. Our current product offering is comprised of modular couches called Sactionals, premium foam beanbag chairs called Sacs, the immersive surround sound home theater system called StealthTech, and the most recently launched PillowSac™ Accent Chair and Sactionals Reclining Seat. Innovation is at the center of our design philosophy with all of our core products protected by a robust portfolio of utility patents. We market and sell our products through an omni-channel platform that includes direct-to-consumer touch points in the form of our own showrooms, which include our mobile concierge and kiosks, and online directly at www.lovesac.com. We believe that our ecommerce centric approach, coupled with our ability to deliver our large upholstered products through express couriers, is unique to the furniture industry. As of May 4, 2025, the Company operated 267 showrooms including kiosks and mobile concierges located throughout the United States. The Company was formed as a Delaware corporation on January 3, 2017, in connection with a corporate reorganization with SAC Acquisition LLC, a Delaware limited liability company, the predecessor entity to the Company.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates, judgments and assumptions that affect the reported amounts of assets and liabilities, revenues and expenses and related disclosure of contingent assets and liabilities. The Company evaluates its estimates and judgments on an ongoing basis based on historical experience, expectations of future events and various other factors we believe to be reasonable under the circumstances and revise them when necessary in the period the change is determined. Actual results may differ from the original or revised estimates.

Recent Accounting Pronouncements

We have considered all recent accounting pronouncements issued by the Financial Accounting Standards Board, and did not adopt any new accounting pronouncements during the thirteen weeks ended May 4, 2025 that had a material impact on our financial condition, results of operations or cash flows. There were no significant changes in recently issued accounting pronouncements pending adoption from those disclosed in our Annual Report on Form 10-K for the fiscal year ended February 2, 2025, and those not discussed in our Annual Report on Form 10-K are either not applicable or are not expected to have a material impact on our financial condition, results of operations or cash flows.

Employee Benefit Plan

In February 2017, the Company established The Lovesac Company 401(k) Plan (the "401(k) Plan") with elective deferrals beginning May 1, 2017. The 401(k) Plan calls for elective deferral contributions, safe harbor matching contributions and profit sharing contributions. All associates of the Company are eligible to participate in the 401(k) Plan as of the day of the month which is coincident with or next follows the date on which they attain age 21 and complete one month of service. Participants are able to contribute up to 100% of their eligible compensation to the 401(k) Plan subject to limitations with the IRS. The Company's contributions to the 401(k) Plan were $0.6 million during the thirteen weeks ended May 4, 2025 and May 5, 2024.

Research and Development Expenses

Research and development costs are charged to expense in the period incurred. Research and development expense were $2.2 million and $2.1 million during the thirteen weeks ended May 4, 2025 and May 5, 2024, respectively.

Note 2. Revenue Recognition

The Company's revenue consists substantially of product net sales. The Company reports product net sales net of discounts and recognizes them at the point in time when control transfers to the customer, which generally occurs upon our delivery to a third-party carrier.

Shipping and handling charges billed to customers are included in revenue. The Company recognizes shipping and handling expense as fulfillment activities (rather than a promised good or service) when the activities are performed. Accordingly, the Company records the expenses for shipping and handling activities at the same time the Company recognizes revenue. Shipping and handling costs incurred are included in cost of merchandise sold and include inbound freight and tariff costs relative to inventory sold, warehousing, and last mile shipping to our customers. Shipping and handling costs were $27.2 million and $28.4 million during the thirteen weeks ended May 4, 2025 and May 5, 2024, respectively.

Estimated refunds for returns and allowances are recorded using our historical return patterns, adjusting for any changes in returns policies. The Company records estimated refunds for net sales returns on a monthly basis as a reduction of net sales and cost of sales on the condensed statement of operations and an increase in inventory and customers returns liability on the condensed balance sheet. As of May 4, 2025 and February 2, 2025, there was a returns allowance recorded on the condensed balance sheet in the amount of $5.0 million and $9.2 million, respectively, which was included in accrued expenses, and sales returns of $1.3 million and $2.4 million, respectively, included in merchandise inventories.

In some cases, deposits are received before the Company transfers control, resulting in contract liabilities. These contract liabilities are reported as customer deposits on the Company's condensed balance sheet. As of May 4, 2025 and February 2, 2025, the Company recorded customer deposit liabilities in the amount of $ 11.6 million and $11.3 million respectively. During the thirteen weeks ended May 4, 2025 and May 5, 2024, the Company recognized $ 11.3 million and $8.3 million, respectively, related to customer deposits from fiscal 2025 and 2024, respectively.

The Company offers its products through an inventory lean omni-channel platform that provides a seamless and meaningful experience to its customers in showrooms, which include mobile concierge and kiosks, and through the internet. The Other channel predominantly represents net sales through the use of online and in store pop-up-shops, shop-in-shops, and barter inventory transactions. In store pop-up-shops and shop-in-shops are staffed with associates trained to demonstrate and sell our product. The following represents net sales disaggregated by channel:

	Thirteen weeks ended	
(amounts in thousands)	**May 4, 2025**	**May 5, 2024**
Showrooms	$ 96,470	$ 81,619
Internet	33,328	36,603
Other	8,575	14,421
Total net sales	$ 138,373	$ 132,643

The Company has no foreign operations and its net sales to foreign countries was less than 0.01% of total net sales for the thirteen weeks ended May 4, 2025 and May 5, 2024. The Company had no customers that comprise more than 10% of total net sales for the thirteen weeks ended May 4, 2025 and May 5, 2024.

See Note 9. Segment Information for sales disaggregated by product.

Barter Arrangements

The Company has a bartering arrangement with a third-party vendor. The Company repurposes returned open-box inventory in exchange for media credits, which are being used to support our advertising initiatives to create brand awareness and drive net sales growth. Barter transactions with commercial substance are recorded at a transaction price based on the estimated fair value of the non-cash consideration of the media credits to be received, and the revenue is recognized when control of inventory is transferred, which is when the inventory is picked up in our warehouse. Fair value is estimated using various considerations, including the cost of similar media advertising if transacted directly, the expected sales price of product given up in exchange for the media credits, and the expected usage of media credits prior to expiration based on forecasted media spend subject to media credits under the barter arrangement. The Company recognizes an asset for media credits which is subsequently evaluated for impairment at each reporting period for any changes in circumstances. As the barter credits are expected to be utilized at various dates through their expiration dates, the Company will classify the amount expected to be utilized in the next fiscal year as current, which is included in Prepaid expenses, with the remaining balance included as part of Other assets on the balance sheet.

The Company did not recognize any barter sales in exchange for media credits during the thirteen weeks ended May 4, 2025, compared to $4.0 million recognized during the thirteen weeks ended May 5, 2024. As of May 4, 2025 and February 2, 2025, the Company had $5.7 million and $5.3 million, respectively, of unused media credits expected to be utilized in the next fiscal year classified as current, and the remaining balance of $30.4 million and $31.4 million, respectively, classified as non-current. The credits expire from January through October 2034 and the Company expects to utilize all credits prior to expiration. The Company did not recognize any impairment during the thirteen weeks ended May 4, 2025 and May 5, 2024. The difference between the opening and closing balances of the Company's prepaid barter credit primarily results from the inventory exchanged for media credits during the period, offset by utilization of those credits.

Note 3. Income Taxes

For the thirteen weeks ended May 4, 2025 and May 5, 2024, the Company recorded an income tax benefit of $3.8 million and $4.2 million, respectively, which reflects an effective tax rate of 25.9% and 24.3%, respectively. The effective tax rate for the thirteen weeks ended May 4, 2025 and May 5, 2024 varies from the 21% federal statutory tax rate primarily due to state taxes.

The Company does not anticipate any material adjustments relating to unrecognized tax benefits within the next twelve months; however, the ultimate outcome of tax matters is uncertain and unforeseen results can occur. The Company had no material interest or penalties during the thirteen weeks ended May 4, 2025 and May 5, 2024, and does not anticipate any such items during the next twelve months. The Company's policy is to record interest and penalties directly related to uncertain tax positions as income tax expense in the condensed statements of operations.

Note 4. Basic and Diluted Net Income (Loss) Per Common Share

Basic net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of common shares outstanding during the period. Diluted net income per common share is computed by dividing net income by the weighted average number of common shares outstanding plus dilutive potential common shares, including unvested restricted stock units, stock options, and warrants. Diluted net income per common share includes, in periods in which they are dilutive, the effect of those potentially dilutive securities under the treasury stock method, where the average market price of the common stock exceeds the exercise prices for the respective periods. In periods of loss, there are no potentially dilutive common shares to add to the weighted average number of common shares outstanding.

(amounts in thousands, except per share data and share amounts)	Thirteen weeks ended May 4, 2025	Thirteen weeks ended May 5, 2024
Net loss	$ (10,840)	$ (12,960)
Weighted-average number of common shares outstanding, basic	14,792,080	15,537,823
Effect of dilutive securities[1]	—	—
Weighted-average number of common shares outstanding, diluted	14,792,080	15,537,823
Basic net loss per share	$ (0.73)	$ (0.83)
Diluted net loss per share	$ (0.73)	$ (0.83)

[1] The effect of dilutive securities includes unvested restricted stock units and stock options. For the thirteen weeks ended May 4, 2025 and May 5, 2024, unvested restricted stock units of 1,710,191 and 1,085,231, respectively, and the effects of 495,366 stock options outstanding were excluded from the computation of diluted net loss per share because their effect would have been anti-dilutive.

Note 5. Leases

Components of lease expense were as follows (in thousands):

	Thirteen weeks ended May 4, 2025	Thirteen weeks ended May 5, 2024
Operating lease expense	$ 9,302	$ 8,382
Variable and short term lease expense	973	1,202
Total lease expense	$ 10,275	$ 9,584

Variable lease expense includes percentage rent, maintenance, real estate taxes, insurance and other variable charges included in the lease as well as rental expenses related to short term leases.

During the thirteen weeks ended May 4, 2025 and May 5, 2024, we didnot recognize any impairment charges associated with showroom-level right-of-use assets.

Supplemental information related to our operating leases is as follows (in thousands):

(amounts in thousands)	Thirteen weeks ended May 4, 2025	Thirteen weeks ended May 5, 2024
Operating cash flow information:		
Amounts paid on operating lease liabilities	$ 9,411	$ 8,013
Non-cash activities:		
Right-of-use assets obtained in exchange for lease obligations	$ 12,232	$ 9,673
Weighted average remaining lease term - operating leases	7.2 years	7.3 years
Weighted average discount rate - operating leases	5.38 %	5.00 %

Note 6. Commitments and Contingencies

Legal Proceedings

We are subject to legal proceedings and claims that arise in the ordinary course of business, as well as certain other non-ordinary course proceedings, claims and investigations, as described below. We make a provision for a loss contingency when it is both probable that a material liability has been incurred and the amount of the loss can be reasonably estimated. If only a range of estimated losses can be determined, we accrue an amount within the range that, in our judgment, reflects the most likely outcome; if none of the estimates within that range is a better estimate than any other amount, we accrue the low end of the range. For proceedings in which an unfavorable outcome is reasonably possible but not probable and an estimate of the loss or range of losses arising from the proceeding can be made, we disclose such an estimate, if material. If such a loss or range of losses is not reasonably estimable, we disclose that fact. We review any such loss contingency provisions at least quarterly and adjust them to reflect the impacts of negotiations, settlements, rulings, advice of legal counsel and other information and events pertaining to a particular case. We recognize insurance recoveries, if any, when they are probable of receipt. All associated costs due to third-party service providers and consultants, including legal fees, are expensed as incurred. Legal proceedings are inherently unpredictable. It is possible that our consolidated financial position, results of operations or cash flows could be materially negatively affected in any particular period by an unfavorable resolution of one or more of such legal proceedings.

On July 29, 2024, a putative shareholder derivative action captioned *Getz v. Nelson*, No. 3:24-cv-1260, was filed in the United States District Court for the District of Connecticut on behalf of the Company against certain of its current and former officers and directors. Two similar shareholder derivative actions, captioned *Valle v. Dellomo*, No. 3:24-cv-1327, and *McKinnon v. Nelson*, No. 3:24-cv-1343, were filed in the same court against the same defendants on August 19, 2024, and August 21, 2024, respectively. The cases assert claims on behalf of the Company for breach of fiduciary duty, violations of the Exchange Act, unjust enrichment, corporate waste, and aiding and abetting primary violations. The factual allegations underlying those claims are similar to those alleged in the securities class action. The plaintiffs seek, among other things, an unspecified amount of damages and attorneys' fees, expert fees, and other costs. On September 20, 2024, the Court consolidated the three lawsuits under the caption *In re The Lovesac Company Derivative Litigation*, Lead Case No. 3:24-cv-01260-VAB (i.e., the "Derivative Action"). On May 19, 2025, the parties signed a definitive agreement to settle the Derivative Action. On June 2, 2025, plaintiffs' counsel filed an unopposed motion seeking preliminary approval of the settlement. On June 3, 2025, the Court granted the motion for preliminary approval. A final approval hearing has been set for October 1, 2025. If the Court approves the settlement, the Company will implement certain governance reforms and will pay plaintiffs' attorneys' fees and expenses. The Company does not expect the settlement to have a material impact to the financial statements.

On March 21, 2024, a putative class action complaint related to the Company's pricing was filed against the Company. The lawsuit, captioned *Nguyen v. The Lovesac Company*, was filed in the Superior Court of California, County of Sacramento, and was removed to the United States District Court for the Eastern District of California. The complaint generally alleges that the Company falsely advertised discounts on certain products. The plaintiff seeks, among other things, an unspecified amount of monetary damages, including treble damages, punitive damages, injunctive relief related to the Company's sales practices, and attorneys' fees, expert fees, and other expenses. On June 24, 2024, the Company filed a motion to dismiss. On July 15, 2024, the plaintiff filed an amended complaint. On August 12, 2024, the Company filed a motion to dismiss the plaintiff's amended complaint. On November 26, 2024, the court entered an order to stay all proceedings in the case in light of a mediation of the dispute scheduled for January 23, 2025. The parties were unable to come to an agreement at the January 23, 2025 mediation. On February 7, 2025, the court unstayed the proceedings in the case for the purpose of ruling on the Company's pending motion to dismiss. On March 28, 2025, the court granted the Company's motion to dismiss with leave to amend, but dismissed Plaintiff's request for equitable relief, including injunctive relief, without leave to amend.. On April 18, 2025, the plaintiff filed a second amended complaint. On June 2, 2025, the Company filed a motion to dismiss the plaintiff's second amended complaint. At this time, we are unable to reasonably estimate the possible loss or range of loss from this proceeding.

