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

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2026

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: 001-16769

WW INTERNATIONAL, INC.
(Exact name of registrant as specified in its charter)

Virginia	**11-6040273**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

18 West 18th Street, 7th Floor, New York, New York 10011
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (212) 589-2700

(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, no par value	WW	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, a 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 in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes ☒ No ☐

The number of shares of common stock outstanding as of July 30, 2026 was 9,998,760.

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PART I—FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

WW INTERNATIONAL, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED BALANCE SHEETS
(IN THOUSANDS)

	Successor	
	June 30, 2026	December 31, 2025
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 101,497	$ 160,279
Restricted cash	5,796	6,298
Receivables (net of allowances: June 30, 2026 - $1,985 and December 31, 2025 - $1,651)	15,923	16,378
Prepaid income taxes	6,573	8,097
Prepaid marketing and advertising	3,079	9,275
Prepaid expenses and other current assets	14,017	13,277
TOTAL CURRENT ASSETS	146,885	213,604
Property and equipment, net	6,886	8,115
Operating lease assets	2,148	2,933
Goodwill	199,910	200,135
Other intangible assets, net	453,289	490,664
Deferred income taxes	16,068	16,482
Other noncurrent assets	15,256	14,825
TOTAL ASSETS	$ 840,442	$ 946,758
LIABILITIES AND EQUITY		
CURRENT LIABILITIES		
Portion of operating lease liabilities due within one year	$ 991	$ 1,260
Accounts payable	22,537	9,212
Salaries and wages payable	20,366	34,375
Accrued marketing and advertising	12,238	22,985
Accrued interest	867	1,084
Other accrued liabilities	21,527	23,049
Income taxes payable	2,333	6,006
Deferred revenue	25,215	28,565
TOTAL CURRENT LIABILITIES	106,074	126,536
Long-term debt, net	423,995	465,466
Long-term operating lease liabilities	1,325	1,893
Deferred income taxes	29,858	34,021
Other noncurrent liabilities	540	771
TOTAL LIABILITIES	561,792	628,687
EQUITY		
Successor common stock, $0 par value; 1,000,000 shares authorized; 9,999 shares issued at June 30, 2026 and 9,992 shares issued at December 31, 2025	379,690	378,777
Accumulated deficit	(100,021)	(62,095)
Accumulated other comprehensive (loss) income	(1,019)	1,389
TOTAL EQUITY	278,650	318,071
TOTAL LIABILITIES AND TOTAL EQUITY	$ 840,442	$ 946,758

The accompanying notes are an integral part of the consolidated financial statements.

WW INTERNATIONAL, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENTS OF OPERATIONS
(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

	Successor		Predecessor
	Three Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from March 30, 2025 through June 24, 2025
Subscription revenue, net	$ 161,392	$ 12,078	$ 175,773
Other revenue, net	932	89	1,224
Revenue, net	162,324	12,167	176,997
Cost of subscription revenue	48,015	3,258	46,439
Cost of other revenue	167	—	50
Cost of revenue	48,182	3,258	46,489
Gross profit	114,142	8,909	130,508
Marketing expenses	47,875	2,784	32,093
Product development expenses	6,441	686	14,160
Selling, general and administrative expenses	50,352	2,853	42,851
Operating income	9,474	2,586	41,404
Reorganization items, net	—	—	(1,143,918)
Interest expense	11,588	923	11,061
Gain on extinguishment of debt	(4,612)	—	—
Other (income) expense, net	(421)	932	4,478
Income before income taxes	2,919	731	1,169,782
Benefit from income taxes	(11,155)	(523)	(20,906)
Net income	$ 14,074	$ 1,254	$ 1,190,688
Earnings per share			
Basic	$ 1.41	$ 0.13	$ 14.81
Diluted	$ 1.41	$ 0.13	$ 14.67
Weighted average common shares outstanding			
Basic	9,999	9,987	80,419
Diluted	10,001	9,987	81,165

The accompanying notes are an integral part of the consolidated financial statements.

WW INTERNATIONAL, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENTS OF OPERATIONS
(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

	Successor		Predecessor
	Six Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from December 29, 2024 through June 24, 2025
Subscription revenue, net	$ 328,749	$ 12,078	$ 360,953
Other revenue, net	1,836	89	2,615
Revenue, net	330,585	12,167	363,568
Cost of subscription revenue	97,460	3,258	100,026
Cost of other revenue	310	—	158
Cost of revenue	97,770	3,258	100,184
Gross profit	232,815	8,909	263,384
Marketing expenses	140,809	2,784	110,871
Product development expenses	14,534	686	25,281
Selling, general and administrative expenses	98,436	2,853	78,480
Franchise rights acquired impairments	—	—	27,549
Operating (loss) income	(20,964)	2,586	21,203
Reorganization items, net	—	—	(1,143,918)
Interest expense	23,064	923	38,664
Gain on extinguishment of debt	(4,612)	—	—
Other (income) expense, net	(1,158)	932	6,685
(Loss) income before income taxes	(38,258)	731	1,119,772
(Benefit from) provision for income taxes	(332)	(523)	1,669
Net (loss) income	$ (37,926)	$ 1,254	$ 1,118,103
(Net loss) earnings per share			
Basic	$ (3.79)	$ 0.13	$ 13.93
Diluted	$ (3.79)	$ 0.13	$ 13.80
Weighted average common shares outstanding			
Basic	9,998	9,987	80,271
Diluted	9,998	9,987	80,998

The accompanying notes are an integral part of the consolidated financial statements.

WW INTERNATIONAL, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(IN THOUSANDS)

	Successor		Predecessor
	Three Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from March 30, 2025 through June 24, 2025
Net income	$ 14,074	$ 1,254	$ 1,190,688
Other comprehensive (loss) income:			
Foreign currency translation (loss) gain	(1,379)	1,182	7,444
Income tax expense on foreign currency translation (loss) gain	—	—	—
Foreign currency translation (loss) gain, net of taxes	(1,379)	1,182	7,444
Total other comprehensive (loss) income	(1,379)	1,182	7,444
Comprehensive income	$ 12,695	$ 2,436	$ 1,198,132

The accompanying notes are an integral part of the consolidated financial statements.

WW INTERNATIONAL, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(IN THOUSANDS)

	Successor		Predecessor
	Six Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from December 29, 2024 through June 24, 2025
Net (loss) income	$ (37,926)	$ 1,254	$ 1,118,103
Other comprehensive (loss) income:			
Foreign currency translation (loss) gain	(2,408)	1,182	10,706
Income tax expense on foreign currency translation (loss) gain	—	—	—
Foreign currency translation (loss) gain, net of taxes	(2,408)	1,182	10,706
Total other comprehensive (loss) income	(2,408)	1,182	10,706
Comprehensive (loss) income	$ (40,334)	$ 2,436	$ 1,128,809

The accompanying notes are an integral part of the consolidated financial statements.

WW INTERNATIONAL, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENTS OF CHANGES IN TOTAL EQUITY (DEFICIT)
(IN THOUSANDS)

	Successor Common Stock		Predecessor Common Stock		Predecessor Treasury Stock		Accumulated Other Comprehensive (Loss) Income	Retained Earnings	Total
	Shares	Amount	Shares	Amount	Shares	Amount			
Balance at March 29, 2025 (Predecessor)	—	$ —	130,048	$ —	49,788	$ (3,015,138)	$ (22,570)	$ 1,854,785	$ (1,182,923)
Comprehensive income	—	—	—	—	—	—	7,444	1,190,688	1,198,132
Issuance of treasury stock under stock plans	—	—	—	—	(330)	14,974	—	(15,026)	(52)
Compensation expense on share-based awards	—	—	—	—	—	—	—	3,173	3,173
Cancellation of Predecessor equity	—	—	(130,048)	—	(49,458)	3,000,164	15,126	(3,033,620)	(18,330)
Issuance of Successor equity	9,987	378,533	—	—	—	—	—	—	378,533
Balance at June 24, 2025 (Predecessor)	9,987	$ 378,533	—	$ —	—	$ —	$ —	$ —	$ 378,533

	Successor Common Stock		Predecessor Common Stock		Predecessor Treasury Stock		Accumulated Other Comprehensive (Loss) Income	Retained Earnings	Total
Balance at June 25, 2025 (Successor)	9,987	$ 378,533	—	$ —	—	$ —	$ —	$ —	378,533
Comprehensive income	—	—	—	—	—	—	1,182	1,254	2,436
Balance at June 30, 2025 (Successor)	9,987	$ 378,533	—	$ —	—	$ —	$ 1,182	$ 1,254	$ 380,969

	Successor Common Stock		Predecessor Common Stock		Predecessor Treasury Stock		Accumulated Other Comprehensive Income	Accumulated Deficit	Total
	Shares	Amount	Shares	Amount	Shares	Amount			
Balance at March 31, 2026 (Successor)	9,996	$ 379,306	—	$ —	—	$ —	$ 360	$ (114,095)	$ 265,571
Comprehensive income (loss)	—	—	—	—	—	—	(1,379)	14,074	12,695
Compensation expense on share-based awards	3	384	—	—	—	—	—	—	384
Balance at June 30, 2026 (Successor)	9,999	$ 379,690	—	$ —	—	$ —	$ (1,019)	$ (100,021)	$ 278,650

The accompanying notes are an integral part of the consolidated financial statements.

WW INTERNATIONAL, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENTS OF CHANGES IN TOTAL EQUITY (DEFICIT)
(IN THOUSANDS)

	Successor Common Stock		Predecessor Common Stock		Predecessor Treasury Stock		Accumulated Other Comprehensive (Loss) Income	Retained Earnings	Total
	Shares	Amount	Shares	Amount	Shares	Amount			
Balance at December 28, 2024 (Predecessor)	—	$ —	130,048	$ —	49,997	$ (3,024,710)	$ (25,832)	$ 1,936,170	$ (1,114,372)
Comprehensive income	—	—	—	—	—	—	10,706	1,118,103	1,128,809
Issuance of treasury stock under stock plans	—	—	—	—	(539)	24,546	—	(24,685)	(139)
Compensation expense on share-based awards	—	—	—	—	—	—	—	4,032	4,032
Cancellation of Predecessor equity	—	—	(130,048)	—	(49,458)	3,000,164	15,126	(3,033,620)	(18,330)
Issuance of Successor equity	9,987	378,533	—	—	—	—	—	—	378,533
Balance at June 24, 2025 (Predecessor)	9,987	$ 378,533	—	$ —	—	$ —	$ —	$ —	$ 378,533

	Successor Common Stock		Predecessor Common Stock		Predecessor Treasury Stock		Accumulated Other Comprehensive (Loss) Income	Retained Earnings	Total
	Shares	Amount	Shares	Amount	Shares	Amount			
Balance at June 25, 2025 (Successor)	9,987	$ 378,533	—	$ —	—	$ —	$ —	$ —	$ 378,533
Comprehensive income	—	—	—	—	—	—	1,182	1,254	2,436
Balance at June 30, 2025 (Successor)	9,987	$ 378,533	—	$ —	—	$ —	$ 1,182	$ 1,254	$ 380,969

	Successor Common Stock		Predecessor Common Stock		Predecessor Treasury Stock		Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total
	Shares	Amount	Shares	Amount	Shares	Amount			
Balance at December 31, 2025 (Successor)	9,992	$ 378,777	—	$ —	—	$ —	$ 1,389	$ (62,095)	$ 318,071
Comprehensive loss	—	—	—	—	—	—	(2,408)	(37,926)	(40,334)
Compensation expense on share-based awards	7	913	—	—	—	—	—	—	913
Balance at June 30, 2026 (Successor)	9,999	$ 379,690	—	$ —	—	$ —	$ (1,019)	$ (100,021)	$ 278,650

The accompanying notes are an integral part of the consolidated financial statements.

WW INTERNATIONAL, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENTS OF CASH FLOWS
(IN THOUSANDS)

	Successor		Predecessor
	Six Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from December 29, 2024 through June 24, 2025
Operating activities:			
Net (loss) income	$ (37,926)	$ 1,254	$ 1,118,103
Adjustments to reconcile net (loss) income to cash (used for) provided by operating activities:			
Depreciation and amortization	51,802	1,681	14,201
Amortization of deferred financing costs and debt (premium) discount, net	(51)	—	1,766
Impairment of franchise rights acquired	—	—	27,549
Impairment of long-lived assets	3	—	97
Share-based compensation expense	840	—	4,032
Deferred tax (benefit) provision	(4,259)	—	26,232 (1)
Allowance for doubtful accounts	27	—	(1,131)
Foreign currency exchange rate (gain) loss	(1,059)	933	6,717
Non-cash reorganization items, net	—	—	(1,176,532)
Gain on extinguishment of debt	(4,612)	—	—
Changes in cash due to:			
Receivables	227	466	4,280
Prepaid expenses	6,978	586	(31,281)
Accounts payable	12,357	406	(8,237)
Accrued liabilities	(26,171)	6,178	15,084
Deferred revenue	(3,178)	47	(2,914)
Other long-term assets and liabilities, net	(599)	—	(2,234)
Income taxes	(3,654)	(43)	(30,155) (1)
Cash (used for) provided by operating activities	(9,275)	11,508	(34,423)
Investing activities:			
Capital expenditures	—	—	(87)
Capitalized software and website development expenditures	(11,935)	(188)	(6,253)
Other items, net	—	—	(1)
Cash used for investing activities	(11,935)	(188)	(6,341)
Financing activities:			
Borrowings on revolving credit facility	—	—	171,341
Financing costs	—	—	(1,298)
Payments on long-term debt	(36,808)	—	—
Taxes paid related to net share settlement of equity awards	—	—	(145)
Cash paid for acquisitions	—	—	(16,000)
Cash (used for) provided by financing activities	(36,808)	—	153,898
Effect of exchange rate changes on cash and cash equivalents and restricted cash	(1,266)	544	3,966
Net (decrease) increase in cash and cash equivalents and restricted cash	(59,284)	11,864	117,100
Cash and cash equivalents and restricted cash, beginning of period	166,577	173,620	56,520
Cash and cash equivalents and restricted cash, end of period	$ 107,293	$ 185,484	$ 173,620

(1) In the fourth quarter of fiscal 2025, the Successor Company identified and corrected a $30,735 misclassification between the deferred tax (benefit) provision line and the changes in cash due to income taxes line within the operating cash flows section of the consolidated statement of cash flows for the period from December 29, 2024 through June 24, 2025 (Predecessor). The impact of correcting this misclassification resulted in no change to total operating cash flows and is not considered material. Refer to Note 1 "Basis of Presentation" in these Consolidated Financial Statements for further details on references to "Predecessor" and "Successor."

The accompanying notes are an integral part of the consolidated financial statements.

1. Basis of Presentation

The accompanying consolidated financial statements include the accounts of WW International, Inc., all of its subsidiaries and the variable interest entities of which WW International, Inc. is the primary beneficiary. The terms "Company" and "WW" as used throughout these notes are used to indicate WW International, Inc. and all of its operations consolidated for purposes of its financial statements. The Company's "Behavioral" business refers to providing subscriptions to the Company's digital product offerings with the option to add on unlimited access to the Company's workshops. The Company's "Clinical" business refers to providing subscriptions to the Company's clinical product offerings provided by Weight Watchers Clinic and third parties combined with the Company's digital subscription product offerings and unlimited access to the Company's workshops.

The consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States ("GAAP") for interim financial information and include amounts that are based on management's best estimates and assumptions. While all available information has been considered, actual amounts could differ from those estimates. These estimates and assumptions may change as new events occur and additional information is obtained, and such future changes may have an adverse impact on the Company's results of operations, financial position and liquidity. The consolidated financial statements include all of the Company's majority-owned subsidiaries. All entities acquired, and any entity of which a majority interest was acquired, are included in the consolidated financial statements from the date of acquisition. All intercompany accounts and transactions have been eliminated in consolidation. The Company's operating results for any interim period are not necessarily indicative of future or annual results. The consolidated financial statements are unaudited and, accordingly, they do not include all of the information necessary for a comprehensive presentation of results of operations, financial position and cash flow activity required by GAAP for complete financial statements but, in the opinion of management, reflect all adjustments, including those of a normal recurring nature, necessary for a fair statement of the interim results presented.

These consolidated financial statements should be read in conjunction with the Company's Annual Report on Form 10-K for fiscal 2025 filed on March 16, 2026, which includes additional information about the Company, its results of operations, its financial position and its cash flows.

Emergence from Bankruptcy

As previously disclosed, on May 6, 2025 (the "Petition Date"), WW International, Inc. and its subsidiaries WW North America Holdings, LLC, WW Canada Holdco, Inc., WW.com, LLC, W Holdco, Inc., WW Health Solutions, Inc., Weekend Health, Inc. and WW NewCo, Inc. (the "Debtors") filed voluntary petitions (the "Chapter 11 Cases") under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court"). Subsequently, on May 30, 2025, the Debtors filed with the Court the First Amended Joint Prepackaged Plan of Reorganization of WW International, Inc. and its Debtor Affiliates, Docket No. 143 (as supplemented, the "Plan"), and on June 24, 2025 (the "Emergence Date"), the Debtors emerged from the Chapter 11 Cases in accordance with the Plan.

Between the Petition Date and the Emergence Date, the Debtors entered into certain first day motions and received approval from the Court to take certain operating actions under the supervision of the Court. The effect of the Debtors' emergence from bankruptcy has been applied to the financial statements as of the close of business on June 24, 2025.

As used herein, references to "Predecessor" relate to the Company and its operations prior to and including the Emergence Date and references to "Successor" relate to the Company and its operations after the Emergence Date.

In accordance with the application of fresh start accounting, the Company allocated its reorganization value to its individual assets and liabilities based on their estimated fair value. Accordingly, the Successor's unaudited consolidated financial statements after June 24, 2025 are not comparable with the Predecessor's unaudited consolidated financial statements as of or prior to that date. The fair value of the assets and liabilities following the reorganization may differ from their recorded values as reflected on the historical balance sheet of the Predecessor.