Note 7. Financing Arrangements

Revolving Line of Credit

On February 6, 2018, the Company established a $25.0 million line of credit with Wells Fargo Bank, National Association ("Wells"). On March 25, 2022, the Company amended the credit agreement to extend the maturity date to March 25, 2024, and among other things, increase the maximum revolver commitment from $25.0 million to $40.0 million, subject to borrowing base and availability restrictions. Availability is based on eligible accounts receivable and inventory. The

amended agreement contains a financial covenant that requires us to maintain undrawn availability under the credit facility of at least 10% of the lesser of (i) the aggregate commitments in the amount of $40.0 million and (ii) the amounts available under the credit facility based on eligible accounts receivable and inventory. Our credit agreement includes a $1.0 million sublimit for the issuance of letters of credit and a $4.0 million sublimit for swing line loans.

On March 24, 2023, the Company amended the credit agreement to extend the maturity date to September 30, 2024. On July 29, 2024, the Company amended the credit agreement to, among other things, add an uncommitted accordion feature that allows the Company, subject to certain customary conditions, increase the size of the revolving credit facility by $10.0 million and extend the maturity date of the loans made under the credit agreement from September 30, 2024 to July 29, 2029.

As of May 4, 2025 and February 2, 2025, the Company's borrowing availability under the line of credit with Wells was $36.0 million and $32.6 million, respectively, and there were no borrowings outstanding on this line of credit.

Note 8. Stockholders' Equity

Equity Incentive Plan

The Company adopted the Second Amended and Restated 2017 Equity Incentive Plan (the "2017 Equity Plan") which provides for awards in the form of stock options, stock appreciation rights, restricted stock awards, restricted stock units, performance shares, performance based restricted stock units, cash-based awards and other stock-based awards. All awards shall be granted within 10 years from the effective date of the 2017 Equity Plan. In fiscal 2025, the 2017 Equity Plan was amended to increase the shares of our common stock authorized and reserved for issuance by 1,100,000 shares, which increased the number of shares of common stock reserved for issuance under the 2017 Equity Plan to 3,979,889 shares of common stock.

Time-Based Restricted Stock Units

Time-based restricted stock units ("RSU awards") granted under the 2017 Equity Plan are generally subject to only a service-based vesting condition. RSU awards vest equally over three years on the anniversary date of the grant date if employed at the time of vesting. The valuation of these RSU awards is based solely on the fair value of the Company's stock on the date of grant.

Performance Based Restricted Stock Units

Performance based restricted stock units ("PSU awards") granted under the 2017 Equity Plan are generally subject to both a service-based vesting condition and a performance-based vesting condition. PSU awards will vest upon the achievement of specified performance targets and subject to continued service through the applicable vesting dates. The stock-based compensation expense relating to PSU awards is recognized over the requisite service period when it is probable that the performance condition will be satisfied

Stock Options

In June 2019, the Company granted 495,366 non-statutory stock options to certain officers of the Company with an exercise price of $38.10 per share. The market condition was met on June 5, 2021, which was the date on which the average closing price of the Company's common stock had been at least $75 for 40 consecutive trading days. The options vested and became exercisable on June 5, 2022 as the officers were still employed on that date. All expenses associated with the stock options were recognized in prior years.

There were no stock options issued, exercised, or expired and canceled for the thirteen weeks ended May 4, 2025 and May 5, 2024. As of May 4, 2025, 495,366 stock options remain outstanding with a weighted average exercise price of $38.10, a weighted average remaining contractual life of 4.1 years, and no intrinsic value. As of May 5, 2024, 495,366

stock options remain outstanding with a weighted average exercise price of $38.10, a weighted average remaining contractual life of 5.1 years and no intrinsic value.

Time and Performance Based Restricted Stock Units

The following table summarizes the Company's RSU and PSU awards activity during the thirteen weeks ended May 4, 2025 and May 5, 2024:

	Number of shares	Weighted average grant date fair value
Unvested at February 2, 2025	1,289,002	$ 24.20
Granted	649,743	19.69
Forfeited	(121,782)	32.24
Vested	(106,772)	25.97
Unvested at May 4, 2025	1,710,191	$ 21.80

	Number of shares	Weighted average grant date fair value
Unvested at February 4, 2024	1,032,408	$ 31.41
Granted	478,082	18.86
Forfeited	(369,098)	34.47
Vested	(56,161)	33.89
Unvested at May 5, 2024	1,085,231	$ 24.71

For the thirteen weeks ended May 4, 2025 and May 5, 2024, the Company recognized equity based compensation expense of $2.5 million and $1.2 million, respectively.

The total unrecognized equity-based compensation cost related to unvested RSU and PSU awards was approximately $27.4 million as of May 4, 2025 and will be recognized in operations over a weighted average period of 2.6 years.

In March 2023, Shawn Nelson, our Chief Executive Officer, received a one-time performance and retention long-term incentive grant of 235,000 Restricted Stock Units (the "RSU Grant") pursuant to the 2017 Equity Plan and Mr. Nelson's Restricted Stock Units Agreement and Grant Notice (the "RSU Agreement"). The RSU Grant vests on the later to occur of (i) the fifth anniversary of the date of grant so long as, (x) on or prior to such date (subject to certain limited extensions), the Company has achieved a specified level of performance with respect to share price and net sales, and (y) Mr. Nelson remains in continuous service with the Company as Chief Executive Officer through such date; or (ii) if the specified level of performance with respect to net sales is not achieved on or prior to the fifth anniversary of the date of grant, but the other conditions in subclause (i) are achieved, the first date that such specified level of performance with respect to net sales is achieved, so long as it is achieved on or prior to the seventh anniversary of the date of grant and so long as Mr. Nelson remains in continuous service with the Company through such date. Except in the event of termination of employment as defined in the 2017 Equity Plan, the RSU Grant will be settled in shares of common stock of the Company on the first anniversary of the applicable vesting date. The RSU grant was valued using a Monte Carlo simulation model to account for the path dependent market conditions that stipulate when and whether or not the options shall vest. The expense will be recognized on a straight-line basis over the longest of the derived, explicit, or implicit service period.

Share Repurchase Program

On June 11, 2024, our Board of Directors approved a $40.0 million share repurchase program. Under the share repurchase program, we may repurchase shares from time to time in the open market, privately negotiated transactions and accelerated share repurchase. The timing, volume and nature of share repurchases, if any, will be at our sole discretion and will be dependent on market conditions, liquidity, applicable securities laws, and other factors. We may suspend or discontinue the share repurchase program at any time. The exact number of shares to be repurchased by the Company, if any, is not guaranteed. Depending on market conditions and other factors, these repurchases may be commenced or suspended at any time or periodically without prior notice.

During the thirteen weeks ended May 4, 2025, we repurchased and subsequently retired 306,325 shares of common stock for $6.0 million, including broker commissions and fees. The Inflation Reduction Act imposed a nondeductible 1% excise tax on the net value of stock repurchases. During the thirteen weeks ended May 4, 2025, the excise tax on net share repurchases was not material.

As of May 4, 2025, we had $14.1 million available to repurchase shares pursuant to the share repurchase program.

Note 9. Segment Information

Segments are reflective of how the chief operating decision maker ("CODM") reviews operating results for the purpose of allocating resources and assessing performance. The CODM group of the Company is comprised of the Chief Executive Officer and the President.

The Company markets and sells its products through an omni-channel platform that provides a seamless and meaningful experience to its customers across multiple channel. The Company has one operating segment which aligns with the way our CODM group evaluates performance and allocates resources within the Company. As the Company's products and sales channels are complementary and analyzed in the same manner, the Company operates its business as one operating segment and therefore it has one reportable segment.

The CODM group regularly receives financial information presented on an entity-wide basis. The CODM group uses net sales and net income (loss) as reported on the condensed statements of operations to allocate resources, assess performance of our business, and evaluate earnings generated in deciding where to reinvest profits into its single reportable segment. Net sales and net income (loss) are used to monitor budget versus actual results. The significant expenses considered by the CODM group in evaluating the performance of our business are consistent with the financial information included on the Company's condensed statements of operations. There are no additional expense categories and amounts that meet the definition of significant expense items that are regularly provided to the CODM group and included in net income (loss). The CODM group may also evaluate financial performance based on net income (loss) adjusted for certain items that are unusual and non-recurring. While management uses these additional adjusted metrics in assessing and allocating resources to our business, management recognizes that US GAAP principles are the basis of our performance.

The Company’s net sales by product which are considered one reportable segment are as follows:

	Thirteen weeks ended	
(amounts in thousands)	**May 4, 2025**	**May 5, 2024**
Sactionals	$ 127,321	$ 121,819
Sacs	9,427	8,863
Other	1,625	1,961
Total net sales	$ 138,373	$ 132,643

Interest income, net is as follows:

	Thirteen weeks ended	
(amounts in thousands)	**May 4, 2025**	**May 5, 2024**
Interest income, net[(1)]	$ 327	$ 744

(1) Interest income, net is included in Interest and other income, net on the statements of operations.

As the Company discloses a single reportable segment, total net sales is reported in the condensed statements of operations, segment assets are reported in the condensed balance sheets, and capital expenditures are reported in the condensed statements of cash flows. The Company has material long-lived assets, as stated on the condensed balance sheet, with immaterial long-lived assets located in foreign countries. The accounting policies of the reported segment are the same as those described in Note 1 to our financial statements included in our Annual Report on Form 10-K.

Refer to Note 2. Revenue Recognition for additional information on our sales channels, geographic areas, and major customers.

Note 10. Subsequent Events

Best Buy

On June 11, 2025, The Lovesac Company (the "Company") informed its employees that the Company approved a plan that would reduce operating costs and continue to advance the Company's ongoing commitment to profitability. According to this plan, the Company has discontinued its partnership with Best Buy and intends to wind down the Best Buy shop-in-shop locations (the "Exit"). This decision was made to align with the Company's broader strategic initiative of acceleration of the Company's physical and ecommerce presence. The Exit would result in a reduction of the Company's workforce by approximately 8%, consisting of certain employees that serviced the Best Buy shop-in-shop locations subject to local law and the Company's business needs. The Exit, including the closure of the Best Buy shop-in-shops and the resulting reduction in workforce, is expected to be substantially completed by the third quarter of fiscal 2026. The Company expects to incur costs in the range of $1.7 million to $2.1 million in connection with the Exit and reduction in workforce, which consists of non-cash impairment charges, severance and other one-time employee termination benefit expenses, and decommissioning of the Best Buy shop-in-shop locations, which the Company expects to recognize primarily in the third quarter of fiscal year 2026.

The foregoing estimated costs that the Company expects to incur in connection with the Exit are contingent upon a number of assumptions, and actual results may differ from these estimates. The Company may also incur additional costs not currently contemplated due to events that may occur as a result of, or that are associated with, the Exit.

CEO Grant

On June 10, 2025, the Compensation Committee of the Board of Directors approved a $1.5 million performance-based cash incentive award for the Company's Chief Executive Officer. The award is contingent upon achievement of multiple new product launches and related net sales performance targets during fiscal 2026, 2027 and 2028. Upon achievement of each target, Mr. Nelson is entitled to one third of the award payable in the year earned, subject to certification by the Compensation Committee. If the targets are not met during the applicable fiscal year of the performance period, one third of the award is forfeited. As of the date of this filing, the targets have not yet been achieved.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our unaudited condensed financial statements and related notes appearing elsewhere in this Quarterly Report on Form 10-Q and our Annual Report on Form 10-K for the fiscal year ended February 2, 2025. As discussed in the section titled "Forward-Looking Statements," the following discussion and analysis contains forward-looking statements that involve risks and uncertainties, as well as assumptions that, if they never materialize or prove incorrect, could cause our results to differ materially from those expressed or implied by such forward-looking statements. Factors that could cause or contribute to these differences include, but are not limited to, those identified in the Forward-Looking Statements section herein and those discussed in the section titled "Risk Factors" under Part I, Item 1A in our Annual Report on Form 10-K.

We operate on a 52 or 53-week fiscal year that ends on the Sunday closest to February 1. Each fiscal year generally is comprised of four 13-week fiscal quarters, although in the years with 53 weeks, the fourth quarter represents a 14-week period. The fiscal year ended February 1, 2026 will consist of 52 weeks.

Overview

We are a technology driven company that designs, manufactures and sells unique, high quality furniture derived through our proprietary "Designed for Life" approach which results in products that are built to last a lifetime and designed to evolve as our customers' lives do. Our current product offering is comprised of modular couches called Sactionals, premium foam beanbag chairs called Sacs, the surround sound home theater system called StealthTech, and the most recently launched PillowSac™ Accent Chair and Sactionals Reclining Seat. Innovation is at the center of our design philosophy with all of our core products protected by a robust portfolio of utility patents. We market and sell our products through an omni-channel platform that includes direct-to-consumer touch points in the form of our own showrooms, which include our mobile concierge and kiosks, and online directly at www.lovesac.com. We believe that our ecommerce centric approach, coupled with our ability to deliver our large upholstered products through express couriers, is unique to the furniture industry.

Macroeconomic Factors

There are a number of macroeconomic factors and uncertainties affecting the overall business environment and our business, including fluctuations in inflation, elevated interest rates, housing market conditions, consumer debt and available credit, increased tariff and trade restrictions, global conflicts and uncertainties in the global financial markets. These factors have a negative impact on us and the markets in which we operate, including the potential for an economic recession, a continued downturn in the housing market, and a reduction in consumer discretionary spending. We believe that these macroeconomic factors have contributed to the slowdown in demand that we have experienced in our business which may continue in future periods.