All estimates, assumptions, valuations and financial projections related to fresh start accounting, including the fair value adjustments, the enterprise value and equity value projections, are inherently subject to significant uncertainties and the resolution of contingencies beyond the Company's control. Accordingly, no assurances can be provided that the estimates, assumptions, valuations or financial projections will be realized, and actual results could vary materially.

(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

The Debtors applied Accounting Standards Codification ("ASC") 852, *Reorganizations*, during the period from the Petition Date to the Emergence Date. The prepetition liabilities that are unsecured, under-secured or where it could not be determined that the liabilities are fully secured, were classified to "Liabilities subject to compromise" through the Emergence Date. For the period from the Petition Date to the Emergence Date, the Predecessor prepared the unaudited financial statements by distinguishing transactions associated with the reorganization as separate from activities related to the ongoing operations of the business. Accordingly, certain expenses, realized gains and losses and provisions for losses that were realized or incurred during and directly related to the Chapter 11 Cases, including fresh start valuation adjustments and gains on liabilities subject to compromise, were recorded as reorganization items, net in the unaudited consolidated statements of operations in the Predecessor period.

Due to the lack of comparability with historical financial statements, the Company's unaudited financial statements and related footnotes are presented with a "black line" that separates the Predecessor and Successor periods to emphasize the lack of comparability between amounts presented after the Emergence Date and amounts presented for all prior periods. The Successor's financial results for future periods following the application of fresh start accounting will be different from historical trends and the differences may be material.

Liquidity

As noted above, the Debtors voluntarily commenced and completed a prepackaged bankruptcy filing under Chapter 11 of the Bankruptcy Code to restructure the Company's debt and allow increased operating cash flow for funding its operations and strategic initiatives. The Company has experienced and expects to continue to experience significant market disruption and competitive pressures, and shifts in consumer behavior in the weight loss category. This includes a rapid adoption of GLP-1 and other medications available as weight-loss options, an evolving regulatory landscape, and significantly increased competition from new entrants. These factors have negatively impacted the Company's business. While the Clinical business is growing, it has not yet been able to offset the declines in the Behavioral business, resulting in decreased revenue overall. Further, the Company has historically had recurring net losses.

The Company's principal sources of liquidity are cash and cash equivalents and cash flows from operations. The Company's primary cash needs are funding its operations and global strategic initiatives, meeting debt service requirements and other financing commitments. The Company had unrestricted cash on hand of $101,497 as of June 30, 2026 (Successor). Given the Company's current and forecasted liquidity position, it does not foresee needing access to additional sources of liquidity in the next 12 months.

2. Leases

The Company's lease assets and lease liabilities for its studios and corporate offices were as follows:

	Successor	
	June 30, 2026	December 31, 2025
Assets:		
Operating leases	$ 2,148	$ 2,933
Total lease assets	$ 2,148	$ 2,933
Liabilities:		
Current		
Operating leases	$ 991	$ 1,260
Noncurrent		
Operating leases	1,325	1,893
Total lease liabilities	$ 2,316	$ 3,153

(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

The components of the Company's lease cost were as follows:

	Successor		Predecessor
	Three Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from March 30, 2025 through June 24, 2025
Operating lease cost:			
Fixed lease cost	$ 442	$ 17	$ 3,114
Lease termination cost	—	—	740
Variable lease cost	—	—	2
Total operating lease cost	$ 442	$ 17	$ 3,856

	Successor		Predecessor
	Six Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from December 29, 2024 through June 24, 2025
Operating lease cost:			
Fixed lease cost	$ 886	$ 17	$ 6,574
Lease termination cost	—	—	740
Variable lease cost	—	—	4
Total operating lease cost	$ 886	$ 17	$ 7,318

The Company recorded sublease income for the three months ended June 30, 2026 (Successor) and the period from March 30, 2025 through June 24, 2025 (Predecessor) of $170 and $1,086, respectively, as an offset to selling, general and administrative expenses. The Company recorded sublease income for the six months ended June 30, 2026 (Successor) and the period from December 29, 2024 through June 24, 2025 (Predecessor) of $342 and $2,205, respectively, as an offset to selling, general and administrative expenses.

The Company's weighted average remaining lease term and weighted average discount rates were as follows:

	Successor	
	June 30, 2026	December 31, 2025
Weighted Average Remaining Lease Term (years)		
Operating leases	2.45	2.69
Weighted Average Discount Rate		
Operating leases	9.46	9.42

The Company's leases have remaining lease terms of 0 to 3 years with a weighted average lease term of 2.45 years at June 30, 2026 (Successor).

At June 30, 2026 (Successor), the maturity of the Company's lease liabilities in each of the next five fiscal years and thereafter were as follows:

	Operating Leases
Remainder of fiscal 2026	$ 568
Fiscal 2027	979
Fiscal 2028	664
Fiscal 2029	415
Fiscal 2030	—
Fiscal 2031	—
Thereafter	—
Total lease payments	$ 2,626
Less imputed interest	310
Present value of lease liabilities	$ 2,316

(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

Supplemental cash flow information related to leases were as follows:

	Successor		Predecessor
	Six Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from December 29, 2024 through June 24, 2025
Cash paid for amounts included in the measurement of lease liabilities			
Operating cash flows from operating leases	$ 973	$ —	$ 7,160
Operating cash flows from finance leases	$ —	$ —	$ —
Financing cash flows from finance leases	$ —	$ —	$ —
Lease assets modified in exchange for modified operating lease liabilities	$ —	$ —	$ (34,172)
Lease assets obtained in exchange for new finance lease liabilities	$ —	$ —	$ —

3. Revenue

The following tables present the Company’s revenue disaggregated by revenue source:

	Successor		Predecessor
	Three Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from March 30, 2025 through June 24, 2025
Behavioral Subscription Revenue	$ 121,486	$ 10,345	$ 146,913
Clinical Subscription Revenue	39,906	1,733	28,860
Subscription Revenue, net	$ 161,392	$ 12,078	$ 175,773
Other Revenue, net	932	89	1,224
Revenue, net	$ 162,324	$ 12,167	$ 176,997

	Successor		Predecessor
	Six Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from December 29, 2024 through June 24, 2025
Behavioral Subscription Revenue	$ 250,010	$ 10,345	$ 302,636
Clinical Subscription Revenue	78,739	1,733	58,317
Subscription Revenue, net	$ 328,749	$ 12,078	$ 360,953
Other Revenue, net	1,836	89	2,615
Revenue, net	$ 330,585	$ 12,167	$ 363,568

(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

Information about Contract Balances

For Subscription Revenue, the Company can collect payment in advance of providing services. Any amounts collected in advance of services being provided are recorded in deferred revenue. In the case where amounts are not collected, but the service has been provided and the revenue has been recognized, the amounts are recorded in accounts receivable. The opening and ending balances of the Company’s deferred revenue were as follows:

	Deferred Revenue Current	Deferred Revenue Long-Term
Balance as of December 28, 2024 (Predecessor)	$ 31,655	$ 93
Net decrease during the period	(1,873)	(8)
Balance as of June 24, 2025 (Predecessor)	$ 29,782	$ 85
Balance as of June 25, 2025 (Successor)	$ 29,782	$ 85
Net increase during the period	172	—
Balance as of June 30, 2025 (Successor)	$ 29,954	$ 85

	Deferred Revenue Current	Deferred Revenue Long-Term
Balance as of December 31, 2025 (Successor)	$ 28,565	$ 55
Net decrease during the period	(3,350)	(47)
Balance as of June 30, 2026 (Successor)	$ 25,215	$ 8

Revenue recognized from amounts included in current deferred revenue as of December 28, 2024 (Predecessor) was $26,934 for the period from December 29, 2024 through June 24, 2025 (Predecessor) and $232 for the period from June 25, 2025 through June 30, 2025 (Successor). Revenue recognized from amounts included in current deferred revenue as of December 31, 2025 (Successor) was $25,155 for the six months ended June 30, 2026 (Successor).

4. Goodwill and Other Intangible Assets

Goodwill

The change in the carrying value of goodwill was as follows:

Balance as of December 28, 2024 (Predecessor)	$ 239,583
Effect of exchange rate changes	2,839
Balance as of June 24, 2025 (Predecessor) - Prior to fresh start accounting	$ 242,422
Fresh start accounting adjustments	(43,369)
Balance as of June 24, 2025 (Predecessor)	$ 199,053
Balance as of June 25, 2025 (Successor)	$ 199,053
Goodwill acquired during the period	1,020
Effect of exchange rate changes	62
Balance as of December 31, 2025 (Successor)	$ 200,135
Effect of exchange rate changes	(225)
Balance as of June 30, 2026 (Successor)	$ 199,910

Goodwill Impairment

The Company reviews goodwill for potential impairment on at least an annual basis or more often if events so require. The Company performed its annual fair value impairment testing for fiscal 2026 and fiscal 2025 on May 1, 2026 (Successor) and May 4, 2025 (Predecessor), respectively.

(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

Based on the results of the annual goodwill impairment test performed for the Company's Behavioral and Clinical reporting units, which held 81.0% and 19.0% of the Company's goodwill as of May 1, 2026 (Successor), respectively, the Company concluded that no goodwill impairment existed as of May 1, 2026 (Successor). However, the Company identified its Behavioral reporting unit as being at risk for impairment, as the estimated fair value of this reporting unit exceeded its respective carrying value by less than 10% as of May 1, 2026 (Successor).

The Company also conducted an interim goodwill impairment test for its Behavioral and Clinical reporting units during the three months ended March 31, 2026 (Successor) because various qualitative and quantitative factors collectively indicated a triggering event had occurred. Based on the results of the interim impairment test, the Company concluded that no goodwill impairment existed as of March 31, 2026 (Successor).

In performing the annual goodwill impairment test as of May 4, 2025 (Predecessor), the Company determined that the carrying values of its goodwill reporting units did not exceed their respective fair values and, therefore, no impairment existed.

The Company also conducted an interim goodwill impairment test for its Behavioral and Clinical reporting units during the three months ended March 29, 2025 (Predecessor) because various qualitative and quantitative factors collectively indicated a triggering event had occurred. Based on the results of the interim impairment test, the Company concluded that no goodwill impairment existed as of March 29, 2025 (Predecessor).

Other Intangible Assets, Net

The components of other intangible assets, net as of June 30, 2026 (Successor) and December 31, 2025 (Successor) were as follows:

	Successor June 30, 2026			
	Useful Life	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Indefinite-lived intangible asset:				
Trade name	Indefinite	$ 320,000	$ —	$ 320,000
Finite-lived intangible assets:				
Database	3 years	46,000	15,585	30,415
Developed technology	3-6 years	70,000	19,821	50,179
Customers/subscribers	1 year	58,000	58,000	—
Customer relationships	6 years	35,000	5,929	29,071
Capitalized software and website development costs	3 years	26,768	3,144	23,624
Total other intangible assets		$ 555,768	$ 102,479	$ 453,289

	Successor December 31, 2025			
	Useful Life	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Indefinite-lived intangible asset:				
Trade name	Indefinite	$ 320,000	$ —	$ 320,000
Finite-lived intangible assets:				
Database	3 years	46,000	7,982	38,018
Developed technology	3-6 years	70,000	10,151	59,849
Customers/subscribers	1 year	58,000	30,192	27,808
Customer relationships	6 years	35,000	3,036	31,964
Capitalized software and website development costs	3 years	13,552	527	13,025
Total other intangible assets		$ 542,552	$ 51,888	$ 490,664

(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

Aggregate amortization expense for finite-lived intangible assets was recorded in the amounts of $25,325 and $50,591 for the three and six months ended June 30, 2026 (Successor), respectively. Aggregate amortization expense for finite-lived intangible assets was recorded in the amounts of $1,623, $6,455 and $12,405 for the period from June 25, 2025 through June 30, 2025 (Successor), the period from March 30, 2025 through June 24, 2025 (Predecessor) and the period from December 29, 2024 through June 24, 2025 (Predecessor), respectively.

Estimated amortization expense of existing finite-lived intangible assets for the next five fiscal years and thereafter is as follows:

Remainder of fiscal 2026	$	25,153
Fiscal 2027	$	49,609
Fiscal 2028	$	32,939
Fiscal 2029	$	11,313
Fiscal 2030	$	9,667
Fiscal 2031	$	4,608
Thereafter	$	—

Other Indefinite-Lived Intangible Assets Impairment

The Company reviews other indefinite-lived intangible assets for potential impairment on at least an annual basis or more often if events so require. As discussed above, the Company performed its annual fair value impairment testing for fiscal 2026 and fiscal 2025 on May 1, 2026 (Successor) and May 4, 2025 (Predecessor), respectively.

Based on the results of the annual impairment test performed for the Company's trade name indefinite-lived intangible asset, the Company concluded that no impairment existed as of May 1, 2026 (Successor). However, the Company identified its trade name indefinite-lived intangible asset as being at risk for impairment, as the estimated fair value of this asset exceeded its respective carrying value by less than 10% as of May 1, 2026 (Successor).

As discussed above, based on the triggering event indicated during the three months ended March 31, 2026 (Successor), the Company performed an interim impairment test for its trade name indefinite-lived intangible asset. Based on the results of the interim impairment test, the Company concluded that no impairment existed as of March 31, 2026 (Successor).

In performing the annual impairment test as of May 4, 2025 (Predecessor) for the Company's franchise rights acquired indefinite-lived intangible asset, the Company determined that the carrying value did not exceed its respective fair value and, therefore, no impairment existed.

As discussed above, based on the triggering event indicated during the three months ended March 29, 2025 (Predecessor), the Company performed an interim impairment test for its franchise rights acquired indefinite-lived intangible asset. Based on the results of the interim impairment test, the Company determined that the carrying value of its United States indefinite-lived franchise rights acquired unit of account, which held 100.0% of the Company's indefinite-lived franchise rights acquired at the March 29, 2025 (Predecessor) balance sheet date, exceeded its fair value. Accordingly, the Company recorded an impairment charge for its United States unit of account of $27,549 in the first quarter of fiscal 2025 (Predecessor). The impairment charge recorded in the first quarter of fiscal 2025 (Predecessor) was driven primarily by the weighted average cost of capital used in the interim impairment tests, reflecting market factors, including higher interest rates and the trading values of the Company's equity and debt, and, to a lesser extent, business performance in the Behavioral business.

(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

5. Long-Term Debt

The components of the Company's long-term debt were as follows:

	Successor							
	June 30, 2026				December 31, 2025			
	Principal Balance	Unamortized Deferred Financing Costs	Unamortized Debt Premium	Effective Rate [1]	Principal Balance	Unamortized Deferred Financing Costs	Unamortized Debt Premium	Effective Rate [1]
New Term Loan Facility due June 24, 2030	$ 423,593	$ 1,005	$ (1,407)	10.47%	$ 465,000	$ 1,168	$ (1,634)	10.91%
Total	$ 423,593	$ 1,005	$ (1,407)	10.47%	$ 465,000	$ 1,168	$ (1,634)	10.91%
Less: Current portion	—				—			
Less: Unamortized deferred financing costs	(1,005)				(1,168)			
Plus: Unamortized debt premium	1,407				1,634			
Total long-term debt	$ 423,995				$ 465,466			

(1) Includes amortization of deferred financing costs and debt premium.

Total interest expense on long-term debt, inclusive of amortization of deferred financing costs and debt premium, amounted to $12,041 and $24,210 for the three and six months ended June 30, 2026 (Successor), respectively. In the period from June 25, 2025 through June 30, 2025 (Successor), total interest expense on long-term debt, inclusive of amortization of deferred financing costs, amounted to $923. Total interest expense on long-term debt, inclusive of amortization of deferred financing costs and debt discounts, amounted to $11,061 and $38,664 for the period from March 30, 2025 through June 24, 2025 (Predecessor) and the period from December 29, 2024 through June 24, 2025 (Predecessor), respectively.

As of June 30, 2026 (Successor) and December 31, 2025 (Successor), the Company's debt consisted of variable-rate instruments. The weighted average interest rate (which includes amortization of deferred financing costs and debt premium) on the Company's outstanding debt was approximately 10.47% and 10.91% per annum at June 30, 2026 (Successor) and December 31, 2025 (Successor), respectively, based on interest rates on these dates.

Senior Secured Credit Agreement

In connection with the Company's emergence from bankruptcy, on June 24, 2025 the Company, as borrower, the lenders party thereto, and Wilmington Savings Fund Society, FSB ("WSFS"), as administrative agent, entered into a senior secured credit agreement (the "Senior Secured Credit Agreement") which provides for a five-year term loan in an aggregate principal amount of $465,000 maturing on June 24, 2030 (the "New Term Loan Facility"). As of June 30, 2026 (Successor), the Company had $423,593 in an aggregate principal amount of loans outstanding under the New Term Loan Facility. Additionally, the Company has $3,409 in issued but undrawn letters of credit outstanding with Bank of America, N.A., which are permitted under the Senior Secured Credit Agreement and issued pursuant to separate reimbursement and cash collateral agreements.

The New Term Loan Facility bears a variable interest rate based on either (1) the sum of (x) a base rate determined by reference to the highest of (a) 0.50% per annum plus the Federal Funds Effective Rate (as defined in the Senior Secured Credit Agreement), (b) the prime rate announced by WSFS and (c) one-month Term Secured Overnight Financing Rate ("SOFR") plus 1.00%; provided that such rate is not lower than a floor of 1.50%, plus (y) 5.80% per annum, or (2) the sum of (x) Term SOFR plus (y) 6.80% per annum, provided that Term SOFR is not lower than a floor of 0.50%. The interest rate in effect for the New Term Loan Facility as of June 30, 2026 (Successor) was 10.53%.

All obligations under the Senior Secured Credit Agreement are guaranteed by, subject to certain exceptions, each of the Company's current and future material subsidiaries. All obligations under the Senior Secured Credit Agreement, and the guarantees of those obligations, are or will be secured by substantially all of the assets of the Company and each guarantor organized in the United States, the United Kingdom and the Netherlands (each, a "Secured Guarantor").