Product Overview

Our products serve as a set of building blocks that can be rearranged, restyled and re-upholstered for any new setting or occasion, mitigating constant changes in fashion and style. They are built to last and evolve throughout a customer's life.

- **Sactionals**. Our Sactional product line currently represents a majority of our net sales. We believe our Sactionals platform is unlike competing products in its adaptability yet is comparable aesthetically to similarly priced premium couches and sectionals. Our Sactional products include a number of patented features relating to their geometry and modularity, coupling mechanisms and other features. Utilizing primarily two, standardized pieces, "seats" and "sides," and approximately 200 high quality, tight-fitting cover options that are removable, washable, and changeable, customers can create numerous permutations of a sectional couch with minimal effort. Customization is further enhanced with our specialty-shaped modular offerings, such as our wedge seat, roll arm and angled sides. In September 2024, we launched the AnyTable™, a versatile table that seamlessly enhances any Sactionals living space, and in November 2024, we launched the Sactionals Reclining Seat, an innovation that integrates advanced reclining technology and delivers unparalleled comfort and flexibility while maintaining the sleek, sophisticated aesthetic of our Sactionals. Our custom features and accessories can be added easily and quickly to a Sactional to meet endless design, style, storage and utility preferences, reflecting our Designed for Life philosophy. Sactionals are built to meet the highest durability and structural standards applicable to fixed couches. Sactionals are comprised of standardized units and we guarantee their compatibility over time, which we believe is a major pillar of their value proposition to the consumer. Our Sactionals represented 92.0% and 91.8% of our net sales for the thirteen weeks ended May 4, 2025 and May 5, 2024, respectively.

  Our Sactionals StealthTech Sound + Charge product line complements our Sactionals as a unique innovation that features immersive surround sound by Harman Kardon and convenient wireless charging, all seamlessly embedded and hidden inside the adaptable Sactionals platform. The system includes two Sound + Charge Sides each with embedded front- and rear-firing Harman Kardon speakers, a Subwoofer that easily integrates into a Sactionals Seat Frame and a Center Channel, all working in unison to deliver captivating surround sound that is completely hidden from view. In May 2023, we introduced Satellite Subwoofers as an add-on to the Sound + Charge System. The Satellite Subwoofer is an upgrade to the existing StealthTech setup and enhances the bass and overall entertainment experience. In November 2024, we launched the StealthTech Charge Side, integrating wireless device charging into our Sactionals Sides without the need for our sound system.

- **Sacs**. We believe that our Sacs product line is a category leader in oversized beanbags. The Sac product line offers 5 different sizes ranging from 35 pounds to 95 pounds with capacity to seat 3+ people on the larger model Sacs. Filled with Durafoam, a proprietary blend of shredded foam, Sacs provide serene comfort and guaranteed durability. Their removable covers are machine washable and may be easily replaced with a wide selection of cover offerings. In May 2024, we launched the PillowSac™ Accent Chair Frame, an accessory that elevates the style and comfort of our existing PillowSac. Our Sacs represented 6.8% and 6.7% of our net sales for the thirteen weeks ended May 4, 2025 and May 5, 2024, respectively.

- **Other.** Our Other product line enhances the versatility of our Sacs and Sactionals, catering to the evolving demands and preferences of our customers. Our current offerings also include Sactional-specific drink holders, Footsac blankets, decorative pillows, fitted seat tables, ottomans in various styles and finishes, and the unique Sactionals Power Hub. These products provide our customers with the flexibility to personalize their furnishings with both decorative and practical add-ons, ensuring they can adapt to meet changing style preferences.

Sales Channels

We offer our products through an omni-channel platform that provides a seamless and meaningful experience to our customers online and in-store. Our distribution strategy allows us to reach customers through three distinct, brand-enhancing channels.

- **Showrooms**. We market and sell our products through 267 showroom locations at top tier malls, lifestyle centers, mobile concierge, kiosk, and street locations in 43 states in the U.S. We carefully select the best small-footprint showroom locations in high-end malls and lifestyle centers for our showrooms. Compared to traditional retailers, our showrooms require significantly less square footage because of our need to have only a few in-store sample

configurations for display and our ability to stock our inventory for immediate sale. The architecture and layout of these showrooms is designed to communicate our brand personality and key product features. Our goal is to educate first-time customers, creating an environment where people can touch, feel, read, and understand the technology behind our products. Our showroom concept emphasizes our unique product platform and utilizes technology in more experiential ways to increase traffic and net sales. Net sales generated by this channel accounted for 69.7% and 61.5% of total net sales for the thirteen weeks ended May 4, 2025 and May 5, 2024, respectively.

- **Ecommerce**. Through our ecommerce channel, we believe we are able to significantly enhance the consumer shopping experience for home furnishings, driving deeper brand engagement and loyalty, while also realizing more favorable margins than our showroom locations. We believe our robust technological capabilities position us well to benefit from the growing consumer preference to transact at home and via mobile devices. With furniture especially suited to ecommerce applications, our net sales generated by this channel accounted for 24.1% and 27.6% of total net sales for the thirteen weeks ended May 4, 2025 and May 5, 2024, respectively.

- **Other touchpoints**. We augment our showrooms with other touchpoint strategies including online and in store pop-up-shops, shop-in-shops, and barter inventory transactions.

    - **In store and online pop-up-shops**. We utilize in store pop-up-shops to increase the number of locations where customers can experience and purchase our products, a low cost alternative to drive brand awareness, in store net sales, and ecommerce net sales. These in store pop-up-shops are typically 10-day shows and are staffed similarly to our showrooms with associates trained to demonstrate and sell our products and promote our brand. For the thirteen weeks ended May 4, 2025 and May 5, 2024, we operated 171 and 120 in store pop-up-shops, respectively, and 2 and 3 online pop-up-shops on Costco.com, respectively.

    - **Shop-in-shops**. Shop-in-shops are designed to be in permanent locations carrying the same digital technology of our showrooms and are also staffed with associates trained to demonstrate and sell our products. Shop-in-shops require less capital expenditure to open a productive space to drive brand awareness and touchpoint opportunities for demonstrating and selling our products. As of May 4, 2025 and May 5, 2024, we operated 49 and 51 Best Buy shop-in-shops, respectively. In June 2025, the Company discontinued its partnership with Best Buy and intends to wind down the shop-in-shop locations. The Company expects to be substantially complete by the third quarter of fiscal year 2026. Refer to Note 10. Subsequent Events, contained in the Condensed Notes to Financial Statements in Item 1 of Part 1 of this Quarterly Report on Form 10-Q for a full description of the termination and our expectation of the impact, if any, on our results of operations and financial condition.

    - **Barter inventory transactions**. Our barter inventory transactions with a third party vendor are part of our Circle Operations ("CO"), Designed for Life, and Environmental, Social and Governance ("ESG") initiatives. CO is a way of doing business that is meant to reduce our footprint, while dramatically extending the life of products through more looped, localized, long-term, and sustainable practices, policies, and programs. We repurpose returned open-box inventory in exchange for media credits, which are being used to support our advertising initiatives to create brand awareness and drive net sales growth.

Other net sales which includes pop-up-shop sales, shop-in-shop sales, and barter inventory transactions accounted for 6.2% and 10.9% of our total net sales for the thirteen weeks ended May 4, 2025 and May 5, 2024, respectively.

How We Assess the Performance of Our Business

We consider a variety of financial and operating measures, including the following, to evaluate our business, measure our performance, identify trends affecting our business, formulate business plans, and make strategic decisions.

Net Sales

Net sales reflect our sale of merchandise plus shipping and handling revenue less returns and discounts. Net sales made at Company operated showrooms, including shop-in-shops and pop-up-shops, and via the web are recognized, typically at the point of transference of title when the goods are shipped.

Omni-channel Comparable Net Sales

Omni-channel comparable net sales is a measure that highlights the performance of our existing locations and websites by measuring the change in net sales for a period over the comparable prior-period of equivalent length. Comparable net sales includes sales at all retail locations and online, open greater than 12 months (including remodels and relocations) and excludes closed stores. Comparable net sales is intended only as supplemental information and is not a substitute for net sales presented in accordance with GAAP.

New Customer

We define a customer as new when the customer has completed a transaction at Lovesac either at a showroom or internet channel only for the first time.

Cost of Merchandise Sold

Cost of merchandise sold includes the direct cost of sold merchandise; inventory shrinkage; inventory adjustments due to obsolescence, including excess and slow-moving inventory and lower of cost or net realizable value reserves; inbound freight; freight costs to ship merchandise to our showrooms, and warehousing and all logistics costs associated with shipping product to our customers. Certain competitors and other retailers may report gross profit differently than we do, by excluding from gross profit some or all of the costs related to their distribution network and instead including them in selling, general and administrative expenses. As a result, the reporting of our gross profit and profit margin may not be comparable to other companies.

The primary drivers of our cost of merchandise sold are raw materials costs, labor costs in the countries where we source our merchandise, and logistics costs. We expect gross profit to increase to the extent that we successfully grow our net sales and continue to realize scale economics with our manufacturing partners. We review our inventory levels on an ongoing basis in order to identify slow-moving merchandise and use product markdowns to efficiently sell these products. The timing and level of markdowns are driven primarily by customer acceptance of our merchandise.

Gross Profit

Gross profit is equal to our net sales less cost of merchandise sold. Gross profit as a percentage of our net sales is referred to as gross margin.

Selling, General and Administrative Expenses

Selling, general and administrative expenses include all operating costs, other than advertising and marketing expense and depreciation and amortization, not included in cost of merchandise sold. These expenses include all payroll and payroll-related expenses; showroom expenses, including occupancy costs related to showroom operations, such as rent and common area maintenance; occupancy and expenses related to many of our operations at our headquarters, including utilities, equity based compensation, financing related expense; public company expenses; customer financing fees; and credit card transaction fees. Selling, general and administrative expenses as a percentage of net sales is usually higher in lower volume quarters and lower in higher volume quarters because a significant portion of the costs are relatively fixed.

Historically, our revenue growth has been accompanied by increased selling, general and administrative expenses. The most significant components of these increases are payroll and rent costs. We expect these expenses to increase as we grow our business. We expect to leverage total selling, general and administrative expenses as a percentage of net sales as net sales volumes continue to grow. We expect to continue to invest in infrastructure to support the Company's growth. Our continued infrastructure investments include research and development costs on our existing and future products and foundational technology investments to support our continued growth. These investments will lessen the impact of expense leveraging during the period of investment with the greater impact of expense leveraging happening after the period of investment. However, total selling, general and administrative expenses generally will leverage during the periods of investments with the greatest leverage occurring within the fourth quarter.

Advertising and Marketing Expense

Advertising and marketing expense include digital, social, and traditional advertising and marketing initiatives, that cover all of our business channels. Advertising and marketing expenses are projected to rise as the Company drives net sales growth, supported by ongoing investments in these areas and careful monitoring to ensure efficient resource allocation.

Results of Operations

The following tables summarize key components of our results of operations for the thirteen weeks ended May 4, 2025 and May 5, 2024:

	Thirteen weeks ended		Thirteen weeks ended	
	May 4, 2025	**May 5, 2024**	**May 4, 2025**	**May 5, 2024**
	(in thousands)		*(Percentage of net sales)*	
Net sales				
Showrooms	$ 96,470	$ 81,619	69.7 %	61.5 %
Internet	33,328	36,603	24.1 %	27.6 %
Other	8,575	14,421	6.2 %	10.9 %
Total net sales	138,373	132,643	100.0 %	100.0 %
Cost of merchandise sold	64,003	60,598	46.3 %	45.7 %
Gross profit	74,370	72,045	53.7 %	54.3 %
Operating expenses:				
Selling, general and administrative expenses	67,117	68,403	48.5 %	51.6 %
Advertising and marketing	18,594	17,996	13.4 %	13.6 %
Depreciation and amortization	3,613	3,502	2.6 %	2.6 %
Total operating expenses	89,324	89,901	64.5 %	67.8 %
Operating loss	(14,954)	(17,856)	(10.8)%	(13.5)%
Interest and other income, net	325	744	0.2 %	0.6 %
Net loss before taxes	(14,629)	(17,112)	(10.6)%	(12.9)%
Income tax benefit	3,789	4,152	2.7 %	3.1 %
Net loss	$ (10,840)	$ (12,960)	(7.9)%	(9.8)%

Other Operational Data

Our recent showroom growth is summarized in the following table:

	Thirteen weeks ended	
Showroom Count:	**May 4, 2025**	**May 5, 2024**
Showrooms open at beginning of period	257	230
Showrooms opened	11	24
Showrooms closed	(1)	(8)
Showrooms open at end of period[1]	267	246
Showroom remodels	1	—

[1] Showrooms open at the end of the period include 1 kiosk and 2 mobile concierges as of May 4, 2025, and May 5, 2024.

Thirteen weeks ended May 4, 2025 compared to the thirteen weeks ended May 5, 2024

Net sales

Net sales increased $5.8 million, or 4.3%, in the thirteen weeks ended May 4, 2025 compared to the prior year period driven by an increase of 2.8% in omni-channel comparable net sales and new showroom openings. New customers increased by 1.2% in the thirteen weeks ended May 4, 2025 compared to a decrease of 5.7% in the prior year period.

Showroom net sales increased $14.9 million, or 18.2%, in the thirteen weeks ended May 4, 2025 compared to the prior year period.

Internet net sales (sales made directly to customers through our ecommerce channel) decreased $3.3 million, or 8.9%, in the thirteen weeks ended May 4, 2025 compared to the prior year period.

Other net sales, which include pop-up-shop sales, shop-in-shop sales, and barter inventory transactions decreased $5.8 million, or 40.5%, in the thirteen weeks ended May 4, 2025 compared to the prior year period. The decrease was primarily attributable to the Company’s decision not to engage in any barter transactions during the current period.

Gross profit

Gross profit increased $2.4 million, or 3.2% in the thirteen weeks ended May 4, 2025 compared to the prior year period. Gross margin decreased 60 basis points to 53.7% of net sales in the thirteen weeks ended May 4, 2025 from 54.3% of net sales in the prior year period primarily driven by a decrease of 230 basis points in product margin driven by higher promotional discounting, partially offset by decreases of 130 basis points in inbound transportation costs and 40 basis points in outbound transportation and warehousing costs.

Selling, general and administrative (SG&A) expenses

SG&A expenses decreased $1.3 million, or 1.9%, in the thirteen weeks ended May 4, 2025 compared to the prior year period. The decrease was primarily related to decreases of $3.8 million in professional fees and insurance matters, $0.9 million in credit card fees, $0.7 million in computer expense, and $0.3 million in other overhead costs, partially offset by increases of $2.2 million in payroll, $1.3 million in equity-based compensation, and $0.9 million in rent. As a percentage of net sales, SG&A was 48.5% for the thirteen weeks ended May 4, 2025 compared to 51.6% in the prior year period.

Advertising and marketing expenses

Advertising and marketing expenses increased $0.6 million, or 3.3%, in the thirteen weeks ended May 4, 2025 compared to the prior year period. Advertising and marketing expenses were 13.4% of net sales in the thirteen weeks ended May 4, 2025 compared to 13.6% of net sales in the prior year period.

Depreciation and amortization expenses

Depreciation and amortization expenses increased $0.1 million, or 3.2%, in the thirteen weeks ended May 4, 2025 compared to the prior year period primarily driven by capital investments for new showrooms.

Interest and other income, net

Interest and other income, net was $0.3 million for the thirteen weeks ended May 4, 2025 compared to $0.7 million in the prior year period. The decrease in interest income was primarily the result of lower cash deposits in the Company's interest-bearing bank accounts combined with lower interest rates.

Income tax benefit

Income tax benefit was $3.8 million for the thirteen weeks ended May 4, 2025, compared to $4.2 million in the prior year period. The change in benefit is primarily driven by a lower net loss before taxes.

Liquidity and Capital Resources

General

Our business relies on cash flows from operations, our revolving line of credit (see "Revolving Line of Credit" below) and securities issuances as our primary sources of liquidity. At May 4, 2025, we had $26.9 million in cash and cash equivalents. Our primary cash needs are for marketing and advertising, inventory, payroll, showroom rent, capital expenditures associated with opening new showrooms and updating existing showrooms, as well as infrastructure and information technology. We periodically use cash to repurchase shares of our common stock under our share repurchase program. The most significant components of our working capital are cash and cash equivalents, merchandise inventory, prepaid expenses, accounts payable, accrued expenses, customer deposits, and other current liabilities. We believe that cash expected to be generated from operations, the availability under our revolving line of credit and our existing cash balances are sufficient to meet working capital requirements and anticipated capital expenditures for at least the next 12 months.

Capital Expenditures

Historically, we have invested significant capital expenditures in opening new showrooms and updating existing showrooms. These capital expenditures have increased in the past and may continue to increase in future periods as we open additional showrooms. Capital expenditures are anticipated to support our showroom growth, including capital outlays for leasehold improvements, fixtures and equipment, and the construction of new showrooms. Cash paid for capital expenditures was $8.7 million in the thirteen weeks ended May 4, 2025.

Cash Flow Analysis

A summary of operating, investing, and financing activities during the periods indicated are shown in the following table:

Condensed Statement of Cash flow Data:

	Thirteen weeks ended	
(amounts in thousands)	**May 4, 2025**	**May 5, 2024**
Net cash used in operating activities	$ (41,377)	$ (7,014)
Net cash used in investing activities	(8,701)	(7,304)
Net cash used in financing activities	(6,756)	(356)
Net change in cash and cash equivalents	(56,834)	(14,674)
Cash and cash equivalents at the end of the period	26,900	72,362

Net cash used in operating activities

Cash from operating activities consists primarily of net income adjusted for certain non-cash items, including depreciation and amortization, equity-based compensation, non-cash lease expense, and deferred income taxes and the effect of changes in working capital and other activities.

Net cash used in operating activities was $41.4 million in the thirteen weeks ended May 4, 2025, compared to $7.0 million in the prior year period, primarily driven by changes in working capital related to timing of payments to vendors.

Net cash used in investing activities

Investing activities consist primarily of investments related to capital expenditures for new showroom openings and the acquisition of intangible assets.

For the thirteen weeks ended May 4, 2025 and May 5, 2024, net cash used in investing activities were $8.7 million and $7.3 million, respectively, primarily driven by one-time capital expenditures related to our new corporate office and continued investments in new showrooms.

Net cash used in financing activities

Financing activities consist primarily of repurchases of our common stock, taxes paid for the net settlement of equity awards and payment of deferred financing costs.

For the thirteen weeks ended May 4, 2025 and May 5, 2024, net cash used in financing activities was $6.8 million and $0.4 million, respectively, mainly due to the repurchase of our common stock and taxes paid for the net share settlement of equity awards.

Revolving Line of Credit

On March 25, 2022, we amended our existing credit agreement providing for an asset-based revolving credit facility with the lenders party thereto, and Wells Fargo Bank, National Association, ("Wells Fargo Bank"), as administrative agent. The maturity date of our credit agreement was extended to March 25, 2024 and, among other things, the maximum revolver commitment was increased from $25.0 million to $40.0 million, subject to borrowing base and availability restrictions.

On March 24, 2023, we amended the credit agreement to extend the maturity date to September 30, 2024. On July 29, 2024, we amended the credit agreement to add an uncommitted accordion feature that allows the Company, subject to certain customary conditions, to increase the size of the revolving credit facility by $10 million and, among other things, extend the maturity date of the loans made under the Amendment from September 30, 2024 to July 29, 2029.

For additional information regarding our line of credit with Wells Fargo Bank, see Note 7. Financing Arrangements. As of May 4, 2025 and February 2, 2025, the Company’s borrowing availability under the line of credit was $36.0 million and $32.6 million, respectively, and there were no outstanding borrowings under our credit facility.

Share Repurchase

On June 11, 2024, our board of directors authorized a share repurchase program for up to $40.0 million of shares of our common stock. Under the share repurchase program, we may repurchase shares from time to time in the open market, privately negotiated transactions and accelerated share repurchase. The timing, volume and nature of share repurchases, if any, will be at our sole discretion and will be dependent on market conditions, liquidity, applicable securities laws, and other factors. We may suspend or discontinue the share repurchase program at any time. We plan on funding any repurchases in the future with our current cash and cash equivalents and future cash flows.

As of May 4, 2025, we had $14.1 million available to repurchase shares pursuant to the share repurchase program. For additional information, see Note 8. Stockholders' Equity in the notes to the condensed financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Off Balance Sheet Arrangements

We have no material off balance sheet arrangements as of May 4, 2025, except for employment agreements entered in the ordinary course of business.

Critical Accounting Policies and Estimates

The discussion and analysis of financial condition and results of operations is based upon our condensed financial statements, which have been prepared in conformity with GAAP. Certain accounting policies and estimates are particularly important to the understanding of our financial position and results of operations and require the application of significant judgment by our management or can be materially affected by changes from period to period in economic factors or conditions that are outside of our control. As a result, they are subject to an inherent degree of uncertainty. In applying these policies, management uses their judgment to determine the appropriate assumptions to be used in the determination of certain estimates. Those estimates are based on our historical operations, our future business plans and projected financial results, the terms of existing contracts, observance of trends in the industry, information provided by our customers and information available from other outside sources, as appropriate. Please see Note 1 to our financial statements included on Form 10-K for the fiscal year ended February 2, 2025 for a complete description of our significant accounting policies. There have been no material changes to the significant accounting policies during the thirteen weeks ended May 4, 2025.

Recent Accounting Pronouncements

Refer to Note 1. Basis of Presentation and Summary of Significant Accounting Policies, contained in the Condensed Notes to Financial Statements in Item 1 of Part 1 of this Quarterly Report on Form 10-Q for a full description of the recent accounting pronouncements and our expectation of their impact, if any, on our results of operations and financial condition.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

In the normal course of business, we are exposed to a variety of market risks, including fluctuations in interest rates and inflation that could affect our financial position and results of operations.

Interest Rate Risk

Cash and cash equivalents and short-term investments were held primarily in cash deposits, certificates of deposit, money market funds, and investment grade corporate debt. The fair value of our cash, cash equivalents and short-term investments will fluctuate with movements of interest rates, increasing in periods of declining rates of interest and declining in periods of increasing rates of interest.

Interest on the revolving line of credit incurred pursuant to the credit agreements described herein would accrue at a floating rate based on a formula tied to certain market rates at the time of occurrence; however, we do not expect that any changes in prevailing interest rates will have a material impact on our results of operations.

Inflation

In the first quarter of fiscal 2026, we continued to see normalization of inflationary pressures in the supply chain. We continue to monitor the impact of inflation in order to minimize its effects through pricing strategies, productivity improvements and cost reductions. If our costs were to be subject to more significant inflationary pressures, we may not be able to fully offset such higher costs through price increases or other cost efficiency measures. Our inability or failure to do so could harm our business, financial condition and results of operations.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Our management, under the supervision and with the participation of our Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial officer), evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that as of May 4, 2025, our disclosure controls and procedures are designed at a reasonable assurance level and are effective to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the quarter ended May 4, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

For information regarding our legal proceedings, see Note 6. Commitments and Contingencies, included in Part I, Item 1, Unaudited Condensed Financial Statements, of this Quarterly Report on Form 10-Q, which is incorporated into this item by reference.

Item 1A. Risk Factors

There have been no material changes to the risk factors disclosed under Part I, Item 1A "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended February 2, 2025.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchases of Equity Securities

The following table summarizes the share repurchase activity for the thirteen weeks ended May 4, 2025:

	Total Number of Shares Purchased	Average Price Paid Per Share [1]	Total Number of Shares Purchased as Part of Publicly Announced Program	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Program [2]
				(in thousands)
February 3, 2025 to March 2, 2025	—	$ —	—	$ 20,084
March 3, 2025 to April 6, 2025	—	$ —	—	$ 20,084
April 7, 2025 to May 4, 2025	306,325	$ 19.57	306,325	$ 14,090
Total	306,325		306,325	

[1] Average price paid per share excludes broker commission fees and the 1% excise tax incurred under the Inflation Reduction Act of 2022.

[2] In June 2024, our board of directors authorized the repurchase of up to $40.0 million in shares of our outstanding common stock. For additional information, refer to Note 8. Stockholders' Equity in the notes to the condensed financial statements included in Part I, Item 1, of this Quarterly Report on Form 10-Q.

Item 3. Defaults upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information.

Director and Officer Trading Arrangements

On April 17, 2025, Satori Capital, LLC adopted a Rule 10b5-1 trading plan that was intended to satisfy the affirmative defense of Rule 10b5-1(c) for the sale of up to 630,698 shares of the Company's common stock plus up to an additional 50,000 shares after the plan commencement date. Satori's plan will expire on at the close of business on the last trading day prior to the opening of the first insider trading window occurring on or after March 31, 2027, subject to early termination for certain specified events set forth in the plan. The shares authorized under the Rule 10b5-1 trading plan included 13,711 shares attributable to Mr. John Grafer, which were earned in his capacity as a director of the Company. Satori Capital, LLC terminated the trading arrangement they had previously adopted on April 17, 2024 with respect to the sales of securities of the Company's stock prior to entry into the new Rule 10b5-1 trading plan. As of June 10, 2025, the

date of Mr. Grafer's resignation from the board, no shares of common stock had been sold under the Rule 10b5-1 trading plan.

No other directors or officers of the Company (as defined in Section 16 of the Securities Exchange Act of 1934, as amended)adopted, modified or terminated a Rule 10b5-1 trading arrangement or a non- Rule 10b5-1 trading arrangement (each as defined in Item 408 (a) and (c) of Regulation S-K) during the thirteen weeks ended May 4, 2025. Transactions by Section 16 directors and officers will be disclosed publicly through Form 4 filings with the SEC to the extent required by law.

Best Buy

On June 11, 2025, the Company informed its employees that the Company approved a plan that would reduce operating costs and continue to advance the Company's ongoing commitment to profitability. According to this plan, the Company has discontinued its partnership with Best Buy and intends to wind down the Best Buy shop-in-shop locations (the "Exit"). This decision was made to align with the Company's broader strategic initiative of acceleration of the Company's physical and ecommerce presence. The Exit would result in a reduction of the Company's workforce by approximately 8%, consisting of certain employees that serviced the Best Buy shop-in-shop locations subject to local law and the Company's business needs. The Exit, including the closure of the Best Buy shop-in-shops and the resulting reduction in workforce, is expected to be substantially completed by the third quarter of fiscal 2026. The Company expects to incur costs in the range of $1.7 million to $2.1 million in connection with the Exit and reduction in workforce, which consists of non-cash impairment charges, severance and other one-time employee termination benefit expenses, and decommissioning of the Best Buy shop-in-shop locations, which the Company expects to recognize primarily in the third quarter of fiscal year 2026.

The foregoing estimated costs that the Company expects to incur in connection with the Exit are contingent upon a number of assumptions, and actual results may differ from these estimates. The Company may also incur additional costs not currently contemplated due to events that may occur as a result of, or that are associated with, the Exit.

CEO Grant

On June 10, 2025, the Compensation Committee of the Board of Directors approved a $1.5 million performance-based cash incentive award for the Company's Chief Executive Officer. The award is contingent upon achievement of multiple new product launches and related net sales performance targets during fiscal 2026, 2027 and 2028. Upon achievement of each target, Mr. Nelson is entitled to one third of the award payable in the year earned, subject to certification by the Compensation Committee. If the targets are not met during the applicable fiscal year of the performance period, one third of the award is forfeited. As of the date of this filing, the targets have not yet been achieved.