In May 2026, the Company made a voluntary prepayment of $10,000 in cash to prepay a portion of its New Term Loan Facility at 68.5% of par, thus reducing the outstanding principal on its New Term Loan Facility by $14,599. As a result of this prepayment, the Company recorded a gain on extinguishment of debt of $4,612 in the second quarter of fiscal 2026.

The Company is required to prepay (a) 100% of the unrestricted cash held by the Company and its subsidiaries in excess of $100,000 applicable to the last 10 calendar days of the first quarter of each fiscal year, (b) 100% of the proceeds from the sale of certain assets and proceeds of certain casualty events, and (c) 100% of incurrence of any new debt proceeds unless such incurrence is permitted under the credit agreement. Other than the mandatory prepayments of excess unrestricted cash as described above, the Company is also required to pay a prepayment premium of: (a) for the first eighteen months following the Emergence Date, 2.00% of the aggregate principal amount of prepayments or refinancings of the New Term Loan Facility in excess of $200,000, (b) from the eighteen-month anniversary of the Emergence Date to the second anniversary of the Emergence Date, 2.00% of the aggregate principal amount of prepayments or refinancings of the New Term Loan Facility, and (c) from the second anniversary of the Emergence Date to the third anniversary of the Emergence Date, 1.00% of the aggregate principal amount of prepayments or refinancings of the New Term Loan Facility. All prepayments of the principal balance of outstanding loans under the New Term Loan Facility are subject to customary "breakage" costs with respect to Term SOFR loans under the New Term Loan Facility. The Senior Secured Credit Agreement contains other customary terms, including (1) representations, warranties and affirmative covenants, (2) negative covenants, including limitations on indebtedness, liens, mergers, acquisitions, asset sales, investments, distributions, prepayments of subordinated debt, amendments of material agreements governing subordinated indebtedness, changes to lines of business and transactions with affiliates, in each case subject to baskets, thresholds and other exceptions, the availability of certain of which are subject to compliance with certain financial ratios, and (3) customary events of default. Accordingly, in June 2026, the Company made its annual cash sweep prepayment of $26,808 to prepay a portion of its New Term Loan Facility at par.

Prepetition Liabilities

On April 13, 2021, the Company, as borrower, the lenders party thereto and Bank of America, N.A., as administrative agent and an issuing bank, entered into a credit agreement (the "Prepetition Credit Agreement"). The Prepetition Credit Agreement provided for senior secured financing of $1,175,000 in the aggregate, consisting of (1) $1,000,000 in aggregate principal amount of senior secured tranche B term loans maturing on April 13, 2028 (the "Prepetition Term Loan Facility") and (2) a $175,000 senior secured revolving credit facility (which included borrowing capacity available for letters of credit) maturing on April 23, 2026 (the "Prepetition Revolving Credit Facility" and, together with the Prepetition Term Loan Facility, the "Prepetition Credit Facilities"). On January 2, 2025 and January 31, 2025, the Company borrowed $50,000 and $121,341, respectively, under the Prepetition Revolving Credit Facility. Upon emergence from bankruptcy, all outstanding liabilities of approximately $1,116,000 under the Prepetition Credit Facilities and the Prepetition Credit Agreement were discharged and the liens and mortgages related thereto were released. Between the Petition Date and the Emergence Date, the Company's obligations were automatically stayed and the Company entered into certain first day motions to take certain operating actions under the supervision of the Court. Contractual interest on the Company's obligations amounted to $15,412, which is $4,351 in excess of reported interest expense during the Predecessor period.

On April 13, 2021, the Company issued $500,000 in aggregate principal amount of its 4.500% Senior Secured Notes due 2029 (the "Notes"). The Notes were issued pursuant to an indenture, dated as of April 13, 2021 (the "Indenture"), among the Company, the guarantors named therein and The Bank of New York Mellon, as trustee and notes collateral agent. Upon emergence from bankruptcy, all outstanding obligations of $500,000 under the Notes and the Indenture were discharged and the liens and mortgages related thereto were released.

6. Per Share Data

Basic earnings (net loss) per share is calculated utilizing the weighted average number of common shares outstanding during the periods presented. Diluted earnings (net loss) per share is calculated utilizing the weighted average number of common shares outstanding during the periods presented adjusted for the effect of dilutive common stock equivalents.

(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

The following table sets forth the computation of basic and diluted earnings (net loss) per share:

	Successor		Predecessor
	Three Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from March 30, 2025 through June 24, 2025
Numerator:			
Net income	$ 14,074	$ 1,254	$ 1,190,688
Denominator:			
Weighted average shares of common stock outstanding	9,999	9,987	80,419
Effect of dilutive common stock equivalents	2	—	746
Weighted average diluted common shares outstanding	10,001	9,987	81,165
Earnings per share			
Basic	$ 1.41	$ 0.13	$ 14.81
Diluted	$ 1.41	$ 0.13	$ 14.67

	Successor		Predecessor
	Six Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from December 29, 2024 through June 24, 2025
Numerator:			
Net (loss) income	$ (37,926)	$ 1,254	$ 1,118,103
Denominator:			
Weighted average shares of common stock outstanding	9,998	9,987	80,271
Effect of dilutive common stock equivalents	—	—	727
Weighted average diluted common shares outstanding	9,998	9,987	80,998
(Net loss) earnings per share			
Basic	$ (3.79)	$ 0.13	$ 13.93
Diluted	$ (3.79)	$ 0.13	$ 13.80

The number of anti-dilutive common stock equivalents excluded from the calculation of the weighted average number of common shares for diluted earnings (net loss) per share was 160 and 228 for the three and six months ended June 30, 2026 (Successor), respectively. The number of anti-dilutive common stock equivalents excluded from the calculation of the weighted average number of common shares for diluted earnings per share was 0, 6,561 and 7,003 for the period from June 25, 2025 through June 30, 2025 (Successor), the period from March 30, 2025 through June 24, 2025 (Predecessor) and the period from December 29, 2024 through June 24, 2025 (Predecessor), respectively.

7. Income Taxes

The Company historically calculated its interim provision for income taxes by applying an estimated annual effective tax rate ("AETR") to year-to-date ordinary income or loss. However, for the three and six months ended June 30, 2026 (Successor), the Company determined that small variations in estimated full-year ordinary loss would result in significant, unreliable fluctuations in the estimated AETR. Consequently, pursuant to ASC 740-270, the income tax benefit for the three and six months ended June 30, 2026 (Successor) was computed using a discrete effective tax rate method applied to actual year-to-date results.

For the three and six months ended June 30, 2026 (Successor), the Company recorded a tax benefit of $11,155 and $332, respectively. The primary difference between the U.S. federal statutory tax rate and the Company's consolidated effective tax rate for the three and six months ended June 30, 2026 (Successor) was the Company's valuation allowance on its interest limitation carryforward.

(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

The Company recorded a tax benefit of $523 for the period from June 25, 2025 through June 30, 2025 (Successor), a tax benefit of $20,906 for the period from March 30, 2025 through June 24, 2025 (Predecessor) and tax expense of $1,669 for the period from December 29, 2024 through June 24, 2025 (Predecessor). For the three and six months ended June 30, 2025, the difference between the U.S. federal statutory tax rate and the Company's consolidated effective tax rate was the Company's valuation allowance on its deferred tax assets as well as discrete items related to the Company's bankruptcy proceedings during both the Predecessor (ending June 24, 2025) and Successor (ending June 30, 2025) periods.

The adoption of the Organization for Economic Cooperation and Development's global tax reform initiative, which introduced a global minimum tax of 15% applicable to large multinational corporations, did not have an impact during the three and six months ended June 30, 2026 (Successor). In addition, the One Big Beautiful Bill Act that was signed into law on July 4, 2025 in the U.S., which contains a broad range of tax reform provisions affecting businesses, did not have a material impact on the Company's consolidated financial statements.

8. Cash Flow Information

The following table presents the Company's cash and cash equivalents and restricted cash by balance sheet location:

	Successor	
	June 30, 2026	December 31, 2025
Cash and cash equivalents	$ 101,497	$ 160,279
Restricted cash	5,796	6,298
Total cash and cash equivalents and restricted cash	$ 107,293	$ 166,577

The Company's restricted cash at June 30, 2026 (Successor) and December 31, 2025 (Successor) consisted of cash held in escrow accounts in connection with letters of credit and processor payments.

9. Legal

Due to the nature of the Company's activities, it is, at times, subject to pending and threatened legal actions that arise out of the ordinary course of business. In the opinion of management, the disposition of any such matters is not expected, individually or in the aggregate, to have a material adverse effect on the Company's results of operations, financial condition or cash flows. However, the results of legal actions cannot be predicted with certainty. Therefore, it is possible that the Company's results of operations, financial condition or cash flows could be materially adversely affected in any particular period by the unfavorable resolution of one or more legal actions.

10. Segment and Geographic Data

The Company operates as one operating segment. Following the departure of the Company's Chief Executive Officer in March 2026, the Company's chief operating decision maker ("CODM") became its Interim Office of the Chief Executive, comprised of the Chief Financial Officer and Chief Operations Officer. The CODM reviews financial information presented on a consolidated basis. The CODM uses net income (loss) to assess financial performance and allocate resources. Significant expenses within net income (loss) include cost of revenue, marketing expenses, product development expenses, and selling, general and administrative expenses, which are each separately presented on the Company's consolidated statements of operations. Other segment items within net income (loss) include reorganization items, net, interest expense, gain on extinguishment of debt, other expense (income), net, and provision for (benefit from) income taxes, as applicable.

11. Fair Value Measurements

Accounting guidance on fair value measurements for certain financial assets and liabilities requires that assets and liabilities carried at fair value be classified and disclosed in one of the following three categories:

- Level 1 – Quoted prices in active markets for identical assets or liabilities.
- Level 2 – Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

- Level 3 – Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

When measuring fair value, the Company is required to maximize the use of observable inputs and minimize the use of unobservable inputs.

Fair Value of Financial Instruments

The fair value of the Company's New Term Loan Facility was determined by utilizing average bid prices on or near the end of each fiscal quarter (Level 2 input). As of June 30, 2026 (Successor) and December 31, 2025 (Successor), the fair value of the Company's New Term Loan Facility was approximately $317,191 and $412,236, respectively, as compared to the carrying value (excluding the debt premium and deferred financing costs) of $423,593 and $465,000, respectively.

The Company did not have any transfers into or out of Levels 1 and 2 and did not maintain any assets or liabilities classified as Level 3 during the three and six months ended June 30, 2026 (Successor).

12. Accumulated Other Comprehensive Income (Loss)

Amounts reclassified out of accumulated other comprehensive income (loss) were as follows:

Changes in Accumulated Other Comprehensive Income (Loss) by Component [(1)]

	(Loss) Gain on Foreign Currency Translation
Balance as of December 28, 2024 (Predecessor)	$ (25,832)
Other comprehensive income, net of tax	10,706
Fresh start accounting adjustments	15,126
Balance as of June 24, 2025 (Predecessor)	$ —
Balance as of June 25, 2025 (Successor)	$ —
Other comprehensive income, net of tax	1,182
Balance as of June 30, 2025 (Successor)	$ 1,182

(1) Amounts in parentheses indicate debits

	Gain (Loss) on Foreign Currency Translation
Balance as of December 31, 2025 (Successor)	$ 1,389
Other comprehensive loss, net of tax	(2,408)
Balance as of June 30, 2026 (Successor)	$ (1,019)

(1) Amounts in parentheses indicate debits

13. Restructuring

2025 Plan

As previously disclosed, in the fourth quarter of fiscal 2025 (Successor), the Company committed to a plan of reduction in force that has resulted in the elimination of certain positions and the termination of employment for certain employees worldwide in order to further streamline the Company's operations (the "2025 Plan"). The cumulative amount incurred as of June 30, 2026 (Successor) related to the aggregate 2025 Plan is $8,975, consisting of employee termination benefit costs of $8,744 and other cash restructuring charges of $231. The Company fully executed the 2025 Plan during the first quarter of fiscal 2026 (Successor).

(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

For the three and six months ended June 30, 2026 (Successor), the components of the Company's restructuring charges for the 2025 Plan were as follows:

	Successor	
	Three Months Ended June 30, 2026	Six Months Ended June 30, 2026
Restructuring charges:		
Employee termination benefit costs	$ 7	$ 349
Other cash restructuring charges	21	147
Total restructuring charges	$ 28	$ 496

For the three and six months ended June 30, 2026 (Successor), restructuring charges for the 2025 Plan were recorded in the Company's consolidated statements of operations as follows:

	Successor	
	Three Months Ended June 30, 2026	Six Months Ended June 30, 2026
Cost of revenue	$ —	$ (65)
Selling, general and administrative expenses	28	561
Total restructuring charges	$ 28	$ 496

The following table presents a roll-forward of cash restructuring-related liabilities, which is included within accrued expenses on the Company's consolidated balance sheets:

	Employee termination benefit costs	Other cash restructuring charges	Total
Balance as of June 25, 2025 (Successor)	$ —	$ —	$ —
Charges	8,395	84	8,479
Payments	(670)	(84)	(754)
Balance as of December 31, 2025 (Successor)	$ 7,725	$ —	$ 7,725
Charges	221	147	368
Payments	(7,259)	(147)	(7,406)
Change in estimate	128	—	128
Balance as of June 30, 2026 (Successor)	$ 815	$ —	$ 815

At June 30, 2026 (Successor), the Company expects the remaining employee termination benefit liability to be paid in full by the end of fiscal 2026.

CAUTIONARY NOTICE REGARDING FORWARD-LOOKING STATEMENTS

Except for historical information contained herein, this Quarterly Report on Form 10-Q includes “forward-looking statements,” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), including, in particular, the statements about our plans, strategies, objectives, initiatives, and prospects under the heading “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” We have generally used the words “may,” “will,” “could,” “expect,” “anticipate,” “believe,” “estimate,” “plan,” “intend,” “aim” and similar expressions in this Quarterly Report on Form 10-Q to identify forward-looking statements. We have based these forward-looking statements on our current views with respect to future events and financial performance. Actual results could differ materially from those projected in these forward-looking statements. These forward-looking statements are subject to risks, uncertainties and assumptions, including, among other things:

- our recent emergence from bankruptcy, which could adversely affect our business and relationships and subjects us to risks and uncertainties;
- competition from other weight management and health and wellness industry participants or the development of more effective or more favorably perceived weight management methods;
- our failure to continue to retain and grow our subscriber base;
- our ability to be a leader in the rapidly evolving and increasingly competitive clinical weight management and weight loss market;
- our ability to continue to develop new, innovative services and products and enhance our existing services and products or the failure of our services, products or brands to continue to appeal to the market, or our ability to successfully expand into new channels of distribution or respond to consumer trends or sentiment;
- our ability to successfully implement strategic initiatives;
- the effectiveness and efficiency of our advertising and marketing programs across multiple platforms, including digital marketing and social media platforms;
- the impact on our reputation of actions taken by our franchisees, licensees, suppliers, affiliated provider entities, PCs’ healthcare professionals, and other partners;
- the recognition of asset impairment charges;
- the loss of key personnel, strategic partners or consultants or failure to effectively manage and motivate our workforce;
- our chief executive officer transition, and our ability to appoint a new chief executive officer with the required level of experience and expertise in a timely manner;
- our ability to successfully make acquisitions or enter into collaborations or joint ventures, including our ability to successfully integrate, operate or realize the anticipated benefits of such businesses;
- uncertainties related to a downturn in general economic conditions or consumer confidence, including as a result of the existing inflationary environment, changes in tariffs and escalating trade tensions, rising interest rates, the potential impact of political and social unrest and increased volatility in the credit and capital markets;
- the seasonal nature of our business;
- our failure to maintain effective internal control over financial reporting;
- the impact of events that impede accessing resources or discourage or impede people from gathering with others;
- the early termination by us of leases;
- the inability to renew certain of our licenses, or the inability to do so on terms that are favorable to us;
- the dependence of our payments system on third-party service providers;
- the impact of our exposure to variable rate indebtedness;
- the ability to generate sufficient cash to service our debt and satisfy our other liquidity requirements;
- uncertainties regarding the satisfactory operation of our technology or systems;
- the impact of data security breaches and other malicious acts or privacy concerns, including the costs of compliance with evolving privacy laws and regulations;
- our ability to successfully integrate and use artificial intelligence in our business;
- our ability to enforce our intellectual property rights both domestically and internationally, as well as the impact of our involvement in any claims related to intellectual property rights;
- the impact of existing and future laws and regulations;
- risks related to our exposure to extensive and complex healthcare laws and regulations;
- the outcomes of litigation or regulatory actions;

- risks and uncertainties associated with our international operations, including regulatory, economic, political, social, intellectual property, and foreign currency risks, which risks may be exacerbated as a result of war and terrorism;
- our ability to engage in share repurchases and pay cash dividends in the foreseeable future;
- risks related to the actions of activist shareholders and anti-takeover provisions in our articles of incorporation and bylaws;
- risks related to the actions of our shareholders and the exclusive forum provisions in our articles of incorporation;
- the possibility that we could fail to maintain the listing of our common stock on The Nasdaq Stock Market LLC; and
- other risks and uncertainties, including those included in this Quarterly Report on Form 10-Q and those detailed from time to time in our periodic reports filed with the Securities and Exchange Commission (the "SEC").

You should not put undue reliance on any forward-looking statements. You should understand that many important factors, including those discussed herein, could cause our results to differ materially from those expressed or suggested in any forward-looking statement. Except as required by law, we do not undertake any obligation to update or revise these forward-looking statements to reflect new information or events or circumstances that occur after the date of this Quarterly Report on Form 10-Q or to reflect the occurrence of unanticipated events or otherwise.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

WW International, Inc. is a Virginia corporation with its principal executive offices in New York, New York. In this Quarterly Report on Form 10-Q, unless the context indicates otherwise, "we," "us," "our," the "Company," "Weight Watchers" and "WW" refer to WW International, Inc. and all of its operations consolidated for purposes of its financial statements. We have one reportable segment for the purpose of making operational and resource decisions and assessing financial performance. Our "Behavioral" business refers to providing subscriptions to our digital product offerings with the option to add on unlimited access to our workshops. Our "Clinical" business refers to providing subscriptions to our clinical product offerings provided by Weight Watchers Clinic and third parties combined with our digital subscription product offerings and unlimited access to our workshops.