Item 6. Exhibits

Exhibit Number	Description of Exhibit	Filed / Incorporated by Reference from Form **	Incorporated by Reference from Exhibit Number	Dated Filed
10.1±	Cash-Based Award Agreement	Filed herewith.		
31.1	Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, as amended	Filed herewith.		
31.2	Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, as amended	Filed herewith.		
32.1*	Certification of the Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, as amended	Filed herewith.		
32.2*	Certification of the Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, as amended	Filed herewith.		
101.INS	XBRL Instance Document			
101.SCH	Inline XBRL Taxonomy Extension Schema Document			
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document			
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document			
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document			
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document			
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)			

± Indicates a management contract or compensatory plan.

* This certification is deemed not filed for purposes of section 18 of the Exchange Act, or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended or the Exchange Act.

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, thereunto duly authorized.

The Lovesac Company

By: /s/ Shawn Nelson
Shawn Nelson
Chief Executive Officer
(Principal Executive Officer)

Date: June 12, 2025

By: /s/ Keith Siegner
Keith Siegner
Executive Vice President and
Chief Financial Officer
(Principal Financial Officer and
Principal Accounting Officer)

Date: June 12, 2025

Exhibit 10.1

THE LOVESAC COMPANY
CASH-BASED AWARD AGREEMENT

The Lovesac Company has granted to the Participant named in the *Notice of Grant of Cash-Based Award* (the "***Grant Notice***") to which this Cash-Based Award Agreement (this "***Agreement***") is attached a Cash-Based Award subject to the terms and conditions set forth in the Grant Notice and this Agreement. The Award has been granted pursuant to and shall in all respects be subject to the terms and conditions of The Lovesac Company Second Amended and Restated 2017 Equity Incentive Plan (the "***Plan***"), as amended to the Date of Grant, the provisions of which are incorporated herein by reference. By signing the Grant Notice, the Participant: (a) acknowledges receipt of and represents that the Participant has read and is familiar with the Grant Notice, this Agreement and the Plan; (b) accepts the Award subject to all of the terms and conditions of the Grant Notice, this Agreement and the Plan; and (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Grant Notice, this Agreement or the Plan.

1. **DEFINITIONS AND CONSTRUCTION**.

1.1 **Definitions**. Capitalized terms shall have the meanings assigned to such terms in the Grant Notice or the Plan, unless otherwise defined herein.

1.2 **Construction**. Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

2. **THE AWARD**.

2.1 **Grant of Award**. On the Date of Grant, the Participant shall acquire, subject to the provisions of this Agreement and the Grant Notice, the right to receive the cash payment set forth in the Grant Notice.

2.2 **Termination of the Award**. Except as otherwise set forth in the Grant Notice, the Award shall terminate upon the first to occur of: (a) a Change in Control to the extent provided in Section 7; (b) the Participant's termination of Service; or (c) the final payment in respect of the Award in accordance with Section 4.

3. **VESTING OF AWARD**.

The Award shall vest as provided in the Grant Notice. For purposes of determining vesting following an Ownership Change Event, credited Service shall include all Service with any corporation that is a Participating Company at the time the Service is rendered, whether or not such corporation is a Participating Company both before and after the Ownership Change Event.

4. **PAYMENT OF THE AWARD**.

The Company shall make a cash payment to the Participant on the Payment Date with respect to each vested Award or portion thereof to be paid on such date. The Payment Date with respect to an Award shall be the date set forth in the Grant Notice. The grant of the Award and any payments made in respect of the Award shall be subject to compliance with all applicable requirements of federal, state or foreign law. As a condition to the payment of any amounts in respect of the Award or portion thereof, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

5. **TAX WITHHOLDING**.

At the time the Grant Notice is executed, or at any time thereafter as requested by a Participating Company, the Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, and otherwise agrees to make adequate provision for, any sums required to satisfy the federal, state, local

and foreign tax (including any social insurance) withholding obligations of the Participating Company, if any, that arise in connection with the Award, the vesting of the Award or any payment made in respect thereof. The Company shall have no obligation to make any payments in respect of the Award until the tax withholding obligations of the Participating Company have been satisfied by the Participant.

6. **RESTRICTED ACTIVITIES**.

In consideration of the Award, the Participant shall be subject to the provisions of this Section 6, to the extent permitted by applicable law. The Participant hereby acknowledges and agrees that the grant of the Award is good and valuable consideration and is sufficient to bind the Participant to the provisions set forth in this Section 6.

6.1 **Non-Competition**. The Participant acknowledges that during the period in which the Participant is employed by the Company or its Affiliates (the "***Term***"), the Participant has become familiar with trade secrets and other Confidential Information concerning the Company, its subsidiaries and their respective predecessors, and that the Participant's services have been of special, unique and extraordinary value to the Company. In addition, the Participant hereby agrees that at any time during the Term, and after termination of employment, for the duration of the Restricted Period (as defined below), the Participant shall not directly or indirectly own, manage, control, participate in, consult with, render services for or in any manner engage in any business competing with the businesses of the Company or its Affiliates as such businesses exist or are in process or being planned as of the termination of employment, within the Restricted Geographic Area (as defined below). The "***Restricted Period***" shall be 12 months following the termination of employment. It shall not be considered a violation of this Section 6.1 for the Participant to be a passive owner of not more than 2% of the outstanding stock of any class of a corporation which is publicly traded, so long as the Participant has no active participation in the business of such corporation. The "***Restricted Geographic Area***" shall be any county in which the Company or its Affiliates have operating locations, leases, options to lease or acquire property, or definitive plans known to the Participant at the time of termination to engage in such businesses.

6.2 **Non-Solicitation**. The Participant hereby agrees that (a) during the Term and the Restricted Period, the Participant shall not, directly or indirectly through another entity, actively induce or attempt to induce any employee of the Company or its Affiliates to leave the employ of the Company or its Affiliates, or in any way interfere with the relationship between the Company or its Affiliates and any employee thereof or otherwise employ or receive the services of any individual who was an employee of the Company or its Affiliates at any time during such Restricted Period or within the three-month period prior thereto and (b) during the Restricted Period, the Participant shall not induce or attempt to induce any customer, supplier, client, insurer, reinsurer, broker, licensee or other business relation of the Company or its Affiliates to cease doing business with the Company or its Affiliates.

6.3 **Enforcement of Non-Competition and Non-Solicitation Provisions**. If, at the enforcement of Sections 6.1 and 6.2, a court holds that the duration, scope or area restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be permitted to revise the restrictions contained in Sections 6.1 and 6.2 to cover the maximum duration, scope and area permitted by law.

6.4 **Restrictive Covenant Addenda**. The Participant acknowledges and agrees that different restrictive covenant obligations in this Agreement may apply to the Participant if the Participant primarily resides or works in certain jurisdictions. While the Participant primarily resides or works in such a jurisdiction, the Participant agrees that the restricted activities set forth in Section 6, as well as any other applicable provisions set forth in this Agreement, shall be superseded only as set forth in the applicable addendum attached hereto as **Appendix A**.

6.5 **Non-Disparagement**. During the time that the Participant is employed by the Company and thereafter, without limitation of time, the Participant shall not at any time make, publish or communicate to any person or entity, including, but not limited to, the customers or suppliers of the Company or its Affiliates, any Disparaging (as defined below) remarks, comments or statements concerning Company, any other equity holders of the Company, or any Affiliates of any of the foregoing. "***Disparaging***" remarks, comments or statements are those that impugn the character, honesty, integrity, morality, business acumen or abilities of the individual or entity being disparaged. The obligation in this Section 6.5 shall not apply with respect to communications that the Participant is legally compelled

to or permitted to make; provided that the Participant shall contact the Company promptly in the event that the

Participant may be legally compelled to make any such communications about the Company or its Affiliates and cooperate with the Company in lawfully attempting to reduce or manage any communications that may be harmful to the Company or its Affiliates.

6.6 **Use or Disclosure of Confidential Information**. Except as required by law, the Participant shall not disclose or use at any time during or after the Term any Confidential Information (as defined below) of which the Participant is or becomes aware, whether or not such information is developed by the Participant, except to the extent that such disclosure or use is directly related to and required by the Participant's performance of duties assigned to the Participant pursuant to this Agreement. Under all circumstances and at all times, the Participant shall take all appropriate steps to safeguard Confidential Information in the Participant's possession and to protect it against disclosure, misuse, espionage, loss and theft. For purposes hereof, "***Confidential Information***" means information that is not generally known to the public and that was or is used, developed or obtained by the Company or its subsidiaries in connection with their business. It shall not include information (a) required to be disclosed by court or administrative order, (b) lawfully obtainable from other sources or which is in the public domain through no fault of the Participant; or (c) the disclosure of which is consented to in writing by the Company. Upon request to this effect or immediately after the Participant's termination of employment with the Company, the Participant shall immediately return to the Company all Confidential Information, including, without limitation, all documents and reproductions, in whatsoever form, which contain Confidential Information, as well as all files concerning the Company and its Affiliates or any of its customers, partners, employees and suppliers and all equipment, devices or other material in the Participant's possession, including, without limitation, computers and all software belonging to the Company and its Affiliates or its customers, partners and suppliers, if applicable.

6.7 **Equitable Relief and Effect of Breach of Covenant**. The Participant acknowledges that (a) the covenants contained herein are reasonable, (b) the Participant's services are unique, and (c) a breach or threatened breach by the Participant of any of Participant's covenants and agreements with the Company contained in this Section 6 could cause irreparable harm to the Company for which they would have no adequate remedy at law. Accordingly, and in addition to any remedies which the Company may have at law, in the event of an actual or threatened breach by the Participant of the Participant's covenants and agreements contained in this Section 6, the Company shall have the absolute right to apply to any court of competent jurisdiction for such injunctive or other equitable relief as such court may deem necessary or appropriate in the circumstances. In the event that the Participant breaches any restrictive covenant in this Section 6, all of the Participant's cash payments not yet received shall be forfeited immediately without consideration.

6.8 **Notice of Immunity Under the Defend Trade Secrets Act**. Notwithstanding any other provision of this Agreement to the contrary: (a) the Participant shall not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law or (ii) in a complaint or other document that is filed under seal in a lawsuit or other proceeding; and (b) if the Participant files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Participant may disclose the Company's trade secrets to the Participant's attorney and use the trade secret information in the court proceeding if the Participant (x) files any document containing the trade secret under seal and (y) does not disclose the trade secret, except pursuant to court order.

6.9 **Permitted Disclosures and Actions**. Notwithstanding the terms of this Section 6, nothing in this Agreement is intended to: (a) prohibit the Participant from making disclosure of relevant and necessary information or documents in any action, investigation or proceeding relating to this Agreement, or as required by law or legal process, including with respect to possible violations of law; (b) prohibit the Participant from participating, cooperating or testifying in any action, investigation or proceeding with, or providing information to, any governmental agency or legislative body, any self-regulatory organization, and/or pursuant to the Sarbanes-Oxley Act; (c) prohibit the Participant from initiating communications with, or responding to any inquiry from, any regulatory or supervisory authority regarding any good faith concerns about possible violations of law or regulation; (d) prohibit the Participant from accepting any U.S. Securities and Exchange Commission awards; or (e) conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

7. **EFFECT OF CHANGE IN CONTROL**.

In the event of a Change in Control, the Award shall be treated in accordance with Section 13 of the Plan.

8. **RIGHTS AS A DIRECTOR, EMPLOYEE OR CONSULTANT**.

If the Participant is an Employee, the Participant understands and acknowledges that, except as otherwise provided in a separate, written employment agreement between a Participating Company and the Participant, the Participant's employment is "at will" and is for no specified term. Nothing in this Agreement shall confer upon the Participant any right to continue in the Service of a Participating Company or interfere in any way with any right of the Participating Company Group to terminate the Participant's Service at any time.

9. **COMPLIANCE WITH SECTION 409A**.

It is intended that any election, payment or benefit that is made or provided pursuant to or in connection with this Award that may result in nonqualified deferred compensation within the meaning of Section 409A shall comply in all respects with the applicable requirements of Section 409A (including applicable regulations or other administrative guidance thereunder, as determined by the Board in good faith) to avoid the unfavorable tax consequences provided therein for non-compliance and the Award shall be so construed. In connection with effecting such compliance with Section 409A, the following shall apply:

9.1 **Separation from Service; Required Delay in Payment to Specified Employee**. Notwithstanding anything set forth herein to the contrary, no amount payable pursuant to this Agreement on account of the Participant's termination of Service that constitutes a "deferral of compensation" within the meaning of the Treasury Regulations issued pursuant to Section 409A of the Code (the "***Section 409A Regulations***") shall be paid unless and until the Participant has incurred a "separation from service" within the meaning of the Section 409A Regulations. Furthermore, to the extent that the Participant is a "specified employee" within the meaning of the Section 409A Regulations as of the date of the Participant's separation from service, no amount that constitutes a deferral of compensation that is payable on account of the Participant's separation from service shall be paid to the Participant before the date (the "***Delayed Payment Date***"), which is first day of the seventh month after the date of the Participant's separation from service or, if earlier, the date of the Participant's death following such separation from service. All such amounts that would, but for this Section, become payable prior to the Delayed Payment Date will be accumulated and paid on the Delayed Payment Date.

9.2 **Other Changes in Time of Payment**. Neither the Participant nor the Company shall take any action to accelerate or delay the payment of any benefits under this Agreement in any manner that would not be in compliance with the Section 409A Regulations.

9.3 **Separate Payments**. Each amount to be paid or benefit to be provided under this Agreement shall be construed as a separate and distinct payment for purposes of the Section 409A Regulations.

9.4 **Amendments to Comply with Section 409A; Indemnification**. Notwithstanding any other provision of this Agreement to the contrary, the Company is authorized to amend this Agreement, to void or amend any election made by the Participant under this Agreement and/or to delay the payment of any monies and/or provision of any benefits in such manner as may be determined by the Company, in its discretion, to be necessary or appropriate to comply with the Section 409A Regulations without prior notice to or consent of the Participant. The Participant hereby releases and holds harmless the Company, its directors, officers and stockholders from any and all claims that may arise from or relate to any tax liability, penalties, interest, costs, fees or other liability incurred by the Participant in connection with the Award, including as a result of the application of Section 409A.