Following our emergence from bankruptcy as described below, we changed our previous 52- or 53-week fiscal year ending on the Saturday closest to December 31 to a fiscal year coincident with the calendar year. We made the fiscal year change on a prospective basis and prior periods were not adjusted. The Company's quarterly results are now presented for quarterly periods ending March 31, June 30 and September 30 of each year. In this Quarterly Report on Form 10-Q:

- "fiscal 2024" refers to our fiscal year ended December 28, 2024;
- "fiscal 2025" refers to our fiscal year ended December 31, 2025 (included four extra days due to our change in fiscal year end); and
- any fiscal year thereafter refers to a fiscal year ended December 31 of the respective calendar year.

The following terms used in this Quarterly Report on Form 10-Q are our trademarks: Weight Watchers® and the Weight Watchers logo.

You should read the following discussion in conjunction with our Annual Report on Form 10-K for fiscal 2025 that includes additional information about us, our results of operations, our financial position and our cash flows, and with our unaudited consolidated financial statements and related notes included in Item 1 of this Quarterly Report on Form 10-Q (collectively referred to as the "Consolidated Financial Statements").

Emergence from Bankruptcy

On May 6, 2025 (the "Petition Date"), we and certain of our subsidiaries (the "Debtors") filed voluntary petitions (the "Chapter 11 Cases") under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court"). Subsequently, on May 30, 2025, the Debtors filed with the Court the First Amended Joint Prepackaged Plan of Reorganization of WW International, Inc. and its Debtor Affiliates, Docket No. 143 (as supplemented, the "Plan"), and on June 24, 2025 (the "Emergence Date"), we emerged from the Chapter 11 Cases in accordance with the Plan. Since the Petition Date and through the Emergence Date, we operated our businesses as debtors-in-possession under the jurisdiction of the Court in accordance with the applicable provisions of the Bankruptcy Code and orders of the Court.

On April 13, 2021, we, as borrower, the lenders party thereto and Bank of America, N.A., as administrative agent and an issuing bank, entered into a credit agreement (the "Prepetition Credit Agreement"). The Prepetition Credit Agreement provided for senior secured financing of $1,175.0 million in the aggregate, consisting of (1) $1,000.0 million in aggregate principal amount of senior secured tranche B term loans maturing on April 13, 2028 (the "Prepetition Term Loan Facility") and (2) a $175.0 million senior secured revolving credit facility (which included borrowing capacity available for letters of credit) maturing on April 23, 2026 (the "Prepetition Revolving Credit Facility" and, together with the Prepetition Term Loan Facility, the "Prepetition Credit Facilities"). On April 13, 2021, we issued $500.0 million in aggregate principal amount of our 4.500% Senior Secured Notes due 2029 (the "Notes"). The Notes were issued pursuant to an indenture, dated as of April 13, 2021 (the "Indenture"), among us, the guarantors named therein and The Bank of New York Mellon, as trustee and notes collateral agent.

Upon emergence from bankruptcy, all outstanding liabilities of approximately $1,116.0 million under the Prepetition Credit Facilities and the Prepetition Credit Agreement, and all outstanding obligations of $500.0 million under the Notes and the Indenture were discharged and the liens and mortgages related thereto were released. Additionally, on the Emergence Date we (A) executed the senior secured credit agreement ("the Senior Secured Credit Agreement") by and between us, as borrower, the lenders party thereto, and Wilmington Savings Fund Society, FSB ("WSFS"), as administrative agent, providing for a five-year term loan (the "New Term Loan Facility") in an aggregate principal amount of $465.0 million, maturing on June 24, 2030, to (i) refinance first lien claims and (ii) provide working capital and liquidity post-emergence, (B) distributed 9.1 million shares of our common stock to the holders of prepetition first lien claims and 0.9 million shares of our common stock to the holders of prepetition common stock, and (C) issued four letters of credit of $3.7 million in the aggregate, all maturing in 2026.

Beginning on the Emergence Date, we applied fresh start accounting which resulted in Successor and Predecessor financial statement presentation. As used herein, references to “Predecessor” relate to us and our operations prior to and including the Emergence Date and references to “Successor” relate to us and our operations after the Emergence Date. Refer to Note 1 “Basis of Presentation” to our Consolidated Financial Statements for further details.

NON-GAAP FINANCIAL MEASURES

To supplement our consolidated results presented in accordance with accounting principles generally accepted in the United States (“GAAP”), we have disclosed non-GAAP financial measures of operating results that exclude or adjust certain items. We present within this Quarterly Report on Form 10-Q the following non-GAAP financial measures: earnings before interest, taxes, depreciation and amortization expenses and share-based compensation expense (“EBITDA”); and EBITDA adjusted for goodwill and other indefinite-lived intangible asset impairments, reorganization items, net, gain on extinguishment of debt, transaction costs related to strategic alternatives and Chapter 11 financial reorganization, net restructuring charges, non-recurring expenses in connection with the management of certain executive matters, and other items as indicated in the reconciliations below that management believes are not indicative of ongoing operations, as applicable, (“Adjusted EBITDA”). See “—Liquidity and Capital Resources—EBITDA and Adjusted EBITDA” for the reconciliations of these non-GAAP financial measures to the most comparable GAAP financial measure in each case.

Our management believes these non-GAAP financial measures provide useful supplemental information to investors regarding the performance of our business and are useful for period-over-period comparisons of the performance of our business. While we believe that these non-GAAP financial measures are useful in evaluating our business, this information should be considered as supplemental in nature and is not meant to be considered in isolation or as a substitute for the related financial information prepared in accordance with GAAP. In addition, these non-GAAP financial measures may not be the same as similarly titled measures reported by other companies.

USE OF CONSTANT CURRENCY

As exchange rates are an important factor in understanding period-to-period comparisons, we believe in certain cases the presentation of results on a constant currency basis in addition to reported results helps improve investors’ ability to understand our operating results and evaluate our performance in comparison to prior periods. Constant currency information compares results between periods as if exchange rates had remained constant period-over-period. We use results on a constant currency basis as one measure to evaluate our performance. In this Quarterly Report on Form 10-Q, we calculate constant currency by calculating current-year results using prior-year foreign currency exchange rates. We generally refer to such amounts calculated on a constant currency basis as excluding or adjusting for the impact of foreign currency or being on a constant currency basis. These results should be considered in addition to, not as a substitute for, results reported in accordance with GAAP and are not meant to be considered in isolation. Results on a constant currency basis, as we present them, may not be comparable to similarly titled measures used by other companies and are not measures of performance presented in accordance with GAAP.

CRITICAL ACCOUNTING ESTIMATES

Information concerning our critical accounting policies is set forth in “Note 1. Basis of Presentation and Summary of Significant Accounting Policies” of our audited consolidated financial statements contained in our Annual Report on Form 10-K for fiscal 2025. Our critical accounting policies and estimates have not changed since the end of fiscal 2025, except as discussed below.

Goodwill and Other Intangible Assets Impairment Tests

We review goodwill and other indefinite-lived intangible assets for potential impairment on at least an annual basis or more often if events so require. We performed our annual fair value impairment testing for fiscal 2026 on May 1, 2026 (Successor). Impairment is assessed by examining underlying assumptions used to determine fair value including projections of future cash flows, revenue growth rates, operating income margins and discount rates. We also considered the trading value of both our equity and debt. If we determine that it is more likely than not that our intangible assets may be impaired, we use a quantitative approach to assess the asset’s fair value and the amount of the impairment, if any.

Based on the results of the annual goodwill impairment test performed for our Behavioral and Clinical reporting units, which held 81.0% and 19.0% of our goodwill as of May 1, 2026 (Successor), respectively, we concluded that no goodwill impairment existed as of May 1, 2026 (Successor). However, we identified our Behavioral reporting unit as being at risk for impairment, as the estimated fair value of this reporting unit exceeded its respective carrying value by less than 10% as of May 1, 2026 (Successor).

Based on the results of the annual impairment test performed for our trade name indefinite-lived intangible asset, we concluded that no impairment existed as of May 1, 2026 (Successor). However, we identified our trade name indefinite-lived intangible asset as being at risk for impairment, as the estimated fair value of this asset exceeded its respective carrying value by less than 10% as of May 1, 2026 (Successor).

During the three months ended March 31, 2026 (Successor), we identified various qualitative and quantitative factors which collectively indicated a triggering event had occurred. These factors included changes in macroeconomic conditions and declines in our stock price. As a result of these factors, we performed interim quantitative goodwill and other indefinite-lived intangible assets impairment assessments in the first quarter of fiscal 2026 (Successor).

Based on the results of the interim goodwill impairment test performed for our Behavioral and Clinical reporting units and the interim impairment test performed for our trade name indefinite-lived intangible asset, we concluded that no impairments existed as of March 31, 2026 (Successor).

The fair value estimates for our reporting units are sensitive to changes in key assumptions. Adverse changes in the macroeconomic environment, discount rates, forecasted operating results, or other valuation assumptions, as well as further declines in our stock price or market capitalization, could result in goodwill and other indefinite-lived intangible assets impairments in future periods. We continue to monitor our reporting units for interim impairment indicators. These risks are further described in “Item 1A. Risk Factors” of our 2025 Annual Report on Form 10-K. For additional information regarding our goodwill and other indefinite-lived intangible assets impairment testing methodology and key assumptions, refer to the Critical Accounting Estimates section included in Item 7 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2025 (Successor).

PERFORMANCE INDICATORS

Our management team regularly reviews and analyzes a number of financial and operating metrics, including the key performance indicators listed below, in order to manage our business, measure our performance, identify trends affecting our business, determine the allocation of resources, make decisions regarding corporate strategies and assess the quality and potential variability of our cash flows and earnings. We also believe that these key performance indicators are useful to both management and investors for forecasting purposes and to facilitate comparisons to our historical operating results. These metrics are supplemental to our GAAP results and include operational measures.

- Revenue—Our “Subscription Revenue” consists of the aggregate of: (a) “Behavioral Subscription Revenue”, the fees associated with subscriptions for our Behavioral offerings; and (b) “Clinical Subscription Revenue”, the fees associated with subscriptions for our Clinical offerings. In addition, “Other Revenue” consists of revenue from licensing, franchise fees with respect to commitment plans and royalties, publishing and other revenue. “Revenue” consists of the aggregate of Subscription Revenue and Other Revenue.
- Incoming Subscribers—“Subscribers” refer to Behavioral subscribers and Clinical subscribers who participate in recurring bill programs in Company-owned operations. The “Incoming Subscribers” metric reports Subscribers in Company-owned operations at a given period start. Recruitment and retention are key drivers for this metric. Management utilizes this metric to monitor changes in the subscriber base which directly impacts our revenue growth and trends.
- End of Period Subscribers—The “End of Period Subscribers” metric reports Subscribers in Company-owned operations at a given period end. Recruitment and retention are key drivers for this metric. Management utilizes this metric to monitor changes in the subscriber base which directly impacts our revenue growth and trends.
- Monthly Subscription Revenue Per Average Subscriber—The “Monthly Subscription Revenue Per Average Subscriber” metric reports the monthly fees associated with subscriptions for our offerings divided by the Average Subscriber for our businesses. Monthly Subscription Revenue for both quarterly and year-to-date periods for each respective business are calculated as Subscription Revenue divided by the number of months in the respective quarterly or year-to-date period. The “Average Subscriber” for quarterly periods for each respective business is the average of its Incoming Subscribers and End of Period Subscribers for the respective quarterly period. The “Average Subscriber” for year-to-date periods for each respective business is the average of its Incoming Subscribers at the beginning of the fiscal year and its End of Period Subscribers for each quarter end within the respective year-to-date period. Management utilizes this metric to consider revenue growth and trends on a per subscriber basis.
- Gross profit and gross margin.

RESULTS OF OPERATIONS

The table below sets forth selected financial information from our consolidated statements of operations for the periods presented:

	(In millions, except per share amounts and percentages)		
	Successor		Predecessor
	Three Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from March 30, 2025 through June 24, 2025
Revenue, net	$ 162.3	$ 12.2	$ 177.0
Cost of revenue	48.2	3.3	46.5
Gross profit	114.1	8.9	130.5
Gross Margin %	*70.3%*	*73.2%*	*73.7%*
Marketing expenses	47.9	2.8	32.1
Product development expenses	6.4	0.7	14.2
Selling, general & administrative expenses	50.4	2.9	42.9
Operating income	9.5	2.6	41.4
Operating Income Margin %	*5.8%*	*21.3%*	*23.4%*
Reorganization items, net	—	—	(1,143.9)
Interest expense	11.6	0.9	11.1
Gain on extinguishment of debt	(4.6)	—	—
Other (income) expense, net	(0.4)	0.9	4.5
Income before income taxes	2.9	0.7	1,169.8
Benefit from income taxes	(11.2)	(0.5)	(20.9)
Net income	$ 14.1	$ 1.3	$ 1,190.7
Weighted average diluted shares outstanding	10.0	10.0	81.2
Diluted earnings per share	$ 1.41	$ 0.13	$ 14.67

Note: Totals may not sum due to rounding.

Included within the operating results are the impact of transaction costs related to strategic alternatives and Chapter 11 financial reorganization, the impact of depreciation and amortization expenses, the net impact of restructuring charges, the impact of share-based compensation expense, and the impact of non-recurring expenses in connection with the management of certain executive matters, as applicable, which are further detailed below.

Transaction Costs

Certain non-recurring transaction costs related to strategic alternatives and Chapter 11 financial reorganization are included in applicable line items on the unaudited consolidated statements of operations:

	(in millions)		
	Successor		Predecessor
	Three Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from March 30, 2025 through June 24, 2025
Transaction costs:			
Selling, general and administrative expenses	$ —	$ 0.2	$ 10.0
Total transaction costs	$ —	$ 0.2	$ 10.0

Depreciation and Amortization Expenses

Depreciation and amortization expenses are included in applicable line items on the unaudited consolidated statements of operations:

	(in millions)		
	Successor		Predecessor
	Three Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from March 30, 2025 through June 24, 2025
Depreciation and amortization expenses:			
Cost of revenue	$ 5.3	$ 0.3	$ 4.1
Product development expenses	—	0.0	0.1
Selling, general and administrative expenses	20.6	1.3	3.1
Total depreciation and amortization expenses	$ 25.9	$ 1.7	$ 7.3

Note: Totals may not sum due to rounding.

Restructuring Charges

Restructuring charges consist of expenses associated with the reduction in headcount as a result of certain strategic re-alignments. Restructuring charges include our previously disclosed 2025 restructuring plan (the "2025 Plan"), our previously disclosed 2024 restructuring plan (the "2024 Plan") and our previously disclosed 2023 restructuring plan (the "2023 Plan"). The restructuring charges are included in applicable line items on the unaudited consolidated statements of operations:

	(in millions)		
	Successor		Predecessor
	Three Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from March 30, 2025 through June 24, 2025
Restructuring charges:			
Cost of revenue	$ —	$ —	$ (2.1)
Selling, general and administrative expenses	(0.2)	—	1.0
Total restructuring charges	$ (0.2)	$ —	$ (1.1)

Note: Totals may not sum due to rounding.

Share-based Compensation Expense

Share-based compensation expense is included in applicable line items on the unaudited consolidated statements of operations:

	(in millions)		
	Successor		Predecessor
	Three Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from March 30, 2025 through June 24, 2025
Share-based compensation expense:			
Cost of revenue	$ 0.0	$ —	$ —
Marketing expenses	0.2	—	—
Product development expenses	0.1	—	—
Selling, general and administrative expenses	0.5	—	3.2
Total share-based compensation expense	$ 0.7	$ —	$ 3.2

Note: Totals may not sum due to rounding.

Executive Related One-Time Costs

Certain non-recurring expenses in connection with the management of certain executive matters are included in applicable line items on the unaudited consolidated statements of operations:

	(in millions)		
	Successor		Predecessor
	Three Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from March 30, 2025 through June 24, 2025
Executive related one-time costs:			
Selling, general and administrative expenses	$ 3.8	$ —	$ —
Total executive related one-time costs	$ 3.8	$ —	$ —

Consolidated Results of Operations

Revenue

Revenue was $162.3 million for the three months ended June 30, 2026 (Successor), $12.2 million for the period from June 25, 2025 through June 30, 2025 (Successor) and $177.0 million for the period from March 30, 2025 through June 24, 2025 (Predecessor). Foreign currency positively impacted our revenue for the three months ended June 30, 2026 (Successor) by $0.8 million. The change in revenue was driven by a decline in Behavioral Subscription Revenue, partially offset by an increase in Clinical Subscription Revenue. The decline in Behavioral Subscription Revenue was primarily due to a lower number of Incoming Behavioral Subscribers compared to the prior year period. The increase in Clinical Subscription Revenue was primarily due to an increase in the number of Incoming Clinical Subscribers compared to the prior year period. Refer to the “Operating Results” section for further details.

Cost of Revenue

Cost of revenue was $48.2 million for the three months ended June 30, 2026 (Successor), $3.3 million for the period from June 25, 2025 through June 30, 2025 (Successor) and $46.5 million for the period from March 30, 2025 through June 24, 2025 (Predecessor). Foreign currency increased cost of revenue for the three months ended June 30, 2026 (Successor) by $0.1 million. The change in cost of revenue was primarily driven by a decrease in revenue and operational efficiency gains across our business offerings from actions taken to reduce our fixed cost base resulting in a more variable cost structure, partially offset by an increase in depreciation and amortization expenses.