9.5 **Advice of Independent Tax Advisor**. The Company has not obtained a tax ruling or other confirmation from the Internal Revenue Service with regard to the application of Section 409A to the Award, and the Company does not represent or warrant that this Agreement will avoid adverse tax consequences to the Participant, including as a result of the application of Section 409A to the Award. The Participant hereby acknowledges that the

Participant has been advised to seek the advice of the Participant's own independent tax advisor prior to entering into this Agreement and is not relying upon any representations of the Company or any of its agents as to the effect of or the advisability of entering into this Agreement.

10. **MISCELLANEOUS PROVISIONS**.

10.1 **Termination or Amendment**. The Committee may terminate or amend this Agreement at any time; provided, however, that except as provided in Section 7 in connection with a Change in Control, no such termination or amendment may have a materially adverse effect on the Participant's rights under this Agreement without the consent of the Participant unless such termination or amendment is necessary to comply with applicable law or government regulation, including, but not limited to, the Section 409A Regulations. No amendment or addition to this Agreement shall be effective unless in writing.

10.2 **Nontransferability of the Award**. Prior to payment of the Award on the applicable Payment Date, this Award shall not be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the Participant or the Participant's beneficiary, except transfer by will or by the laws of descent and distribution. All rights with respect to the Award shall be exercisable during the Participant's lifetime only by the Participant or the Participant's guardian or legal representative.

10.3 **Clawback and Securities Trading Compliance**. The Participant hereby agrees to be governed and bound by the terms of (a) The Lovesac Company Dodd-Frank Clawback Policy, as may be amended from time to time, including such provisions therein that govern recoupment of amounts payable pursuant to this Agreement, (b) the Trading Compliance Policy, as may be amended from time to time, and (c) any similar policies adopted by the Company, the Committee or the Board from time to time.

10.4 **Further Instruments**. The parties hereto agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

10.5 **Binding Effect**. This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth herein, be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns.

10.6 **Delivery of Documents and Notices**. Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by a Participating Company, or upon deposit in the U.S. Post Office or foreign postal service, by registered or certified mail, or with a nationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at the address of such party set forth in the Grant Notice or at such other address as such party may designate in writing from time to time to the other party.

(a) ***Description of Electronic Delivery***. The Plan documents, which may include but do not necessarily include: the Plan, the Grant Notice, this Agreement, the Plan's prospectus, and any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, if permitted by the Company, the Participant may deliver electronically the Grant Notice to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company.

(b) ***Consent to Electronic Delivery***. The Participant acknowledges that the Participant has read Section 10.6(a) and consents to the electronic delivery of the Plan documents and, if permitted by the Company, the delivery of the Grant Notice, as described in Section 10.6(a). The Participant acknowledges that the Participant may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will

be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or any designated third-party administrator with a paper copy of any documents if the attempted electronic delivery of such documents fails. The Participant may revoke the Participant's consent to the electronic delivery of documents described in Section 10.6(a) or may change the electronic mail address to which such documents are to be delivered (if the Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that the Participant is not required to consent to electronic delivery of documents described in Section 10.6(a).

10.7**Integrated Agreement**. The Grant Notice, this Agreement and the Plan shall constitute the entire understanding and agreement of the Participant and the Participating Company Group with respect to the subject matter contained herein or therein and supersede any prior agreements, understandings, restrictions, representations, or warranties among the Participant and the Participating Company Group with respect to such subject matter. To the extent contemplated herein or therein, the provisions of the Grant Notice, this Agreement and the Plan shall survive any termination of the Award, including payment of the Award, and shall remain in full force and effect.

10.8**Applicable Law**. This Agreement shall be governed by the laws of the State of Delaware as such laws are applied to agreements between Delaware residents entered into and to be performed entirely within the State of Delaware.

10.9**Counterparts**. The Grant Notice may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

APPENDIX A

ADDENDA TO CASH-BASED AWARD AGREEMENT

As set forth in Section 6.4 of the above Cash-Based Award Agreement (the "***Agreement***"), the Participant acknowledges and agrees that certain restricted activities set forth in Section 6 are superseded or modified by an Addendum if the Participant primarily resides or works in any of the following jurisdictions:

California
Colorado
District of Columbia
Illinois
Indiana
Louisiana
Massachusetts
Nebraska
North Dakota
Oklahoma
Oregon
Virginia
Washington
Wisconsin

To the extent that the Participant primarily resides or works in such a jurisdiction, the Participant agrees that the restricted activities and other provisions set forth in the Agreement shall be superseded only as set forth in the applicable Addendum below, to which the Participant agrees simultaneously with the execution of the Agreement.

Capitalized terms used but not defined in the following Addenda shall have the respective meanings ascribed to such terms in the Agreement. This Section is expressly incorporated into and made part of each addendum below.

CALIFORNIA ADDENDUM

Addendum No. 1:

The language in Section 6.3 "**Enforcement of Non-Competition and Non-Solicitation Provisions**" is modified by adding the following:

The restrictions related to competitive activities and solicitation in Sections 6.1 and 6.2 only apply while the Participant is employed by or otherwise working for the Company Group. This modification shall be effective only during such period of time that the Participant primarily works and resides in the State of California. The Participant's non-solicitation covenant in Section 6.2 only applies to protect the Company Group's Confidential Information and trade secrets.

Addendum No. 2:

The language in Section 10.8 "**Applicable Law**" is modified by adding the following:

The Participant understands that while residing or working in the State of California, the Agreement will be subject to the laws of the State of California.

COLORADO ADDENDUM

Addendum No. 1:

The definition of "**Restricted Geographic Area**" in Section 6.1 is modified by adding the following:

Restricted Geographic Area only covers territory where the Participant's knowledge of the Company Group's trade secrets could be used by a competitor to the Company Group's business to unfairly compete with or undermine the Company Group's legitimate business interests.

Addendum No. 2:

A new Section 6.10 is added as follows:

If the Participant primarily works or resides in the State of Colorado, the restrictions related to competitive activities in Section 6.1 only apply to the extent the Participant earns, both at the time this Agreement is entered into and at the time the Company Group enforces it, an amount of annualized cash compensation equivalent to or greater than the threshold amount for highly compensated workers as determined by the Colorado Department of Labor and Employment at the time this Agreement is entered into, and such activities will involve the inevitable use of, or near-certain influence by the Participant's knowledge of, trade secrets disclosed to the Participant during the course of employment with the Company Group.

If the Participant primarily works or resides in the State of Colorado, the restrictions related to solicitation activities in Section 6.2 only apply to the extent the Participant earns, both at the time this Agreement is entered into and at the time the Company Group enforces it, an amount of annualized cash compensation equivalent to or greater than 60% of the threshold amount for highly compensated workers as determined by the Colorado Department of Labor and Employment at the time this Agreement is entered into, and such activities will involve the inevitable use of, or near-certain influence by the Participant's knowledge of, trade secrets disclosed to the Participant during the course of employment with the Company Group.

Addendum No. 3:

A new Section 6.11 "**Acknowledgement**" is added as follows:

A new Section 6.11 "**Acknowledgement**" is added as follows:

The Participant acknowledges and agrees the Participant has been provided with, and has signed, a separate notice of the Participant's obligations either at least 14 days before the effective date of this Agreement, in the following form and substance. The Participant further acknowledges and agrees that Sections 6.1 and 6.2 shall not become effective until 14 days after receiving such notice and a copy of the Agreement.

Notice of Restrictive Covenant to Colorado Employees

This notice is to advise you that the Company Group is, contemporaneously with this notice, providing you with a Cash-Based Award Agreement (the "***Agreement***") containing covenants that could restrict your options for subsequent employment following separation from the Company Group, in that you will be prohibited from certain competition and solicitation of customers, employees, etc. as described in Sections 6.1 and 6.2 of the Agreement (as modified by the Colorado Addendum) and from disclosing or using Confidential Information as described in Section 6.6 of the Agreement (as modified by the Colorado Addendum).

If you were already employed by the Company Group on the date of your signature to the Agreement, you acknowledge that this notice was provided to you at least 14 days before the earlier of the effective date of the restrictive covenant or the effective date of the consideration for such covenant.

ACKNOWLEDGED AND AGREED BY THE PARTICIPANT:

By:_____

Name:_____

Dated:_____

Addendum No. 4:

The language in Section 6.9 "**Permitted Disclosures and Actions**" is modified by adding the following:

The Participant acknowledges and agrees that the restrictions in this Section are reasonable and shall not prohibit the disclosure of information arising from the Participant's general training, knowledge, skill, or experience, whether gained on the job or otherwise, information readily ascertainable to the public, and/or information an employee has a right to disclose as legally protected conduct.

Addendum No. 5:

The language in Section 10.8 "**Applicable Law**" is modified by adding the following:

The Participant understands that if the Participant primarily resides or works in the State of Colorado at the time the Participant's employment with the Company Group is terminated, the Agreement will be subject to the laws and courts of the State of Colorado. During this period, venue shall be the State and Federal courts sitting in Colorado and the parties waive any defense, whether asserted by motion or pleading, that the venue specified by this Addendum is an improper or inconvenient venue.

DISTRICT OF COLUMBIA ADDENDUM

Under the District of Columbia's Ban on Non-Compete Agreements Amendment Act of 2020, as amended by the Non-compete Clarification Amendment Act of 2022 (collectively, the "***Act***"), the following addenda for the District of Columbia shall apply to employers who are operating in the District of Columbia or any person or group of persons acting directly or indirectly in the interest of an employer operating in the District of Columbia in relation to an employee or a prospective employee. The primary Agreement otherwise controls.

Addendum No. 1:

A new Section 6.10 "**Covered Employee Ban**" is added as follows:

The Participant understands that the non-competition obligations under Section 6.1 shall not apply to the Participant if the Participant is considered a "covered employee" under the Act. The Participant is a covered employee if the following conditions are satisfied:

> *Current Employees* – If the Participant has commenced work for the Company Group, the Participant is covered if (a) the Participant spends more than 50% of the Participant's work time for the Company Group working in the District of Columbia; or (b) the Participant's employment is based in the District of Columbia, and the Participant regularly spends a substantial amount of the Participant's work time for the Company Group in the District of Columbia and not more than 50% of the Participant's work time for the Company Group in another jurisdiction.

Addendum No. 2:

A new Section 6.11 "**Highly Compensated Employee Exclusion**" is added as follows:

The Participant understands that the non-competition obligations under Section 6.1 shall apply to the Participant if the Participant is a "highly compensated employee" (and is therefore excluded from the definition of "covered employee"). Under the Act, a "highly compensated employee" is someone who is reasonably expected to earn at least $150,000 during a consecutive 12-month period or whose compensation earned from the Company Group in the consecutive 12-month period preceding the date the proposed non-competition is to begin is at least $150,000. Beginning on January 1, 2024, and each calendar year thereafter, the dollar threshold for highly compensated employee status will be adjusted based on increases in the Consumer Price Index. Compensation includes the individual's hourly wages, salary, bonuses or cash incentives, commissions, overtime premiums, vested stock (including restricted stock units), and other payments provided on a regular or irregular basis.

Addendum No. 3:

A new Section 6.12 "**Notice**" is added as follows:

The Participant agrees that before being required to sign this Agreement, the Company Group provided written notice to the Participant that the Participant had 14 calendar days before the Participant commenced employment to review the non-competition provision in the Agreement; or, in the case of a current employee, that the Participant had at least 14 calendar days to review the non-competition provision in the Agreement before the Participant must execute the Agreement. In addition, the Company Group provided the Participant with the following written notice.

The District's Ban on Non-Compete Agreements Amendment Act of 2020 limits the use of non-compete agreements. It allows employers to request non-compete agreements from highly compensated employees, as that term is defined in the Ban on Non-Compete Agreements Amendment Act of 2020, under certain conditions. The Company Group has determined that you are a highly compensated employee. For more information about the Ban on Non-Compete Agreements Amendment Act of 2020, contact the District of Columbia Department of Employment Services (DOES).

ILLINOIS ADDENDUM

Addendum No. 1:

Addendum No. 1.

A new Section 6.10 is added as follows:

The Participant understands that (a) the non-competition obligations under Section 6.1 shall only apply to the Participant if the Participant earns the statutory minimum compensation set by Illinois statute (*e.g.*, between January 1, 2021 and January 2, 2027, the statutory threshold is $75,001 per year or more); and (b) the non-solicitation obligations under Section 6.2 shall only apply to the Participant if the Participant earns the statutory minimum compensation set by Illinois statute (*e.g.*, between January 1, 2022 and January 2, 2027, the statutory threshold is $45,001 per year or more).

Addendum No. 2:

A new Section 6.11 is added as follows:

The Participant agrees that before being required to sign this Agreement, the Company Group provided the Participant with 14 calendar days to review it. The Company Group advises the Participant to consult with an attorney before entering into this Agreement.

Addendum No. 3:

A new Section 6.12 is added as follows:

The Participant understands that if the Participant is separated from employment with the Company Group due to COVID-19 or "circumstances that are similar to the COVID-19 pandemic" the Company Group may not enforce Sections 6.1 and 6.2 unless it pays the Participant the compensation equivalent to the Participant's base salary at the time of the Participant's last day of service with the Company Group minus any compensation the Participant earns through subsequent employment during the Restricted Period.