Gross Profit

Gross profit was $114.1 million for the three months ended June 30, 2026 (Successor), $8.9 million for the period from June 25, 2025 through June 30, 2025 (Successor) and $130.5 million for the period from March 30, 2025 through June 24, 2025 (Predecessor). Foreign currency positively impacted gross profit for the three months ended June 30, 2026 (Successor) by $0.7 million.

Gross margin was 70.3% for the three months ended June 30, 2026 (Successor), 73.2% for the period from June 25, 2025 through June 30, 2025 (Successor) and 73.7% for the period from March 30, 2025 through June 24, 2025 (Predecessor). The gross margin change was primarily due to a mix shift of our subscriber base to Clinical and an increase in depreciation and amortization expenses.

Marketing Expenses

Marketing expenses were $47.9 million for the three months ended June 30, 2026 (Successor), $2.8 million for the period from June 25, 2025 through June 30, 2025 (Successor) and $32.1 million for the period from March 30, 2025 through June 24, 2025 (Predecessor). Foreign currency had a de minimis impact on marketing expenses for the three months ended June 30, 2026 (Successor). The change in marketing expenses was primarily due to a deliberate reduction in advertising spend in the prior year period during our financial reorganization.

Product Development Expenses

Product development expenses were $6.4 million for the three months ended June 30, 2026 (Successor), $0.7 million for the period from June 25, 2025 through June 30, 2025 (Successor) and $14.2 million for the period from March 30, 2025 through June 24, 2025 (Predecessor). Foreign currency had no impact on product development expenses for the three months ended June 30, 2026 (Successor). The change in product development expenses was due to an increase in the capitalization rate associated with product and technology initiatives aligned with our website and app rebuild.

Selling, General and Administrative Expenses

Selling, general and administrative expenses were $50.4 million for the three months ended June 30, 2026 (Successor), $2.9 million for the period from June 25, 2025 through June 30, 2025 (Successor) and $42.9 million for the period from March 30, 2025 through June 24, 2025 (Predecessor). Foreign currency increased selling, general and administrative expenses for the three months ended June 30, 2026 (Successor) by $0.1 million. The change in selling, general and administrative expenses was due to an increase in depreciation and amortization expenses, partially offset by a decline in transaction costs related to strategic alternatives and the Chapter 11 financial reorganization of the Company and continued expense discipline.

Reorganization Items, Net

The net reorganization gain of $1,143.9 million for the period from March 30, 2025 through June 24, 2025 (Predecessor) related to our emergence from Chapter 11 bankruptcy and primarily consisted of the gain on settlement of liabilities subject to compromise and the impacts of fresh start valuation adjustments.

Interest Expense

Interest expense was $11.6 million for the three months ended June 30, 2026 (Successor), $0.9 million for the period from June 25, 2025 through June 30, 2025 (Successor) and $11.1 million for the period from March 30, 2025 through June 24, 2025 (Predecessor). The change in interest expense was driven by the Chapter 11 financial reorganization and the reduction in Successor debt under the New Term Loan Facility relative to Predecessor debt. The effective interest rate on our debt, based on interest incurred (which includes amortization of our deferred financing costs and debt premium or discount, as applicable) and our average borrowings during each of the respective periods, was 10.48% per annum for the three months ended June 30, 2026 (Successor), 11.09% per annum for the period from June 25, 2025 through June 30, 2025 (Successor) and 7.12% per annum for the period from March 30, 2025 through June 24, 2025 (Predecessor). See "—Liquidity and Capital Resources—Long-Term Debt" for additional details regarding our debt, including interest rates and payments thereon.

Gain on Extinguishment of Debt

During the three months ended June 30, 2026 (Successor), we recorded a $4.6 million gain on extinguishment of debt resulting from the voluntary retirement of $14.6 million in principal under our New Term Loan Facility. The debt was prepaid in May 2026 for a cash payment of $10.0 million, or 68.5% of par value. For additional details, see "—Liquidity and Capital Resources—Long-Term Debt".

Other (Income) Expense, Net

Other (income) expense, net, which consists primarily of the impact of foreign currency on intercompany transactions, was $0.4 million of income for the three months ended June 30, 2026 (Successor), $0.9 million of expense for the period from June 25, 2025 through June 30, 2025 (Successor) and $4.5 million of expense for the period from March 30, 2025 through June 24, 2025 (Predecessor).

Benefit from Income Taxes

We historically calculated our interim provision for income taxes by applying an estimated annual effective tax rate ("AETR") to year-to-date ordinary income or loss. However, for the three months ended June 30, 2026 (Successor), we determined that small variations in estimated full-year ordinary loss would result in significant, unreliable fluctuations in the estimated AETR. Consequently, pursuant to ASC 740-270, the income tax benefit for the three months ended June 30, 2026 (Successor) was computed using a discrete effective tax rate method applied to actual year-to-date results.

We recorded a tax benefit of $11.2 million for the three months ended June 30, 2026 (Successor) compared to a tax benefit of $0.5 million for the period from June 25, 2025 through June 30, 2025 (Successor) and a tax benefit of $20.9 million for the period from March 30, 2025 through June 24, 2025 (Predecessor). The primary difference between the U.S. federal statutory tax rate and our consolidated effective tax rate for the three months ended June 30, 2026 (Successor) was our valuation allowance on our interest limitation carryforward. For the three months ended June 30, 2025, the difference between the U.S. federal statutory tax rate and our consolidated effective tax rate was our valuation allowance on our deferred tax assets as well as discrete items related to our bankruptcy proceedings during both the Predecessor (ending June 24, 2025) and Successor (ending June 30, 2025) periods.

The adoption of the Organization for Economic Cooperation and Development's global tax reform initiative, which introduced a global minimum tax of 15% applicable to large multinational corporations, did not have an impact during the three months ended June 30, 2026 (Successor). In addition, the One Big Beautiful Bill Act that was signed into law on July 4, 2025 in the U.S., which contains a broad range of tax reform provisions affecting businesses, did not have a material impact on our consolidated financial statements.

Operating Results

Although GAAP requires that we report our results for the period from March 30, 2025 through June 24, 2025 (Predecessor) and the period from June 25, 2025 through June 30, 2025 (Successor) separately, management views certain metric and revenue information for the three months ended June 30, 2025 by combining the results of the applicable Predecessor and Successor periods because management believes such presentation provides the most meaningful comparison of our results to the current period. Although the Predecessor and Successor periods generally are not comparable as they are impacted by fresh start accounting, there are no fresh start adjustments affecting revenue and therefore revenue information has been combined to provide a meaningful understanding of operating trends, which would be consistent with a pro forma calculation under Article 11 of Regulation S-X. Nevertheless, the combined operating results do not reflect the actual results we would have achieved absent our emergence from the Chapter 11 Cases and may not be indicative of future results.

We cannot adequately benchmark the operating results of the period from June 25, 2025 through June 30, 2025 (Successor) against any of the previous periods reported in our Consolidated Financial Statements without combining it with the period from March 30, 2025 through June 24, 2025 (Predecessor) and do not believe that reviewing the results of this period in isolation would be useful in identifying trends in or reaching conclusions regarding our overall operating performance. Management believes that the key performance metrics such as Subscription Revenue, Incoming and End of Period Subscribers and Monthly Subscription Revenue Per Average Subscriber for the Successor period when combined with the Predecessor period provides more meaningful comparisons to other periods and are useful in identifying current business trends. Accordingly, the tables below present the combined results for the second quarter of fiscal 2025.

Metrics and Business Trends

The following tables set forth key metrics for the second quarter of fiscal 2026 and the percentage change in those metrics versus the combined second quarter of fiscal 2025:

	Subscription Revenue (in millions except percentages)					
	Behavioral		Clinical		Total	
	Nominal Currency	Constant Currency	Nominal Currency	Constant Currency	Nominal Currency	Constant Currency
Q2 2026	$ 121.5	$ 120.7	$ 39.9	$ 39.9	$ 161.4	$ 160.6
Combined Q2 2025	$ 157.3	$ 157.3	$ 30.6	$ 30.6	$ 187.9	$ 187.9
% Change	(22.7%)	(23.3%)	30.4%	30.4%	(14.1%)	(14.5%)

	Subscribers (in thousands except percentages)					
	Behavioral		Clinical		Total	
	Incoming	End of Period	Incoming	End of Period	Incoming	End of Period
Q2 2026	2,462.6	2,291.3	196.6	197.3	2,659.2	2,488.6
Combined Q2 2025	3,299.4	3,040.5	134.8	126.7	3,434.1	3,167.2
% Change	(25.4%)	(24.6%)	45.9%	55.7%	(22.6%)	(21.4%)

	Monthly Subscription Revenue Per Average Subscriber					
	Behavioral		Clinical		Total	
	Nominal Currency	Constant Currency	Nominal Currency	Constant Currency	Nominal Currency	Constant Currency
Q2 2026	$ 17.04	$ 16.92	$ 67.55	$ 67.55	$ 20.90	$ 20.80
Combined Q2 2025	$ 16.54	$ 16.54	$ 78.00	$ 78.00	$ 18.97	$ 18.97
% Change	3.0%	2.3%	(13.4%)	(13.4%)	10.2%	9.6%

Operating Performance

The decline in Behavioral Subscription Revenue was primarily due to the lower number of Incoming Behavioral Subscribers versus the prior year period and ongoing Behavioral recruitment challenges reflecting secular headwinds. These were partially offset by higher Monthly Subscription Revenue Per Average Subscriber and subscriber growth within our Core+ membership tier compared to the prior year period. The increase in Clinical Subscription Revenue was primarily due to increased consumer awareness of our Med+ membership tier, strong demand for access to lower priced GLP-1 options including the Wegovy pill, and focused marketing investments.

End of Period Clinical Subscribers in the combined second quarter of fiscal 2025 included our former compounded GLP-1 offering, which was discontinued on May 22, 2025.

The change in Total Monthly Subscription Revenue Per Average Subscriber was driven primarily by a shift in mix of our subscriber base to the Clinical business and Core+ membership tier, which have a higher Monthly Subscription Revenue Per Average Subscriber. Clinical Monthly Subscription Revenue Per Average Subscriber declined primarily driven by a shift to longer term commitment plans, which commit members for longer periods, but at a lower rate per month, coupled with the discontinuation of our former compounded semaglutide offering and additional discount promotions within the period.

RESULTS OF OPERATIONS

The table below sets forth selected financial information from our consolidated statements of operations for the periods presented:

	(In millions, except per share amounts and percentages)		
	Successor		Predecessor
	Six Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from December 29, 2024 through June 24, 2025
Revenue, net	$ 330.6	$ 12.2	$ 363.6
Cost of revenue	97.8	3.3	100.2
Gross profit	232.8	8.9	263.4
Gross Margin %	*70.4%*	*73.2%*	*72.4%*
Marketing expenses	140.8	2.8	110.9
Product development expenses	14.5	0.7	25.3
Selling, general & administrative expenses	98.4	2.9	78.5
Franchise rights acquired impairments	—	—	27.5
Operating (loss) income	(21.0)	2.6	21.2
Operating (Loss) Income Margin %	*(6.3%)*	*21.3%*	*5.8%*
Reorganization items, net	—	—	(1,143.9)
Interest expense	23.1	0.9	38.7
Gain on extinguishment of debt	(4.6)	—	—
Other (income) expense, net	(1.2)	0.9	6.7
(Loss) income before income taxes	(38.3)	0.7	1,119.8
(Benefit from) provision for income taxes	(0.3)	(0.5)	1.7
Net (loss) income	$ (37.9)	$ 1.3	$ 1,118.1
Weighted average diluted shares outstanding	10.0	10.0	81.0
Diluted (net loss) earnings per share	$ (3.79)	$ 0.13	$ 13.80

Note: Totals may not sum due to rounding.

Included within the operating results are the impact of transaction costs related to strategic alternatives and Chapter 11 financial reorganization, the impact of depreciation and amortization expenses, the net impact of restructuring charges, the impact of share-based compensation expense, and the impact of non-recurring expenses in connection with the management of certain executive matters, as applicable, which are further detailed below.

Transaction Costs

Certain non-recurring transaction costs related to strategic alternatives and Chapter 11 financial reorganization are included in applicable line items on the unaudited consolidated statements of operations:

	(in millions)		
	Successor		Predecessor
	Six Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from December 29, 2024 through June 24, 2025
Transaction costs:			
Selling, general and administrative expenses	$ —	$ 0.2	$ 20.9
Total transaction costs	$ —	$ 0.2	$ 20.9

Depreciation and Amortization Expenses

Depreciation and amortization expenses are included in applicable line items on the unaudited consolidated statements of operations:

	(in millions)		
	Successor		Predecessor
	Six Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from December 29, 2024 through June 24, 2025
Depreciation and amortization expenses:			
Cost of revenue	$ 10.5	$ 0.3	$ 8.7
Product development expenses	—	0.0	0.1
Selling, general and administrative expenses	41.3	1.3	5.4
Total depreciation and amortization expenses	$ 51.8	$ 1.7	$ 14.2

Note: Totals may not sum due to rounding.

Restructuring Charges

Restructuring charges consist of expenses associated with the reduction in headcount as a result of certain strategic re-alignments. Restructuring charges include the 2025 Plan, the 2024 Plan and the 2023 Plan. The restructuring charges are included in applicable line items on the unaudited consolidated statements of operations:

	(in millions)		
	Successor		Predecessor
	Six Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from December 29, 2024 through June 24, 2025
Restructuring charges:			
Cost of revenue	$ (0.1)	$ —	$ (2.5)
Selling, general and administrative expenses	0.4	—	2.3
Total restructuring charges	$ 0.3	$ —	$ (0.1)

Note: Totals may not sum due to rounding.

Share-based Compensation Expense

Share-based compensation expense is included in applicable line items on the unaudited consolidated statements of operations:

	(in millions)		
	Successor		Predecessor
	Six Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from December 29, 2024 through June 24, 2025
Share-based compensation expense:			
Cost of revenue	$ 0.0	$ —	$ —
Marketing expenses	0.3	—	—
Product development expenses	0.2	—	—
Selling, general and administrative expenses	0.9	—	4.0
Total share-based compensation expense	$ 1.4	$ —	$ 4.0

Note: Totals may not sum due to rounding.

Executive Related One-Time Costs

Certain non-recurring expenses in connection with the management of certain executive matters are included in applicable line items on the unaudited consolidated statements of operations:

	(in millions)		
	Successor		Predecessor
	Six Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from December 29, 2024 through June 24, 2025
Executive related one-time costs:			
Selling, general and administrative expenses	$ 5.4	$ —	$ —
Total executive related one-time costs	$ 5.4	$ —	$ —

Consolidated Results of Operations

Revenue

Revenue was $330.6 million for the six months ended June 30, 2026 (Successor), $12.2 million for the period from June 25, 2025 through June 30, 2025 (Successor) and $363.6 million for the period from December 29, 2024 through June 24, 2025 (Predecessor). Foreign currency positively impacted our revenue for the six months ended June 30, 2026 (Successor) by $5.1 million. The change in revenue was driven by a decline in Behavioral Subscription Revenue, partially offset by an increase in Clinical Subscription Revenue. The decline in Behavioral Subscription Revenue was primarily due to a lower number of Incoming Behavioral Subscribers compared to the prior year period. The increase in Clinical Subscription Revenue was primarily due to an increase in the number of Incoming Clinical Subscribers compared to the prior year period. Refer to the "Operating Results" section for further details.

Cost of Revenue

Cost of revenue was $97.8 million for the six months ended June 30, 2026 (Successor), $3.3 million for the period from June 25, 2025 through June 30, 2025 (Successor) and $100.2 million for the period from December 29, 2024 through June 24, 2025 (Predecessor). Foreign currency increased cost of revenue for the six months ended June 30, 2026 (Successor) by $0.7 million. The change in cost of revenue was primarily driven by a decrease in revenue and operational efficiency gains across our business offerings from actions taken to reduce our fixed cost base resulting in a more variable cost structure, partially offset by an increase in depreciation and amortization expenses.

Gross Profit

Gross profit was $232.8 million for the six months ended June 30, 2026 (Successor), $8.9 million for the period from June 25, 2025 through June 30, 2025 (Successor) and $263.4 million for the period from December 29, 2024 through June 24, 2025 (Predecessor). Foreign currency positively impacted gross profit for the six months ended June 30, 2026 (Successor) by $4.4 million.

Gross margin was 70.4% for the six months ended June 30, 2026 (Successor), 73.2% for the period from June 25, 2025 through June 30, 2025 (Successor) and 72.4% for the period from December 29, 2024 through June 24, 2025 (Predecessor). The gross margin change was primarily due to a mix shift of our subscriber base to Clinical and an increase in depreciation and amortization expenses.

Marketing Expenses

Marketing expenses were $140.8 million for the six months ended June 30, 2026 (Successor), $2.8 million for the period from June 25, 2025 through June 30, 2025 (Successor) and $110.9 million for the period from December 29, 2024 through June 24, 2025 (Predecessor). Foreign currency increased marketing expenses for the six months ended June 30, 2026 (Successor) by $1.0 million. The change in marketing expenses was primarily due to a deliberate reduction in advertising spend in the prior year period during our financial reorganization.

Product Development Expenses

Product development expenses were $14.5 million for the six months ended June 30, 2026 (Successor), $0.7 million for the period from June 25, 2025 through June 30, 2025 (Successor) and $25.3 million for the period from December 29, 2024 through June 24, 2025 (Predecessor). Foreign currency had a de minimis impact on product development expenses for the six months ended June 30, 2026 (Successor). The change in product development expenses was due to a reduction in labor costs and an increase in the capitalization rate associated with product and technology initiatives aligned with our website and app rebuild.

Selling, General and Administrative Expenses

Selling, general and administrative expenses were $98.4 million for the six months ended June 30, 2026 (Successor), $2.9 million for the period from June 25, 2025 through June 30, 2025 (Successor) and $78.5 million for the period from December 29, 2024 through June 24, 2025 (Predecessor). Foreign currency increased selling, general and administrative expenses for the six months ended June 30, 2026 (Successor) by $0.3 million. The change in selling, general and administrative expenses was due to an increase in depreciation and amortization expenses, partially offset by a decline in transaction costs related to strategic alternatives and the Chapter 11 financial reorganization of the Company and continued expense discipline.