LOUISIANA ADDENDUM

Addendum No. 1:

The definition of "**Restricted Geographic Area**" in Section 6.1 is stricken in its entirety and replaced with the following:

"***Restricted Geographic Area***" means the parishes (and equivalents) in the following list so long as Company Group continues to carry on business therein: Acadia Parish, Allen Parish, Ascension Parish, Assumption Parish, Avoyelles Parish, Beauregard Parish, Bienville Parish, Bossier Parish, Caddo Parish, Calcasieu Parish, Caldwell Parish, Cameron Parish, Catahoula Parish, Claiborne Parish, Concordia Parish, DeSoto Parish, East Baton Rouge Parish, East Carroll Parish, East Feliciana Parish, Evangeline Parish, Franklin Parish, Grant Parish, Iberia Parish, Iberville Parish, Jackson Parish, Jefferson Parish, Jefferson Davis Parish, Lafayette Parish, Lafourche Parish, LaSalle Parish, Lincoln Parish, Livingston Parish, Madison Parish, Morehouse Parish, Natchitoches Parish, Orleans Parish, Ouachita Parish, Plaquemines Parish, Pointe Coupee Parish, Rapides Parish, Red River Parish, Richland Parish, Sabine Parish, St. Bernard Parish, St. Charles Parish, St. Helena Parish, St. James Parish, St. John the Baptist Parish, St. Landry Parish, St. Martin Parish, St. Mary Parish, St. Tammany Parish, Tangipahoa Parish, Tensas Parish, Terrebonne Parish, Union Parish, Vermilion Parish, Vernon Parish, Washington Parish, Webster Parish, West Baton Rouge Parish, West Carroll Parish, West Feliciana Parish, and Winn Parish, all so long as the business of the Company Group is transacted therein. The Participant hereby continues to stipulate that the Company Group does business in all of the above parishes, counties, and municipalities as of the date of this Louisiana Addendum. The Participant also understands that the Company Group serves those counties of the adjacent states that border the State of Louisiana and that the Participant will equally be bound in those geographic areas where the Participant also performs material

responsibilities for the Company Group during the two years prior to the Participant's last day of service with the Company Group.

Addendum No. 2:

The language in Section 6.2 "**Non-Solicitation**" is modified as follows:

The Non-solicitation covenant in this Section 6.2 is limited to those customers, vendors and suppliers who are located in the Restricted Geographic Area. The Participant agrees that the foregoing provides the Participant with adequate notice of the geographic scope of the restrictions contained in the Agreement by name of specific parish or parishes (and equivalents), municipality or municipalities, and/or parts thereof.

MASSACHUSETTS ADDENDUM

Addendum No. 1:

The language in Section 6.1 "**Non-Competition**" is stricken in its entirety and replaced with the following:

6.1 During the Participant's employment with the Company Group, and for a period of one year following the last day of the Participant's service with the Company Group (the "***Last Day***"), the Participant shall not, directly or indirectly (*e.g.*, through others), perform the same or similar responsibilities (excepting clerical or menial labor) the Participant performed for the Company Group in connection with a business that is competitive to the business of the Company Group; provided, that the foregoing restriction shall not apply following the Last Day if the Participant's employment was terminated by the Company Group without cause. For purposes of this Section, "cause" means misconduct, violation of any policy of the Company Group (including any rule of conduct or standard of ethics of the Company Group), breach of the Agreement (including this Massachusetts Addendum) or the breach of any confidentiality, non-disclosure, non-solicitation or assignment of inventions obligations to the Company Group, failure to meet the Company Group's reasonable performance expectations, or other grounds directly and reasonably related to the legitimate business needs of the Company Group. Notwithstanding the foregoing, the Participant may accept employment with a business that is competitive to the Company Group's business ("***Competitive Entity***") whose business is diversified, provided that: (a) the Participant will not be engaged in working on or providing products or services that are competitive to the Company Group's business or otherwise use or disclose Confidential Information; and (b) the Company Group receives prior written assurances from the Competitive Entity and the Participant that are satisfactory to the Company Group that the Participant will not work on or provide products or services that are competitive to the Company Group's business, or otherwise use or disclose Confidential Information. In addition, nothing in this Agreement is intended to prevent the Participant from investing the Participant's funds in securities of a person engaged in a business that is directly competitive with the Company Group if the securities of such a person are listed for trading on a registered securities exchange or actively traded in an over-the-counter market and the Participant's holdings represent less than 1% of the total number of outstanding shares or principal amount of the securities of such a person. If the Company Group enforces the non-competition restrictions of this Section for a period of time following the Last Day (the "***Restraint Period***"), it will pay the Participant an amount equal to 50% of the highest annualized base salary that the Participant received from the Company Group within the two years prior to the Last Day, less any applicable deductions (the "***Restraint Payment***"). The Restraint Payment will be paid on a pro-rata basis during the Restraint Period in the same manner that the Participant would have received wages from the Company Group had the Participant been employed during the Restraint Period. The Restraint Period shall be extended to 24 months if the Participant (a) breached the Participant's fiduciary duty(ies) to the Company Group, or (b) unlawfully took, physically or electronically, property belonging to the Company Group. The Participant understands that if the Company Group elects to waive the non-competition restrictions set forth herein, the Participant will not receive any

compensation or consideration described above. The Participant further understands that at the time

of the Participant's separation from employment, the Company Group (a) shall elect whether to waive its enforcement of the non-competition provisions in the Agreement (including this Massachusetts Addendum), and (b) shall notify the Participant of its election in writing.

NOTICE. If the Participant was already employed by the Company Group on the date of the Participant's signature on the Agreement or on this Massachusetts Addendum, the Participant acknowledges (a) that the Agreement, including this Massachusetts Addendum, was delivered to the Participant at least 10 business days before the date that this Massachusetts Addendum was executed by both of the parties (the "***Effective Date***"), and (b) that the Participant has been provided with fair and reasonable consideration in exchange for the Participant's agreement to the non-competition restriction set forth in this Section.

Addendum No. 2:

A new Section 6.10 is added as follows:

The Participant acknowledges that the Participant has been advised of the Participant's right to consult with counsel of the Participant's own choosing prior to signing the Agreement and this Massachusetts Addendum. By signing the Agreement and this Massachusetts Addendum, the Participant acknowledges that the Participant has had time to read and understand the terms of the Agreement and this Massachusetts Addendum, and to consult with the Participant's own legal counsel (not including counsel for the Company Group) regarding the Agreement and this Massachusetts Addendum prior to their execution. The Participant agrees that the Participant has actually read and understood the Agreement and this Massachusetts Addendum and all of their terms, that the Participant is entering into and signing the Agreement and this Massachusetts Addendum knowingly and voluntarily, and that in doing so the Participant is not relying upon any statements or representations by the Company Group or its agents. The Participant acknowledges (a) that the non-competition covenant contained in this Section is no broader than necessary to protect the Company Group's Confidential Information, trade secrets, and goodwill, and (b) that those business interests, and the business interests identified in the Agreement, cannot be adequately protected through restrictive covenants other than the non-competition covenant contained in this Section, including without limitation the non-solicitation, non-disclosure, non-interference, non-inducement, and non-use restrictions set forth in Section 6 of the Agreement.

Addendum No. 3:

The language in Section 10.7 "**Integrated Agreement**" is stricken in its entirety and replaced with the following:

The Participant agrees that this Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreements, either oral or in writing, between the Participant and the Company Group with respect to all matters within the scope of this Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by the Participant and the General Counsel of the Company Group. The Participant agrees that any change or changes in the Participant's job title, job duties, or responsibilities, reporting structure, compensation, or any other term or condition of the Participant's employment after the date that the Participant executes the Agreement or this Massachusetts Addendum shall not affect the validity or scope of the restrictive covenants set forth in the Agreement and in this Massachusetts Addendum. The restrictive covenants will remain valid, effective, and enforceable notwithstanding any such change or changes in the Participant's employment. This Agreement shall be enforced in accordance with its terms and shall not be construed against either party.

Addendum No. 4:

The language in Section 10.8 "**Applicable Law**" is stricken in its entirety and replaced with the following:

10.8 Applicable Law.

The non-competition covenant contained in Section 6.1 shall be governed by Massachusetts law. Any action relating to or arising out of the non-competition covenant contained in Section 6.1 shall be brought in (a) the United States District Court for the District of Massachusetts, Eastern Division, if that Court has subject matter jurisdiction over the dispute; or, if it does not, (b) the Business Litigation Session of the Suffolk County Superior Court, or, if the Business Litigation Session does not accept the case for any reason whatsoever, (c) the Suffolk County Superior Court. The Participant agrees and consents to the personal jurisdiction and venue of the federal or state courts of Massachusetts for resolution of any disputes or litigation arising under or in connection with the non-competition covenant contained in Section 6.1, and the Participant waives any objections or defenses to personal jurisdiction or venue in any such proceeding before any such court. The parties further agree that any disputes between them, whether relating to the Agreement, this Addendum, or any other conflict, claim or dispute, shall be tried by a judge.

NEBRASKA ADDENDUM

Addendum No. 1:

The language in Section 6.2 "**Non-Solicitation**" is modified as follows:

"***Customer***" means any person(s) or entity(ies) whom, within 24 months prior to the last day of the Participant's service with the Company Group, the Participant, directly provided products or services in connection with the Company Group's business.

Addendum No. 2:

The definition of "**Restricted Geographic Area**" in Section 6.1 is stricken in its entirety and replaced with the following:

"***Restricted Geographic Area***" means the territory (*i.e.*: (i) state(s), (ii) county(ies), or (iii) city(ies)) in which, during the 24 months prior to the last day of the Participant's service with the Company Group, the Participant: (a) provided Material services on behalf of the Company Group and/or (b) solicited Customers or otherwise sold services on behalf of the Company Group. "***Material***" means the Participant's primary job duties and responsibilities, including but not limited to in connection with working with Customers or directly supervising individuals who work with Customers.

Addendum No. 3:

The language in Section 6.1 "**Non-Competition**" is modified by adding the following:

The restrictions related to competitive activities only apply while the Participant is employed by the Company Group. The Participant further acknowledges that the restrictions do not prevent the Participant from exercising a lawful profession, trade, or business as they only apply while the Participant is employed by the Company Group.

Addendum No. 4:

The language in Section 6.2 "**Non-Solicitation**" is stricken in its entirety and replaced with the following:

Except as prohibited by law, the Participant agrees that during the Restricted Period, the Participant shall not, directly or indirectly (*e.g.*, through others), solicit, aid or induce any Customer of the

Company Group to purchase goods or services then sold by the Company Group from another person or entity, or assist or aid any other person or entity in identifying or soliciting any such Customer if that sale or service would be located in a Restricted Geographic Area. Except as prohibited by law, the Participant agrees that during the Restricted Period, the Participant shall not, directly or indirectly (*e.g.*, through others), solicit, aid or induce any vendor or supplier of the Company Group to purchase goods or services then sold by the Company Group from another person or entity, or assist or aid any other person or entity in identifying or soliciting any such vendor or supplier if that sale or service would be located in a Restricted Geographic Area.

NORTH DAKOTA ADDENDUM

Addendum No. 1:

A new Section 6.10 is added as follows:

The restrictions related to competitive activities and solicitation only apply while the Participant is employed by the Company Group. The Participant further acknowledges that the restrictions do not prevent the Participant from exercising a lawful profession, trade, or business as they only apply while the Participant is employed by the Company Group.

Addendum No. 2:

The language in Section 10.8 "**Applicable Law**" is modified by adding the following:

The Participant understands that while residing and working in the State of North Dakota, the restrictions related to restrictive covenants, solicitation of customers, and competitive activities in Sections 6.1 and 6.2 will be subject to the laws of the State of North Dakota.

OKLAHOMA ADDENDUM

Addendum No. 1:

The language in Section 6.1 "**Non-Competition**" is modified by adding the following:

The restrictions related to competitive activities only apply while the Participant is employed by the Company Group. The Participant further acknowledges that the restrictions do not prevent the Participant from exercising a lawful profession, trade, or business as they only apply while the Participant is employed by the Company Group.

Addendum No. 2:

The language in Section 6.2 "**Non-Solicitation**" is stricken in its entirety and replaced with the following:

The Participant covenants and agrees that during the Restricted Period, the Participant will not directly solicit the sale of goods, services or a combination of goods and services from the established customers of the Company Group.

OREGON ADDENDUM

Addendum No. 1:

A new Section 6.10 is added as follows:

The Agreement is executed upon the Participant's initial employment with the Company Group and is a condition of such employment or is executed upon the Participant's "subsequent bona fide

is a condition of such employment or is executed upon the Participant's subsequent bona fide

advancement" within the meaning of Oregon Revised Statutes (ORS) Section 653.295 because of, among other things, the Participant's increased responsibilities and access to Confidential Information. If this Agreement is executed upon initial employment, the Participant acknowledges that the Participant was informed in a written job offer at least two weeks before starting work that the Participant must enter into this Agreement as a condition of employment. If executed upon a "subsequent bona fide advancement," the Participant knowingly and voluntarily waives any argument that the Participant's new role does not constitute a "subsequent bona fide advancement."

Addendum No. 2:

The language in Section 6.2 "**Non-Solicitation**" is modified as follows:

"***Customer***" means any person(s) or entity(ies) who: (a) as of the last day of the Participant's service with the Company Group (the "***Last Day***"), is doing business with the Company Group or would reasonably be expected to return to the Company Group for purposes of doing business; and (b) within 24 months prior to the Last Day, the Participant, directly or indirectly (*e.g.*, through others): (i) provided products or services in connection with the business of the Company Group; or (ii) provided written proposals about products or services in connection with the business of the Company Group.

Addendum No. 3:

The language in Section 6.2 "**Non Solicitation**" is stricken in its entirety and replaced with the following:

During the Restricted Period and in connection with a competitive entity, the Participant shall not directly or indirectly (*e.g.*, through others): (a) solicit, refer or attempt to solicit or refer any Customer to a competitor of the Company Group's business; (b) transact or attempt to transact business with any Customer; or (c) induce or encourage any Customer to terminate a relationship with the Company Group or otherwise to cease accepting services or products from the Company Group.

Addendum No. 4:

A new Section 6.11 "**General Exceptions**" is added as follows:

Except as provided in this Section, the non-competition restrictions in Section 6.1 do not apply to the Participant if (a) the Participant is not classified as exempt from overtime under Oregon law as an employee engaged in administrative, executive, or professional work; or, (b) at the time of the Participant's separation from the Company Group, the Participant is not paid a gross salary and commissions in the amount required under ORS 653.295, calculated on an annual basis (hereafter, a "***Non-Qualified Employee***"). However, even if the Participant is a Non-Qualified Employee, the Company Group may, at its sole discretion, elect to enforce the non-competition restrictions in Section 6.1 by paying the Participant, for up to the maximum Restricted Period, compensation equal to the greater of (c) 50% of the Participant's annual gross base salary and commissions at the time of the Participant's separation; or (d) 50% percent of the minimum annual compensation required under ORS 653.295. If the Company Group elects to enforce Section 6.1 by agreeing to make the payments referenced in this Section, the Participant will be notified in writing. The Participant understands and acknowledges that the Company Group's election not to pay the compensation set out in this Section affects the applicability of Section 6.1 only in the event the Participant is a Non-Qualified Employee and that the election of non-payment does not relieve a Non-Qualified Employee from any other post-employment restriction in the Agreement, including the restrictions in Sections 6.2 through 6.9.