Franchise Rights Acquired Impairments

In performing our interim impairment analysis as of March 29, 2025 (Predecessor), we determined that the carrying value of our United States indefinite-lived franchise rights acquired unit of account exceeded its respective fair value and, as a result, we recorded an impairment charge for our United States unit of account of $27.5 million in the first quarter of fiscal 2025 (Predecessor).

Reorganization Items, Net

The net reorganization gain of $1,143.9 million for the period from December 29, 2024 through June 24, 2025 (Predecessor) related to our emergence from Chapter 11 bankruptcy and primarily consisted of the gain on settlement of liabilities subject to compromise and the impacts of fresh start valuation adjustments.

Interest Expense

Interest expense was $23.1 million for the six months ended June 30, 2026 (Successor), $0.9 million for the period from June 25, 2025 through June 30, 2025 (Successor) and $38.7 million for the period from December 29, 2024 through June 24, 2025 (Predecessor). The change in interest expense was driven by the Chapter 11 financial reorganization and the reduction in Successor debt under the New Term Loan Facility relative to Predecessor debt. The effective interest rate on our debt, based on interest incurred (which includes amortization of our deferred financing costs and debt premium or discount, as applicable) and our average borrowings during each of the respective periods, was 10.47% per annum for the six months ended June 30, 2026 (Successor), 11.09% per annum for the period from June 25, 2025 through June 30, 2025 (Successor) and 7.14% per annum for the period from December 29, 2024 through June 24, 2025 (Predecessor). See "—Liquidity and Capital Resources—Long-Term Debt" for additional details regarding our debt, including interest rates and payments thereon.

Gain on Extinguishment of Debt

During the six months ended June 30, 2026 (Successor), we recorded a $4.6 million gain on extinguishment of debt resulting from the voluntary retirement of $14.6 million in principal under our New Term Loan Facility. The debt was prepaid in May 2026 for a cash payment of $10.0 million, or 68.5% of par value. For additional details, see "—Liquidity and Capital Resources—Long-Term Debt".

Other (Income) Expense, Net

Other (income) expense, net, which consists primarily of the impact of foreign currency on intercompany transactions, was $1.2 million of income for the six months ended June 30, 2026 (Successor), $0.9 million of expense for the period from June 25, 2025 through June 30, 2025 (Successor) and $6.7 million of expense for the period from December 29, 2024 through June 24, 2025 (Predecessor).

(Benefit from) Provision for Income Taxes

We historically calculated our interim provision for income taxes by applying an estimated AETR to year-to-date ordinary income or loss. However, for the six months ended June 30, 2026 (Successor), we determined that small variations in estimated full-year ordinary loss would result in significant, unreliable fluctuations in the estimated AETR. Consequently, pursuant to ASC 740-270, the income tax benefit for the six months ended June 30, 2026 (Successor) was computed using a discrete effective tax rate method applied to actual year-to-date results.

We recorded a tax benefit of $0.3 million for the six months ended June 30, 2026 (Successor) compared to a tax benefit of $0.5 million for the period from June 25, 2025 through June 30, 2025 (Successor) and tax expense of $1.7 million for the period from December 29, 2024 through June 24, 2025 (Predecessor). The primary difference between the U.S. federal statutory tax rate and our consolidated effective tax rate for the six months ended June 30, 2026 (Successor) was our valuation allowance on our interest limitation carryforward. For the six months ended June 30, 2025, the difference between the U.S. federal statutory tax rate and our consolidated effective tax rate was our valuation allowance on our deferred tax assets as well as discrete items related to our bankruptcy proceedings during both the Predecessor (ending June 24, 2025) and Successor (ending June 30, 2025) periods.

The adoption of the Organization for Economic Cooperation and Development's global tax reform initiative, which introduced a global minimum tax of 15% applicable to large multinational corporations, did not have an impact during the six months ended June 30, 2026 (Successor). In addition, the One Big Beautiful Bill Act that was signed into law on July 4, 2025 in the U.S., which contains a broad range of tax reform provisions affecting businesses, did not have a material impact on our consolidated financial statements.

Operating Results

Although GAAP requires that we report our results for the period from December 29, 2024 through June 24, 2025 (Predecessor) and the period from June 25, 2025 through June 30, 2025 (Successor) separately, management views certain metric and revenue information for the six months ended June 30, 2025 by combining the results of the applicable Predecessor and Successor periods because management believes such presentation provides the most meaningful comparison of our results to the current period. Although the Predecessor and Successor periods generally are not comparable as they are impacted by fresh start accounting, there are no fresh start adjustments affecting revenue and therefore revenue information has been combined to provide a meaningful understanding of operating trends, which would be consistent with a pro forma calculation under Article 11 of Regulation S-X. Nevertheless, the combined operating results do not reflect the actual results we would have achieved absent our emergence from the Chapter 11 Cases and may not be indicative of future results.

We cannot adequately benchmark the operating results of the period from June 25, 2025 through June 30, 2025 (Successor) against any of the previous periods reported in our Consolidated Financial Statements without combining it with the period from December 29, 2024 through June 24, 2025 (Predecessor) and do not believe that reviewing the results of this period in isolation would be useful in identifying trends in or reaching conclusions regarding our overall operating performance. Management believes that the key performance metrics such as Subscription Revenue, Incoming and End of Period Subscribers and Monthly Subscription Revenue Per Average Subscriber for the Successor period when combined with the Predecessor period provides more meaningful comparisons to other periods and are useful in identifying current business trends. Accordingly, the tables below present the combined results for the first six months of fiscal 2025.

Metrics and Business Trends

The following tables set forth key metrics for the first six months of fiscal 2026 and the percentage change in those metrics versus the combined first six months of fiscal 2025:

	Subscription Revenue (in millions except percentages)					
	Behavioral		Clinical		Total	
	Nominal Currency	Constant Currency	Nominal Currency	Constant Currency	Nominal Currency	Constant Currency
First Six Months of Fiscal 2026	$ 250.0	$ 245.0	$ 78.7	$ 78.7	$ 328.7	$ 323.7
Combined First Six Months of Fiscal 2025	$ 313.0	$ 313.0	$ 60.1	$ 60.1	$ 373.0	$ 373.0
% Change	(20.1%)	(21.7%)	31.1%	31.1%	(11.9%)	(13.2%)

	Subscribers (in thousands except percentages)					
	Behavioral		Clinical		Total	
	Incoming	End of Period	Incoming	End of Period	Incoming	End of Period
First Six Months of Fiscal 2026	2,630.6	2,291.3	130.2	197.3	2,760.8	2,488.6
Combined First Six Months of Fiscal 2025	3,244.0	3,040.5	91.7	126.7	3,335.7	3,167.2
% Change	(18.9%)	(24.6%)	41.9%	55.7%	(17.2%)	(21.4%)

	Monthly Subscription Revenue Per Average Subscriber					
	Behavioral		Clinical		Total	
	Nominal Currency	Constant Currency	Nominal Currency	Constant Currency	Nominal Currency	Constant Currency
First Six Months of Fiscal 2026	$ 16.91	$ 16.57	$ 75.13	$ 75.13	$ 20.76	$ 20.45
Combined First Six Months of Fiscal 2025	$ 16.33	$ 16.33	$ 85.01	$ 85.01	$ 18.77	$ 18.77
% Change	3.6%	1.5%	(11.6%)	(11.6%)	10.6%	8.9%

Operating Performance

The decline in Behavioral Subscription Revenue was primarily due to the lower number of Incoming Behavioral Subscribers versus the prior year period and ongoing Behavioral recruitment challenges reflecting secular headwinds. These were partially offset by higher Monthly Subscription Revenue Per Average Subscriber and subscriber growth within our Core+ membership tier compared to the prior year period. The increase in Clinical Subscription Revenue was primarily due to increased consumer awareness of our Med+ membership tier, strong demand for access to lower priced GLP-1 options including the Wegovy pill, focused marketing investments during peak season, and the migration of existing Behavioral Subscribers into our Clinical business.

End of Period Clinical Subscribers in the combined first six months of fiscal 2025 included our former compounded GLP-1 offering, which was discontinued on May 22, 2025.

The change in Total Monthly Subscription Revenue Per Average Subscriber was driven primarily by a shift in mix of our subscriber base to the Clinical business and Core+ membership tier, which have a higher Monthly Subscription Revenue Per Average Subscriber. Clinical Monthly Subscription Revenue Per Average Subscriber declined primarily driven by a shift to longer term commitment plans, which commit members for longer periods, but at a lower rate per month, coupled with the discontinuation of our former compounded semaglutide offering and additional discount promotions within the period.

LIQUIDITY AND CAPITAL RESOURCES

We have experienced and expect to continue to experience significant market disruption and competitive pressures, and shifts in consumer behavior in the weight loss category. This includes a rapid adoption of GLP-1 and other medications available as weight-loss options, an evolving regulatory landscape, and significantly increased competition from new entrants. These factors have negatively impacted our business. While the Clinical business is growing, it has not yet been able to offset the declines in the Behavioral business, resulting in decreased revenue overall. Further, we have historically had recurring net losses.

Our principal sources of liquidity are cash and cash equivalents and cash flows from operations. Our primary cash needs are funding our operations and global strategic initiatives, meeting debt service requirements and other financing commitments. We had unrestricted cash on hand of $101.5 million as of June 30, 2026. Given our current and forecasted liquidity position, we do not foresee needing access to additional sources of liquidity in the next 12 months.

Balance Sheet Working Capital

The following table sets forth certain relevant measures of our balance sheet working capital deficit, excluding cash and cash equivalents, as of:

	(In millions) Successor	
	June 30, 2026	December 31, 2025
Total current assets	$ 146.9	$ 213.6
Total current liabilities	106.1	126.5
Working capital surplus	40.8	87.1
Cash and cash equivalents	101.5	160.3
Working capital deficit, excluding cash and cash equivalents	$ (60.7)	$ (73.2)

Note: Totals may not sum due to rounding.

The following table sets forth a summary of the primary factors contributing to our balance sheet working capital deficit, excluding cash and cash equivalents, as of:

	(In millions) Successor	
	June 30, 2026	December 31, 2025
Portion of operating lease liabilities due within one year	$ 1.0	$ 1.3
Accrued interest	0.9	1.1
Income taxes payable	2.3	6.0
Deferred revenue	25.2	28.6
Operational liabilities and other, net of assets	37.9	44.3
Prepaid income taxes	6.6	8.1
Working capital deficit change, excluding cash and cash equivalents	$ (60.7)	$ (73.2)

Note: Totals may not sum due to rounding.

Cash Flows

The following table sets forth a summary of our cash flows for the periods presented:

	(In millions) Successor		Predecessor
	Six Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from December 29, 2024 through June 24, 2025
Net cash (used for) provided by operating activities	$ (9.3)	$ 11.5	$ (34.4)
Net cash used for investing activities	$ (11.9)	$ (0.2)	$ (6.3)
Net cash (used for) provided by financing activities	$ (36.8)	$ —	$ 153.9

Operating Activities

Net cash used for operating activities was $9.3 million for the six months ended June 30, 2026 (Successor), net cash provided by operating activities was $11.5 million for the period from June 25, 2025 through June 30, 2025 (Successor) and net cash used for operating activities was $34.4 million for the period from December 29, 2024 through June 24, 2025 (Predecessor). The change in net cash (used for) provided by operating activities, excluding the impact of the non-cash reorganization items, net, was primarily attributable to a decrease in accounts payable due to the timing of payments.

Investing Activities

Net cash used for investing activities was $11.9 million for the six months ended June 30, 2026 (Successor), $0.2 million for the period from June 25, 2025 through June 30, 2025 (Successor) and $6.3 million for the period from December 29, 2024 through June 24, 2025 (Predecessor). The change in net cash used for investing activities was primarily attributable to an increase in capitalized software and website development expenditures.

Financing Activities

Net cash used for financing activities was $36.8 million for the six months ended June 30, 2026 (Successor), which was attributable to the debt prepayments made in May 2026 and June 2026 as discussed below. There were no financing cash flows for the period from June 25, 2025 through June 30, 2025 (Successor). Net cash provided by financing activities was $153.9 million for the period from December 29, 2024 through June 24, 2025 (Predecessor), which was primarily attributable to borrowings on the Prepetition Revolving Credit Facility.

Long-Term Debt

We currently plan to meet our long-term debt obligations by using cash flows provided by operating activities and opportunistically using other means to repay or refinance our obligations as we determine appropriate.

The following schedule sets forth our long-term debt obligations as of June 30, 2026 (Successor):

(In millions)

	Successor June 30, 2026
New Term Loan Facility due June 24, 2030	$ 423.6
Less: Current portion	—
Less: Unamortized deferred financing costs	(1.0)
Plus: Unamortized debt premium	1.4
Total long-term debt	$ 424.0

Note: Totals may not sum due to rounding.

Total interest expense on long-term debt, inclusive of amortization of deferred financing costs and debt premium, amounted to $12.0 million and $24.2 million for the three and six months ended June 30, 2026 (Successor), respectively. In the period from June 25, 2025 through June 30, 2025 (Successor), total interest expense on long-term debt, inclusive of amortization of deferred financing costs, amounted to $0.9 million. Total interest expense on long-term debt, inclusive of amortization of deferred financing costs and debt discounts, amounted to $11.1 million and $38.7 million for the period from March 30, 2025 through June 24, 2025 (Predecessor) and the period from December 29, 2024 through June 24, 2025 (Predecessor), respectively.

As of June 30, 2026 (Successor) and December 31, 2025 (Successor), our debt consisted of variable-rate instruments. The weighted average interest rate (which includes amortization of deferred financing costs and debt premium) on our outstanding debt was approximately 10.47% and 10.91% per annum at June 30, 2026 (Successor) and December 31, 2025 (Successor), respectively, based on interest rates on these dates.

Senior Secured Credit Agreement

In connection with our emergence from bankruptcy, on June 24, 2025 we, as borrower, the lenders party thereto, and WSFS, as administrative agent, entered into a senior secured credit agreement (the "Senior Secured Credit Agreement") which provides for the New Term Loan Facility.

The New Term Loan Facility bears a variable interest rate based on either (1) the sum of (x) a base rate determined by reference to the highest of (a) 0.50% per annum plus the Federal Funds Effective Rate (as defined in the Senior Secured Credit Agreement), (b) the prime rate announced by WSFS and (c) one-month Term SOFR plus 1.00%; provided that such rate is not lower than a floor of 1.50%, plus (y) 5.80% per annum, or (2) the sum of (x) Term SOFR plus (y) 6.80% per annum, provided that Term SOFR is not lower than a floor of 0.50%.

All obligations under the Senior Secured Credit Agreement are guaranteed by, subject to certain exceptions, each of our current and future material subsidiaries. All obligations under the Senior Secured Credit Agreement, and the guarantees of those obligations, are or will be secured by substantially all of the assets of the Company and each guarantor organized in the United States, the United Kingdom and the Netherlands (each, a "Secured Guarantor").

In May 2026, we made a voluntary prepayment of $10.0 million in cash to prepay a portion of our New Term Loan Facility at 68.5% of par, thus reducing the outstanding principal on our New Term Loan Facility by $14.6 million. As a result of this prepayment, we recorded a gain on extinguishment of debt of $4.6 million in the second quarter of fiscal 2026.

We are required to prepay (a) 100% of the unrestricted cash held by us and our subsidiaries in excess of $100.0 million applicable to the last 10 calendar days of the first quarter of each fiscal year, (b) 100% of the proceeds from the sale of certain assets and proceeds of certain casualty events, and (c) 100% of incurrence of any new debt proceeds unless such incurrence is permitted under the credit agreement. Other than the mandatory prepayments of excess unrestricted cash as described above, we are also required to pay a prepayment premium of: (a) for the first eighteen months following the Emergence Date, 2.00% of the aggregate principal amount of prepayments or refinancings of the New Term Loan Facility in excess of $200.0 million, (b) from the eighteen-month anniversary of the Emergence Date to the second anniversary of the Emergence Date, 2.00% of the aggregate principal amount of prepayments or refinancings of the New Term Loan Facility, and (c) from the second anniversary of the Emergence Date to the third anniversary of the Emergence Date, 1.00% of the aggregate principal amount of prepayments or refinancings of the New Term Loan Facility. All prepayments of the principal balance of outstanding loans under the New Term Loan Facility are subject to customary "breakage" costs with respect to Term SOFR loans under the New Term Loan Facility. Accordingly, in June 2026, we made our annual cash sweep prepayment of $26.8 million to prepay a portion of our New Term Loan Facility at par.

Refer to "—Emergence from Bankruptcy" for additional information.

Dividends and Stock Transactions

We do not currently pay a dividend and we have no current plans to pay dividends in the foreseeable future. Any future determination to declare and pay dividends will be made at the sole discretion of our Board of Directors, after taking into account our financial condition and results of operations, capital requirements, contractual, legal, tax and regulatory restrictions, the provisions of Virginia law affecting the payment of distributions to shareholders and such other factors our Board of Directors may deem relevant. In addition, our ability to pay dividends may be limited by covenants in our existing indebtedness, including the Senior Secured Credit Agreement, and may be limited by the agreements governing other indebtedness we or our subsidiaries incur in the future.

On October 9, 2003, our Board of Directors authorized, and we announced, a program to repurchase up to $250.0 million of our outstanding common stock, which allows for shares to be purchased from time to time in the open market or through privately negotiated transactions and has no expiration date. On each of June 13, 2005, May 25, 2006 and October 21, 2010, our Board of Directors authorized, and we announced, the addition of $250.0 million to this program, of which $208.9 million remained unutilized as of June 30, 2026 (Successor). During the six months ended June 30, 2026 (Successor), the period from June 25, 2025 through June 30, 2025 (Successor) and the period from December 29, 2024 through June 24, 2025 (Predecessor), we repurchased no shares of our common stock under this program. Notwithstanding the foregoing terms, we do not expect to conduct any repurchases of our common stock under this pre-bankruptcy authorized share repurchase program. We expect future share repurchases, if any, to be made under a new or modified share repurchase program authorized by our Board of Directors. Any future determination to enact a share repurchase program will be made at the sole discretion of our Board of Directors, after taking into account our financial condition and results of operations, capital requirements, contractual, legal, tax and regulatory restrictions, the applicable provisions of Virginia law and such other factors our Board of Directors may deem relevant. In addition, our ability to repurchase shares of our common stock may be limited by covenants in our existing indebtedness agreements and may be limited by the agreements governing other indebtedness we or our subsidiaries incur in the future.

EBITDA and Adjusted EBITDA

The table below sets forth the reconciliations for EBITDA and Adjusted EBITDA, each a non-GAAP financial measure, to net income (loss), the most comparable GAAP financial measure, for the periods presented:

	(In millions)				
	Successor			Predecessor	
	Three Months Ended June 30, 2026	Six Months Ended June 30, 2026	Period from June 25, 2025 through June 30, 2025	Period from March 30, 2025 through June 24, 2025	Period from December 29, 2024 through June 24, 2025
Net income (loss)	$ 14.1	$ (37.9)	$ 1.3	$ 1,190.7	$ 1,118.1
Interest	11.6	23.1	0.9	11.1	38.7
Taxes	(11.2)	(0.3)	(0.5)	(20.9)	1.7
Depreciation and amortization expenses	25.9	51.8	1.7	7.3	14.2
Share-based compensation expense	0.7	1.4	—	3.2	4.0
EBITDA	$ 41.2	$ 38.0	$ 3.3	$ 1,191.3	$ 1,176.7
Franchise rights acquired impairments	—	—	—	—	27.5
Reorganization items, net	—	—	—	(1,143.9)	(1,143.9)
Gain on extinguishment of debt	(4.6)	(4.6)	—	—	—
Transaction costs	—	—	0.2	10.0	20.9
Restructuring charges	(0.2)	0.3	—	(1.1)	(0.1)
Executive related one-time costs	3.8	5.4	—	—	—
Other [(1)]	(0.4)	(1.2)	0.9	4.5	6.7
Adjusted EBITDA	$ 39.8	$ 37.9	$ 4.4	$ 60.8	$ 87.7

Note: Totals may not sum due to rounding.

(1) Primarily consists of the impact of foreign exchange gains and losses.

We present EBITDA and Adjusted EBITDA because we consider them to be useful supplemental measures of our performance and useful for period-over-period comparisons. In addition, we believe EBITDA and Adjusted EBITDA are useful to investors and analysts. See "—Non-GAAP Financial Measures" herein for an explanation of our use of these non-GAAP financial measures.

OFF-BALANCE SHEET ARRANGEMENTS

As part of our ongoing business, we do not participate in arrangements that generate relationships with unconsolidated entities or financial partnerships established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes, such as entities often referred to as structured finance or special purpose entities.

SEASONALITY

Our business is seasonal due to the importance of the winter season to our overall member recruitment environment. Historically, we have experienced our highest level of recruitment during the first quarter of the year, which is supported with the highest concentration of advertising spending. Therefore, our number of End of Period Subscribers in the first quarter of the year has been typically higher than the number in other quarters of the year, historically reflecting a decline over the course of the year.

AVAILABLE INFORMATION

Corporate information and our press releases, Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, and amendments thereto, are available free of charge on our corporate website at corporate.ww.com as soon as reasonably practicable after such material is electronically filed with or furnished to the SEC. We also make available at that site the Section 16 reports filed electronically by our officers, directors and 10 percent shareholders.

We use our corporate website at corporate.ww.com and certain social media channels such as our Instagram account (Instagram.com/weightwatchers), corporate Facebook page (www.facebook.com/weightwatchers), X account (@ww_us) and LinkedIn page (www.linkedin.com/company/weightwatchers) as channels of distribution of Company information. The information we post through these channels may be deemed material. Accordingly, investors should monitor these channels, in addition to following our press releases, SEC filings and public conference calls and webcasts. The contents of our website and social media channels shall not be deemed to be incorporated herein by reference.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

As of June 30, 2026 (Successor), the market risk disclosures appearing in "Item 7A. Quantitative and Qualitative Disclosures about Market Risk" of our Annual Report on Form 10-K for fiscal 2025 have not materially changed from December 31, 2025 (Successor).

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our principal executive officers (members of the Interim Office of the Chief Executive) and our principal financial officer, as appropriate, to allow timely decisions regarding required disclosures. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. Our management, with the participation of our principal executive officers (members of the Interim Office of the Chief Executive) and our principal financial officer, has evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of June 30, 2026, the end of the second quarter of fiscal 2026. Based upon that evaluation and subject to the foregoing, our principal executive officers (members of the Interim Office of the Chief Executive) and our principal financial officer concluded that, as of the end of the second quarter of fiscal 2026, the design and operation of our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting that occurred during our most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

The information called for by this item is incorporated herein by reference to Note 9 "Legal" of the Notes to the Consolidated Financial Statements.

ITEM 1A. RISK FACTORS

There have been no material changes in the risk factors from those detailed in our Annual Report on Form 10-K for fiscal 2025 other than as set forth below.

We are undergoing a chief executive officer transition, which could cause disruption to our business, and our failure to appoint a new chief executive officer with the required level of experience and expertise in a timely manner could have an adverse impact on our operations and business strategy as well as the public or market perception of our business.

In March 2026, Tara Comonte resigned as President and Chief Executive Officer of the Company. Effective April 3, 2026, the Company's Board of Directors appointed Felicia DellaFortuna, our Chief Financial Officer, and Jonathan Volkmann, our Chief Operations Officer, to serve as members of the Interim Office of the Chief Executive until such time as the Company appoints a permanent President and Chief Executive Officer. We are in the process of searching for a new chief executive officer. However, if we are unsuccessful in appointing a chief executive officer with the required level of experience and expertise in a timely manner, our operations and business strategy could be materially and adversely affected. Any significant leadership change or executive management transition involves inherent risk and can be difficult to manage. It may involve a diversion of resources and management attention, be disruptive to our daily operations, make it more difficult to hire and retain key employees, impact public or market perception or hinder progress on key strategic initiatives, any of which could have a negative impact on our business or stock price.

Any failure of our technology or systems to perform satisfactorily could result in an adverse impact on our business.

We rely on software, hardware, network systems and similar technology, including cloud-based technology, that is either developed by us or licensed from or maintained by third parties to operate our websites and platforms, subscription product offerings, and other services and products such as the recurring billing system associated with our commitment plans, and to support our business operations. As much of this technology is complex, there may be future errors, defects or performance problems, including when we update our technology or integrate new technology to expand and enhance our capabilities. Our technology may malfunction or suffer from defects or misconfigurations, and such vulnerabilities may only become apparent after extended use. The integrity of our technology may also be compromised as a result of third-party cyber-attacks, such as hacking, spear phishing campaigns and denial of service (DOS) attacks, which are negatively impacting companies. Cyber threats and the techniques used in cyber-attacks are becoming more sophisticated and evolving rapidly, particularly through the use of advanced artificial intelligence techniques, which are already accelerating vulnerability discovery, social engineering, and attack automation. While longer-term risks may emerge from advances in computational capabilities such as quantum computing, these are not expected to impact our systems in the near term. Cyber-attacks can originate from a variety of sources, including third-parties affiliated with foreign governments, organized crime or terrorist organizations, and malicious individuals both outside and inside a targeted company. In addition, our operations depend on our ability to protect our information technology systems against damage from third-party cyber-attacks, fire, power loss, water, earthquakes, telecommunications failures and similar unexpected adverse events. Disruptions in our websites, apps, services and products or network systems could result from a number of factors, including unknown technical defects, insufficient capacity, the failure of our third-party providers to provide continuous and uninterrupted service and unusual volume in traffic for our platforms. Such disruptions would be most impactful if they occurred during peak activity periods and may impact accessibility to our services and products. While we maintain disaster recovery capabilities to return to normal operation in a timely manner, and we deploy multiple parallel instances of our applications across multiple computer resources, we do not have a fully redundant system that includes an instantaneous recovery capability. In the event we experience significant disruptions, we may be unable to repair our systems in an efficient and timely manner, and such system downtime could have an adverse impact on our business.

As a result of such possible defects, failures, interruptions, system downtime or other problems, our services and products could be rendered unreliable or be perceived as unreliable by customers, which could result in harm to our reputation and brands. Any failure of our technology or systems could result in an adverse impact on our business.

Our business depends on the effectiveness and efficiency of our advertising and marketing programs across multiple platforms, including digital marketing and social media platforms, to attract and retain members and subscribers.

Our business success depends on our ability to attract and retain members and subscribers, which depends significantly on the effectiveness and efficiency of our advertising and marketing practices across multiple platforms. For example, if our advertising and marketing programs are not effective and fail to attract sufficient recruitments during the first quarter of the fiscal year, our most important period for recruitments, it could have, and in the past has had, an outsized negative impact on our performance for the remainder of the year. Our competitors may create more compelling marketing campaigns or marketing campaigns that appeal to more diverse audiences, or may devote greater financial and other resources to marketing and advertising, which could drive our current and potential members and subscribers to our competitors.

We rely significantly on paid digital marketing channels, primarily Google and Meta (Facebook and Instagram), to acquire new members and subscribers. These platforms regularly update their proprietary algorithms, ad placement criteria, and content guidelines. Any changes to their algorithms, indexing methods, or policies could adversely impact the effectiveness of our advertising campaigns, thereby decreasing traffic to our platform and significantly increasing our customer acquisition costs.

Additionally, our marketing initiatives may become increasingly expensive and generating a meaningful return on those initiatives may be difficult. In addition, from time-to-time, we use the success stories of our members and subscribers, and utilize brand ambassadors, spokespersons and social media influencers, including in some cases celebrities, in our advertising and marketing programs to communicate on a personal level with consumers. Actions taken by these individuals that harm their personal reputation or image, or include the cessation of using our services and products, could have an adverse impact on the advertising and marketing campaigns in which they are featured. We and our brand ambassadors, spokespersons and social media influencers also use social media channels as a means of communicating with consumers. Unauthorized or inappropriate use of, or content on, these channels could result in harmful publicity or negative consumer experiences, which could have an adverse impact on the effectiveness of our marketing in these channels, our reputation and our ability to attract and retain members, subscribers and strategic partners. In addition, any resulting substantial negative commentary by others, whether on traditional or social media platforms, could have an adverse impact on our reputation and ability to attract and retain members, subscribers and strategic partners. If our advertising and marketing campaigns do not generate a sufficient number of members and subscribers, or fail to develop a high level of engagement with current and potential members and subscribers on various platforms, our business, financial condition and results of operations will be adversely affected.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Unregistered Sales of Equity Securities

There were no sales of unregistered securities during the period covered by this Quarterly Report on Form 10-Q.

Purchases of Equity Securities

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

There is nothing to report under this item.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

No contracts, instructions or written plans for the purchase or sale of Company securities were adopted or terminated by our directors or officers (as defined in Rule 16a-1(f) under the Exchange Act) during the quarter ended June 30, 2026, that were intended to satisfy the affirmative defense conditions of Rule 10b5-1(c). No “non-Rule 10b5-1 trading arrangements” (as defined by Item 408(c) of Regulation S-K) or other Rule 10b5-1 trading arrangements were entered into or terminated, nor were any such arrangements modified, by our directors or officers during such period.

ITEM 6. EXHIBITS

Exhibit Number	Description
**Exhibit 2.1	First Amended Joint Prepackaged Plan of Reorganization, dated May 30, 2025 (filed as Exhibit 99.1 to the Company's Current Report on Form 8-K, as filed on June 2, 2025 (File No. 001-16769), and incorporated herein by reference).
**Exhibit 2.2	Amended Plan Supplement, dated June 12, 2025 (filed as Exhibit 99.1 to the Company's Current Report on Form 8-K, as filed on June 12, 2025 (File No. 001-16769), and incorporated herein by reference).
**Exhibit 2.3	Confirmation Order, dated June 17, 2025 (filed as Exhibit 2.1 to the Company's Current Report on Form 8-K, as filed on June 18, 2025 (File No. 001-16769), and incorporated herein by reference).
†*Exhibit 10.1	Form of Term Sheet for Non-Employee Director Restricted Stock Unit Awards and Form of Terms and Conditions for Non-Employee Director Restricted Stock Unit Awards.
†*Exhibit 10.2	Settlement Agreement and General Release and Waiver of Claims, dated May 14, 2026, by and between WW International, Inc. and Tara Comonte.
†*Exhibit 10.3	Letter Agreement, dated February 26, 2025, by and between WW International, Inc. and Jonathan Volkmann.
†*Exhibit 10.4	Form of WW International, Inc. Non-Executive Key Leader Severance Plan (Jonathan Volkmann).
†*Exhibit 10.5	Letter Agreement, dated November 4, 2025, by and between WW International, Inc. and Jonathan Volkmann.
*Exhibit 31.1	Rule 13a-14(a) Certification by Felicia DellaFortuna, Chief Financial Officer and Member, Interim Office of the Chief Executive.
*Exhibit 31.2	Rule 13a-14(a) Certification by Jonathan Volkmann, Chief Operations Officer and Member, Interim Office of the Chief Executive.
*Exhibit 32.1	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
*Exhibit 101	
*EX-101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
*EX-101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents.
*Exhibit 104	The cover page from WW International, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2026, formatted in Inline XBRL (included within the Exhibit 101 attachments).

* Filed herewith.

** Previously filed.

† Represents a management arrangement or compensatory plan.

SIGNATURE

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.

Date: August 5, 2026	By:	/s/ Felicia DellaFortuna
		Felicia DellaFortuna Chief Financial Officer and Member, Interim Office of the Chief Executive (Principal Executive Officer and Principal Financial Officer)

EXHIBIT 10.1

WW INTERNATIONAL, INC.
TERM SHEET FOR
RESTRICTED STOCK UNIT AWARDS (NON-EMPLOYEE DIRECTOR)

FOR GOOD AND VALUABLE CONSIDERATION, WW International, Inc., a Virginia corporation (the "Company"), hereby grants to the Participant identified below (the "Participant") the aggregate number of Restricted Stock Units specified below (the "Award"), each such unit representing a contractual right to receive a Share pursuant to the Company's 2025 Stock Incentive Plan, as in effect from time to time (the "Plan"), subject to the terms, conditions, and restrictions set forth in this Term Sheet, the Plan, and the Terms and Conditions for Participant Restricted Stock Unit Awards (Non-Employee Director) promulgated under such Plan and as attached hereto (the "Terms and Conditions"). This Term Sheet and the Terms and Conditions, together, constitute an "Award agreement" pursuant to the Plan. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Terms and Conditions or the Plan, as applicable.

Key Terms and Conditions	
Name of Participant:	
Grant Date:	
Number of Restricted Stock Units:	
Vesting Schedule for Restricted Stock Units	
Vesting Date	# of Restricted Stock Units
The earlier of (x) the first anniversary of the Grant Date, or, if earlier, the date which is the business day immediately preceding the date of the next annual meeting of the Company's shareholders; or (y) a Change in Control.	100%

By electronically acknowledging and accepting this Term Sheet and the Terms and Conditions within sixty (60) days after the date of the electronic mail notification to the Participant of the grant of this Award (the "Electronic Notification Date"), the Participant acknowledges that the Participant has received and read, and agrees that the Restricted Stock Units granted herein are awarded pursuant to the Plan, are subject to and qualified in their entirety by this Term Sheet, the Plan, and the Terms and Conditions, and shall be subject to the terms and conditions of this Term Sheet, the Plan and the Terms and Conditions. If the Participant does not sign and return (or electronically accept, as applicable) this Term Sheet within sixty (60) days of the Electronic Notification Date, this Award shall be forfeited and shall be of no further force and effect.

WW INTERNATIONAL, INC.

By: ________________________	________________________
Name:	Participant Name:
Title:	Address:

WW INTERNATIONAL, INC.
TERMS AND CONDITIONS FOR
RESTRICTED STOCK UNIT AWARDS (NON-EMPLOYEE DIRECTOR)

WW International, Inc., a Virginia corporation (the "Company"), grants to the Participant who is identified on the Term Sheet for Restricted Stock Unit Awards (Non-Employee Director) provided to the Participant herewith (the "Term Sheet") the Restricted Stock Units specified in the Term Sheet, upon the terms and subject to the conditions set forth in (i) the Term Sheet, (ii) the Company's 2025 Stock Incentive Plan, as in effect from time to time (the "Plan"), and (iii) these Terms and Conditions for Restricted Stock Unit Awards (Non-Employee Director) promulgated under such Plan (these "Terms and Conditions"), each hereby incorporated herein by this reference and each as amended from time to time.

ARTICLE I

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Term Sheet or the Plan.

ARTICLE II

GRANT OF RESTRICTED STOCK UNITS

On and as of the grant date set forth in the Term Sheet (the "Grant Date"), the Company irrevocably grants to the Participant the number of Restricted Stock Units specified on the Term Sheet, upon the terms and conditions set forth in the Term Sheet and these Terms and Conditions. The Restricted Stock Units shall vest in accordance with Article III hereof. Each Restricted Stock Unit entitles the Participant to receive one Share at settlement, as described below. Nothing in the Term Sheet, in these Terms and Conditions or in the Plan shall confer upon the Participant any right to continue in service with the Company or any member of the Company Group, or shall interfere with or restrict in any way the rights of the Company or any member of the Company Group, which are hereby expressly reserved, to terminate the service or engagement of the Participant at any time for any reason whatsoever. The Participant hereby acknowledges and agrees that neither the Company nor any member of the Company Group nor any other Person has made any representations or promises whatsoever to the Participant concerning the Participant's service with the Company or any member of the Company Group.