VIRGINIA ADDENDUM

Addendum No. 1:

Addendum No. 1.

The definition of "**Restricted Geographic Area**" in Section 6.1 is stricken in its entirety and replaced with the following:

> "***Restricted Geographic Area***" means the county(ies) and/or city(ies) (as may be applicable) in which, during the 24 months prior to the Participant's last day of service with the Company Group, the Participant: (a) provided material services on behalf of the Company Group (or in which the Participant supervised, directly or indirectly (*e.g.*, through others), the servicing activities), and/or (b) solicited customers or otherwise sold products or services on behalf of the Company Group (or in which the Participant supervised, directly or indirectly (*e.g.*, through others), the solicitation or servicing activities related to such customers).

Addendum No. 2:

The language in Section 6.1 "**Non-Competition**" shall not apply to any employee who qualifies as a "low-wage employee" pursuant to Virginia Code Section 40.1-28.7:8.

Addendum No. 3:

The language in Section 6.2 "**Non-Solicitation**" shall not apply to any employee who qualifies as a "low-wage employee" pursuant to Virginia Code Section 40.1-28.7:8.

Addendum No. 4:

The language in Section 6.6 is supplemented with the following:

> This obligation of non-disclosure and non-use shall last so long as the information remains confidential or for three years following the Participant's last day of service with the Company Group, whichever occurs first. The Participant also understands that trade secrets are protected by statute and are not subject to any time limits. If the Participant has any questions about whether such information is protected information, the Participant agrees to contact the Company Group's General Counsel in writing before using, disclosing, or distributing any Confidential Information.

WASHINGTON STATE ADDENDUM

Addendum No. 1:

The definition of "**Restricted Geographic Area**" in Section 6.1 is stricken in its entirety and replaced with the following:

> "***Restricted Geographic Area***" means: (a) within a 10 mile radius of: (i) any Company Group location where the Participant worked; (ii) any Company Group location where the Participant was assigned; or (iii) any other location where the Participant performed Material (defined below) responsibilities for the Company Group (*e.g.,* the Participant performing remote work); and/or (b) if the Participant had national responsibilities for the Company Group, any location where the Participant performed Material responsibilities and where performing those responsibilities for a competitive entity will provide an unfair advantage to that competitive entity because of the Participant's access to and use of Confidential Information. "***Material***" means the Participant's primary job duties and responsibilities in connection with providing customers with a product or service that competes with the Company Group's business. The foregoing geographic restrictions are limited to the Participant's locations/responsibilities during 24 months prior to the Participant's last day of service with the Company Group.

Addendum No. 2:

The language in Section 6.2 "**Non-Solicitation**" is stricken and replaced in its entirety with the following:

The language in Section 6.2 "**Non-Solicitation**" is stricken and replaced in its entirety with the following:

During the Restricted Period and in connection with a competitive entity, the Participant shall not, directly or indirectly (*e.g.*, through others), solicit or attempt to solicit any customer to terminate a relationship with the Company Group or otherwise to cease or reduce accepting products or services from the Company Group. During the Restricted Period, the Participant shall not, directly or indirectly (*e.g.*, through others), solicit or attempt to solicit any individuals who the Participant knows (or reasonably should know) are the Participants of the Company Group to terminate their employment with the Company Group. During the Restricted Period, the Participant shall not, directly or indirectly (*e.g.*, through others), interfere with the Company Group's relationships with its vendors or suppliers in any way that would impair the Company Group's relationship with such vendors or suppliers, including by reducing, diminishing or otherwise restricting the flow of supplies, services or goods from the vendors or suppliers to the Company Group. To the extent this Section is determined to be a non-competition covenant, the parties agree that it is subject to the terms of this Section.

Addendum No. 3:

A new Section 6.10 "**General Exceptions**" is added as follows:

The Participant understands that the Participant's non-competition covenants and/or non-solicitation covenants in this Agreement shall not apply to the Participant if the Participant is covered under applicable state statute or local ordinance/rule prohibiting non-competition covenants or non-solicitation covenants, including on the basis of the Participant's profession. Any term or provision in this Agreement, including but not limited to all or part of any restrictive covenant in Section 6, that is or is determined to be a non-competition covenant under Washington state law is only effective and enforceable once the Participant earns, on an annualized basis, more than the annual required minimum compensation, which may be prorated for service less than a year, for enforcement of non-competition covenants found in Title 49 RCW. For the absence of doubt, the Participant understands and agrees that even if the Participant does not earn the required minimum compensation when the Participant signs this Agreement, the non-competition covenants later become enforceable if the Participant begins to earn sufficient compensation for their enforcement. This required minimum compensation for enforcement of non-competition covenants does not affect the enforceability of any other term or provision of this Agreement, including but not limited any term or provision, or part thereof, that is or is determined to be a non-solicitation agreement under Washington state law found in Title 49 RCW.

Addendum No. 4:

A new Section 6.11 "**Non-Competition in the Event of a Layoff**" is added and reads as follows:

In the event the Participant's employment is terminated as a result of a layoff, any term or provision of this Agreement, including but not limited to all or part of any restrictive covenant in Section 6.1 above, that is or is determined to be a non-competition covenant under Washington state law will not be enforced, unless, in the Company Group's sole discretion, it elects to pay the Participant compensation equivalent to the Participant's base salary at the time of termination for the period of enforcement of the non-competition covenants, less any compensation earned by the Participant through subsequent employment (the "***Non-competition Compensation***"). The Company Group will advise the Participant in writing whether it will elect to pay the Non-competition Compensation to enforce the non-competition covenants in this Agreement. Payment of the Non-competition Compensation will occur in bi-weekly installments on the Company Group's regularly scheduled payday, until such time as the Company Group elects to discontinue the payments and in no event for longer than 12 months. If the Company Group notifies the Participant that it elects to pay the Non-competition Compensation under this Section, the Participant agrees to submit a written statement to the Company Group on or before the fifth day of each month during the period of enforcement of any non-competition covenant disclosing the amount of gross compensation the Participant earned the previous month, along with the paystubs or other evidence of payment

acceptable to the Company Group. The Participant understands that the Company Group is entitled

to offset any compensation the Participant earns from subsequent installments of the Non-competition Compensation or, alternatively, to terminate all further payments of the Non-competition Compensation. If, during the period of enforcement of the non-competition covenants, the Participant reports earning compensation equal to or greater than the Participant's base salary at the Company Group at the time of termination, the Participant understands that the non-competition covenants will be enforceable according to their terms. At no time is the Non-competition Compensation earned or owed until paid. For absence of doubt, the Company Group reserves the right to elect not to pay any Non-competition Compensation or, after electing to pay the Non-competition Compensation, to discontinue payment at any time for any reason. The Participant understands and agrees that this Section and the potential Non-competition Compensation is only applicable if the Company Group terminates the Participant's employment as a result of a layoff.

Addendum No. 6:

The language in Section 6.9 "**Permitted Disclosures and Actions**" is modified to add the following sentence to the end of that Section:

Nothing in this Agreement prohibits the Participant from discussing or disclosing conduct that the Participant reasonably believes under Washington State, Federal, or common law to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy.

Addendum No. 7:

The language in Section 10.8 "**Applicable Law**" is stricken in its entirety and replaced with the following:

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington without reference to principles of conflicts of laws. The parties stipulate that the exclusive venue for any legal proceeding arising out of this Agreement is the state and federal courts sitting in Seattle, Washington and waive any defense, whether asserted by motion or pleading, that the venue specified by this Section is an improper or inconvenient venue, provided that a party may commence a legal proceeding in a relevant jurisdiction for the purpose of enforcing its rights under this Agreement. The parties further agree that a judge shall try any disputes between them, whether relating to this Agreement or any other conflict, claim or dispute.

WISCONSIN ADDENDUM

Addendum No. 1:

The language in Section 6.1 "**Non-Competition**" is stricken in its entirety and replaced with the following:

During the Restricted Period and within the Restricted Geographic Area, the Participant shall not directly or indirectly (*e.g.*, through others) perform the same or similar Material responsibilities the Participant performed for the Company Group for a business that competes with the Company Group's business ("***Competitive Entity***") in connection with a product or service that competes with the Company Group's business. Notwithstanding the foregoing, the Participant may accept employment with a Competitive Entity whose business is diversified, provided that: (a) the Participant shall not be engaged in working on or providing products or services that are competitive with the Company Group's business or otherwise use or disclose Confidential Information; and (b) the Company Group receives prior written assurances from the Competitive Entity and the Participant that are satisfactory to the Company Group that the Participant shall not work on or provide products or services that are competitive to the Company Group's business, or otherwise use or disclose Confidential Information. In addition, nothing in this Agreement is intended to prevent the Participant from investing the Participant's funds in securities of a person engaged in a business that is directly competitive with the Company Group if the securities of such a person are

listed for trading on a registered securities exchange or actively traded in an over-the-counter market

and the Participant's holdings represent less than 1% of the total number of outstanding shares or principal amount of the securities of such a person. "***Customer***" means any person(s) or entity(ies): (a) whom, within 24 months prior to the Participant's service with the Company Group (the "***Last Day***"), the Participant, directly or indirectly (*e.g.*, through employees whom the Participant supervised) provided products or services in connection with the Company Group's business, or (b) about which the Participant has Confidential Information that could be used to compete against the Company Group with respect to providing a product or service that competes with the Company Group's business. **"*Restricted Geographic Area***" means the city(ies) in which, during the 24 months prior to the Last Day, the Participant: (a) provided Material services on behalf of the Company Group (or in which the Participant supervised others, directly or indirectly (e.g., through others), with respect to the exercise of such servicing activities), and/or (b) solicited Customers or otherwise sold services on behalf of the Company Group (or in which the Participant supervised, directly or indirectly (*e.g.*, through others), the solicitation or servicing activities related to such Customers). "***Material***" means the Participant's primary job duties and responsibilities in connection with working with Customers or directly supervising individuals who work with Customers.

Addendum No. 2:

The language in Section 6.2 "**Non-Solicitation**" is stricken in its entirety and replaced with the following:

During the Restricted Period, the Participant shall not directly or indirectly (*e.g.*, through others): (a) solicit or refer or attempt to solicit or refer any Customer to a Competitive Entity with the purpose of selling a product or service that is competitive with the Company Group's business; or (b) induce or encourage any Customer to terminate a relationship with the Company Group or otherwise to cease accepting services or products from the Company Group in order to accept the same or similar product or service from the Competitive Entity. During the Restricted Period, the Participant shall not directly or indirectly (*e.g.*, through others) solicit or encourage (or attempt to solicit or encourage) any Key Employee (defined below) of the Company Group to: (a) terminate employment with the Company Group in order to enter into employment or a business relationship with a competitor of the Company Group in which the Confidential Information the Key Employee has could be used to competitively harm the Company Group; or (b) enter into or commence any relationship in which the Key Employee would provide products or services that are competitive with the Company Group. For purposes of this Section 6.2, "***Key Employee***" means any person who is: (i) employed by the Company Group, and is either someone with whom the Participant had material contact with and obtained Confidential Information about that could be used to persuade the Key Employee to leave Key Employee's employment with the Company Group or was supervised by the Participant during the 12 months immediately preceding the Last Day, and (ii) is a manager, officer, director, or executive of the Company Group; and/or is in possession of Confidential Information that could be used to competitively harm the Company Group by the Competitive Entity. Notwithstanding the foregoing, this Section does not prohibit the Participant from conducting generalized searches for the Participants or independent contractors by use of general advertisements or solicitations, including but not limited to advertisements or solicitations through newspapers, internet or other media of general circulation or engaging and using a search firm not specifically targeted at such individuals.

Addendum No. 3:

The language in Section 6.6 is supplemented with the following:

This obligation of non-disclosure and non-use of Confidential Information shall last only so long as the information remains confidential. However, the Participant understands and agrees that to the extent this obligation of non-disclosure and non-use of Confidential Information applies to information that does not meet the definition of a trade secret, it shall apply only for 24 months after the date on which the Participant's employment with the Company Group ends and only in geographic areas in which the unauthorized use or unauthorized disclosure of such Confidential Information could competitively harm the Company Group. The Participant also understands that

information could competitively harm the Company Group. The Participant also understands that

trade secrets are protected by statute and are not subject to any time limits. Nothing in this Agreement limits or affects the protection given to Confidential Information and trade secrets under statutory and common law. The Participant agrees to contact the General Counsel at the Company Group before using, disclosing, or distributing any Confidential Information if the Participant has any questions about whether such information is protected information.

Addendum No. 4:

A new Section 10.10 "**Severability and Reformation**" is added as follows:

The restrictive covenants in Section 6 are intended to be divisible and to be interpreted and applied independently.

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO
EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a),
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Shawn Nelson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of The Lovesac Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 12, 2025

Signed: /s/ Shawn Nelson

Name: Shawn Nelson

Title: Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO
EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a),
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Keith Siegner, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of The Lovesac Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 12, 2025

Signed: /s/ Keith Siegner
Name: Keith Siegner
Title: Executive Vice President and
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Shawn Nelson, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of The Lovesac Company for the thirteen weeks ended May 4, 2025, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of The Lovesac Company.

Date: June 12, 2025

Signed: /s/ Shawn Nelson
Name: Shawn Nelson
Title: Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Keith Siegner, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of The Lovesac Company for the thirteen weeks ended May 4, 2025, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of The Lovesac Company.

Date: June 12, 2025

Signed: /s/ Keith Siegner
Name: Keith Siegner
Title: Executive Vice President and
Chief Financial Officer
(Principal Financial Officer)