ARTICLE III

VESTING

The Restricted Stock Units shall vest on the date(s) specified on, and to the extent provided by, the vesting schedule set forth on the Term Sheet (the "Vesting Date"). Restricted Stock Units shall vest on the applicable Vesting Date(s) so long as the Participant is in continuous "Employment" with the Company (for clarity, as defined pursuant to subclause (iii) of the definition of "Employment") from the Grant Date through the applicable Vesting Date. Upon the termination of Employment of the Participant for any reason or no reason, all unvested Restricted Stock Units held by such Participant shall immediately and without further action by such Participant or the Company be forfeited for no consideration; provided that, notwithstanding anything herein, in the Plan or the Term Sheet to the contrary, upon the termination of Employment of the Participant due to the Participant's death or "permanent and total disability" within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (without regard to the last sentence thereof), any Restricted Stock Units that are unvested as of immediately prior to such termination of Employment shall immediately and without further action by the Participant or the Company become fully vested upon the date of such termination of Employment (which shall be the "Vesting Date" with respect to such Restricted Stock Units).

ARTICLE IV

SETTLEMENT OF AWARD

Section 4.1 - Conditions to Settlement of Restricted Stock Units

The Shares deliverable upon the settlement of the Restricted Stock Units, or any portion thereof, shall be fully paid and nonassessable and shall be settled either by the Company delivering one or more certificates for such Shares or by entering such Shares in book-entry form, as determined by the Company in its sole discretion. The Company shall not be required to deliver any certificate or certificates for Shares upon the settlement of any Restricted Stock Units, or any portion thereof, prior to fulfillment of all of the following conditions: (a) the obtaining of approval or other clearance from any state or federal governmental agency which the Committee shall, in its absolute discretion, determine to be necessary or advisable; and (b) the lapse of such reasonable period of time following the applicable Vesting Date, as the Committee may from time to time establish for reasons of administrative convenience. Until Shares are issued to the Participant in respect of Restricted Stock Units, the Participant shall not be, nor have any of the rights or privileges of, a stockholder of the Company (including, but not limited to, any voting rights). The Company's obligation to issue Shares or otherwise make any payment with respect to vested Restricted Stock Units is subject to the condition precedent that the Participant or other Person entitled under the Plan to receive any Shares with respect to the vested Restricted Stock Units deliver to the Company any representations or other documents or assurances as the Company may reasonably require, including but not limited to all acts and documents related to compliance with securities, tax and other applicable laws and regulations. The Participant shall have no further rights with respect to any Restricted Stock Units for which Shares are issued under this Article IV.

Section 4.2 – Settlement of Restricted Stock Units; Rights as Stockholder

(a) Settlement of Restricted Stock Units. Unless otherwise set forth herein, the Participant shall receive, as soon as practicable after the Vesting Date (but in no event later than March 15th of the calendar year following the calendar year in which the Vesting Date occurs), one Share for each Restricted Stock Unit that becomes vested upon the Vesting Date (the date that such Share is delivered, the "Settlement Date").

(b) Dividend Equivalent Rights. Each Restricted Stock Unit granted hereunder is hereby granted in tandem with a corresponding dividend equivalent right (a "Dividend Equivalent"). Each Dividend Equivalent right shall, to the extent a cash dividend or distribution (if any) is declared with respect to Shares and has an *ex dividend* date(s) that occur on or after the applicable Grant Date but prior to the applicable RSU Termination Date (as defined below), and subject to the terms set forth below, entitle the Participant to a payment in the amount of any such dividend or distribution (if any) paid by the Company in respect of a Share. The Dividend Equivalent right shall remain outstanding from the Grant Date through the earlier to occur of (i) the termination or forfeiture for any reason of the Restricted Stock Unit to which such Dividend Equivalent right corresponds, or (ii) the delivery to the Participant of the Share in respect of the Restricted Stock Unit to which such Dividend Equivalent right corresponds upon the Settlement Date (as applicable, the "RSU Termination Date"). The Company shall maintain a notional account (the "Account") for the benefit of the Participant, in which the Company shall record the amount of each such cash dividend or distribution (if any). Each Dividend Equivalent right will entitle the Participant to a payment in, as determined by the Company in its sole discretion with respect to the form of payment: (A) cash or (B) a number of Shares equal to the balance of the Account associated with such Dividend Equivalent right divided by the Fair Market Value, on the applicable Vesting Date of the Restricted Stock Unit to which such Dividend Equivalent right corresponds, of one Share. In the event the Account balance is paid in Shares, if the calculation set forth in the preceding sentence results in fractional Shares, the Company shall round such number of Shares to the nearest whole number; provided, that if such number is rounded down, the Company shall pay to the Participant an amount in cash equal to the fractional Shares based on the Fair Market Value thereof. Payment in respect of each Dividend Equivalent right will be made upon the Settlement Date in respect of the Restricted Stock Unit to which such Dividend Equivalent right corresponds; provided that, with respect to any dividend or distribution (if any) that is paid after the RSU Termination Date, the applicable Dividend Equivalent payment will be made if and when the Company pays the underlying dividend or distribution (if any), but in no event later than March 15th of the calendar year following the calendar year in which the applicable *ex dividend* date occurs. If the underlying Restricted Stock Unit is forfeited or otherwise fails to vest for any reason pursuant to Article III, the

Participant shall, automatically and without further action by the Company or the Participant, forfeit all amounts maintained in the Account without consideration therefor. In no event shall a Dividend Equivalent payment be made that would result in the Participant receiving both the Dividend Equivalent payment and the actual dividend with respect to the same Restricted Stock Unit and corresponding Share. Dividend Equivalent rights and any amounts that may become distributable in respect thereof shall be treated separately from the Restricted Stock Units and the rights arising in connection therewith for purposes of the designation of time and form of payments required by Section 409A of the Code.

(c) HSR. Notwithstanding the foregoing, in the event that Participant would be required to make a filing under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act") in connection with receipt of Shares hereunder, the applicable time period(s) pursuant to this Section 4.2 shall be appropriately extended to permit such filing, pay the necessary filing fees (which will be the Participant's sole responsibility to pay), and observe the statutory waiting period(s), but not beyond March 15th in the calendar year following the calendar year in which the applicable Vesting Date occurs. Subject to the foregoing, the Participant will provide at least sixty (60) days' written notice to the Company prior to any Vesting Date if the vesting and settlement of the Restricted Stock Units that would become vested upon such Vesting Date would or would reasonably be expected to require such a filing under the HSR Act.

(d) Limitation on Obligations. The Company's obligation with respect to the Restricted Stock Units granted hereunder is limited solely to the delivery to the Participant of Shares on the date when such Shares are due to be delivered hereunder, and in no way shall the Company become obligated to pay cash in respect of such obligation (except as set forth in Section 4.2(b)). This Award shall not be secured by any specific assets of the Company or any of member of the Company Group, nor shall any assets of the Company or any member of the Company Group be designated as attributable or allocated to the satisfaction of the Company's obligations under the Term Sheet, these Terms and Conditions or the Plan.

(e) Tax Advice. The Participant is hereby advised to seek the Participant's own tax counsel regarding the taxation of an award of Restricted Stock Units made hereunder.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.1 - Authorization

The Company represents and warrants to the Participant that (a) the Term Sheet and these Terms and Conditions has been duly authorized, executed and delivered by the Company, and (b) upon the vesting of Restricted Stock Units (or any portion thereof), the Shares, when issued and delivered in accordance with the terms hereof, will be duly and validly issued, fully paid and nonassessable.

Section 5.2 - Registration

The Company shall use reasonable efforts to register the Shares on a Form S-8 Registration Statement or any successor to Form S-8 to the extent that such registration is then available with respect to such Shares, and the Company will file the reports required to be filed by it under the Securities Act of 1933, as amended (the "1933 Act"), and the Act, and the rules and regulations adopted by the Securities and Exchange Commission thereunder, to the extent required from time to time to enable the Participant to sell the Participant's Shares without registration under the 1933 Act within the limitations of the exemptions provided by (a) Rule 144 under the 1933 Act, as such rule may be amended from time to time, or (b) any similar rule or regulation hereafter adopted by the Securities and Exchange Commission.

Section 5.3 – Participant Representations

The Participant is acquiring the Restricted Stock Units and, if and when the Restricted Stock Units vest, will acquire the Shares covered thereby solely for the Participant's own account, for investment purposes only, and not with a view to or an intent to sell or distribute, or to offer for resale in connection with any unregistered distribution, all or any portion of the Restricted Stock Units or Shares within the meaning of any applicable federal or state securities laws. The Participant has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the Award and the restrictions imposed thereon. The Participant has been furnished with, and/or has access to, such information as he or she considers necessary or appropriate for deciding whether to accept the Award. However, in evaluating the merits and risks of an investment in the Company, the Participant has and will rely upon the advice of his/her own legal counsel, tax advisors, and/or investment advisors. The Participant is aware that Shares may be of no practical value. The Participant has read and understands the restrictions and limitations set forth in the Plan and herein. The Participant confirms that the Participant has not relied on any warranty, representation, assurance or promise of any kind whatsoever in entering into the Term Sheet and these Terms and Conditions other than as expressly set out in herein or in the Plan.

ARTICLE VI

OTHER TERMS AND CONDITIONS

Section 6.1 – Administration; Clawback

(a) The Committee is authorized to interpret the Plan, the Term Sheet and these Terms and Conditions, to establish, amend and rescind any rules and regulations relating to the Plan, the Term Sheet and these Terms and Conditions, and to make any other determinations that it deems necessary or desirable for the administration of the Plan, the Term Sheet and these Terms and Conditions, and may delegate such authority, as it deems appropriate. Any decision of the Committee in the interpretation and administration of the Plan, the Term Sheet and these Terms and Conditions shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned (including, but not limited to, the Participant and the Participant’s beneficiaries or successors). No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, the Term Sheet or these Terms and Conditions, or the Restricted Stock Units granted hereunder. In its absolute discretion, the Board may at any time and from time to time exercise any and all rights and duties of the Committee under the Plan, the Term Sheet and these Terms and Conditions.

(b) The Participant acknowledges and agrees that this Award and the Restricted Stock Units granted hereunder, and all amounts paid or payable under the Term Sheet and these Terms and Conditions, are subject to the provisions of the WW International, Inc. Incentive Compensation Clawback Policy (as in effect from time to time) and any successor policy thereto, and any and all other applicable clawback policies or procedures adopted by the Company or any member of the Company Group at any time or from time to time whether as required by applicable law or any applicable securities exchange listing standards, or as otherwise determined by the Board (or a committee thereof), which may in each case provide for forfeiture and/or recoupment of amounts paid or payable hereunder.

Section 6.2 - Binding Effect; Transferability

The provisions of the Term Sheet and these Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. The Restricted Stock Units shall not be transferable or assignable by the Participant otherwise than by will or by the laws of descent and distribution. In no event shall the Restricted Stock Units be transferable for value.

Section 6.3 – Interpretation; Severability

In the Term Sheet and these Terms and Conditions, (a) all references to “dollars” or “$” are to United States dollars and (b) the word “or” is not exclusive. If any provision of the Term Sheet and these Terms and Conditions shall be declared illegal, void or unenforceable by any court of competent jurisdiction, the other provisions shall not be affected, but shall remain in full force and effect. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of the Term Sheet and these Terms and Conditions. The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates. The failure of the Company to enforce at any time any provision hereof shall in no way be construed to be a waiver of that provision or of any other provision hereof.

Section 6.4 - Notices

Any notice to be given under the terms of the Term Sheet and these Terms and Conditions to the Company shall be given in writing and addressed to the Company in care of its Secretary, and any notice to be given to the Participant shall be given in writing and addressed to him or her at the address given on the Term Sheet. By a notice given pursuant to this Section 6.4, either party may hereafter designate a different address for notices to be given to such party. Any notice which is required to be given to the Participant shall, if the Participant is then deceased, be given to the Participant's personal representative if such representative has previously informed the Company of his or her status and address by written notice under this Section 6.4. Any notice to be given under the terms of the Term Sheet and these Terms and Conditions shall be deemed effectively given upon personal delivery, electronic delivery, or upon deposit in the U.S. Post Office or foreign postal service, by registered or certified mail, with postage and fees prepaid, or with a nationally recognized courier designating express or expedited service with evidence of delivery, addressed to the other party at the address, including email address, if any, provided in accordance with this Section 6.4, or at such other address as such party may designate in writing from time to time to the other party.

Section 6.5 - Applicability of Plan

The Shares issued to the Participant in settlement of the Restricted Stock Units granted hereunder shall be subject to the terms and provisions of the Plan. In the event of any conflict between the Term Sheet and these Terms and Conditions, these Terms and Conditions shall control. In the event of any conflict between the Term Sheet or these Terms and Conditions and the Plan, the terms of the Plan shall control.

Section 6.6 - Amendment

The Term Sheet and these Terms and Conditions may be amended only by a writing executed by the Participant and the Company which specifically states that it is amending the Term Sheet or these Terms and Conditions, as applicable.

Section 6.7 - Governing Law; Jurisdiction

The Term Sheet and these Terms and Conditions shall be governed by and construed and interpreted in accordance with the laws of the State of New York, and except as otherwise provided in the applicable Award agreement, any and all disputes between a Participant and the Company Group relating to this Award shall be brought only in a state or federal court of competent jurisdiction sitting in Manhattan, New York. By execution and delivery of Term Sheet and these Terms and Conditions, the Participant and the Company Group irrevocably submit to the jurisdiction of such courts for itself, himself or herself and in respect of its, his or her property with respect to such action. The Participant and the Company Group irrevocably agree that venue would be proper in such court, and hereby irrevocably waive any objection that such court is an improper or inconvenient forum for the resolution of such action.

Section 6.8 – Counterparts; Electronic Delivery

The Term Sheet and these Terms and Conditions may be executed in any number of counterparts, including via facsimile or PDF, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The Company may, in its sole discretion, decide to deliver any documents related to the Award (or future Awards that may be granted under the Plan) and participation in the Plan by electronic means or to request the Participant’s consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.

Section 6.9 – Code Section 409A

This Award is intended to be exempt from, or comply with, Section 409A of the Code and to be interpreted in a manner consistent therewith. To the extent necessary to avoid the imposition of tax or penalty under Section 409A of the Code, any payment any member of the Company Group to the Participant (if the Participant is then a “specified employee” as defined in Section 409A(a)(2)(B)(i) of the Code and Treasury Regulation §1.409A-1(i)(1)) of “deferred compensation,” whether pursuant to the Plan or otherwise, arising solely due to a “separation from service” (and not by reason of the lapse of a “substantial risk of forfeiture”), as such terms are used in Section 409A of the Code, shall be delayed (to the extent otherwise payable prior to such date) and paid on the first day following the six-month period beginning on the date of the Participant’s separation from service under Section 409A of the Code (or, if earlier, upon the Participant’s death). Each payment or installment due to the Participant from any member of the Company Group, whether under the Term Sheet or these Terms and Conditions or otherwise, is intended to constitute a “separate payment” for purposes of Section 409A of the Code. In no event shall any member of the Company Group or any of their respective directors, officers, employees, consultants, agents or advisers, have any liability to the Participant or any other Person due to the failure of the Award to satisfy the requirements of Section 409A of the Code. In the event that the Participant and the Company reasonably agree that the payments and benefits provided under the Term Sheet or these Terms and Conditions, or the provisions of this Term Sheet or these Terms and Conditions are not in compliance with Section 409A of the Code, the Participant and the Company shall in good faith attempt to modify the Term Sheet and these Terms and Conditions, as applicable, to comply with Section 409A of the Code while endeavoring to maintain the intended economic benefits thereunder.

EXHIBIT 10.2

CONFIDENTIAL SETTLEMENT AGREEMENT
<u>AND GENERAL RELEASE AND WAIVER OF CLAIMS</u>

This Confidential Settlement Agreement and General Release (the "Agreement") is entered into by and between, on the one hand, Tara Comonte ("Comonte"), and on the other hand, WW International, Inc. ("WW"). The aforementioned are each referred to herein as a "Party," and, collectively, as the "Parties."

WHEREAS, Comonte was employed by WW in the role of President and Chief Executive Officer;

WHEREAS, on March 30, 2026, Comonte notified the board of directors (the "Board") of WW of her resignation as President and Chief Executive Officer, effective March 31, 2026, and the Board accepted Comonte's resignation;

WHEREAS, pursuant to Comonte's employment agreement with WW, dated as of February 26, 2025 (the "Prior Employment Agreement"), by reason of her resignation as President and Chief Executive Officer and termination of employment with WW, Comonte was deemed to have resigned as a member of the Board and from any and all other directorships, committee memberships, and all other positions that she held with WW and its subsidiaries;

WHEREAS, the Parties now wish to fully and finally to resolve all matters between them; and

WHEREAS, the Parties understand and agree that the entering of this Agreement shall not in any way be construed or considered to be an admission by (i) WW or any of its affiliates, directors, or officers that any of the WW Released Parties identified in this Agreement engaged in wrongdoing or noncompliance with any federal, state, city, local or other statute, constitution, administrative code, public policy, tort law, contract, contract law, common law, or of any other wrongdoing, unlawful conduct, liability or breach of any duty whatsoever; or (ii) Comonte or any of the Comonte Released Parties identified in this Agreement engaged in wrongdoing or noncompliance with any federal, state, city, local or other statute, constitution, administrative code, public policy, tort law, contract, contract law, common law, or of any other wrongdoing, unlawful conduct, liability or breach of any duty whatsoever.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, and provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. <u>Separation Date</u>. Comonte's employment with WW terminated effective March 31, 2026 (the "Separation Date"). By executing this Agreement, Comonte acknowledges and agrees that, as of the Separation Date, Comonte was deemed to have, and did, resign as a member of the Board and from any and all other directorships, committee memberships, and all other positions that she held with WW and its subsidiaries without need for any further action to be taken.

2. Compensation and Benefits. All of the compensation and benefits that Comonte received as part of her employment with WW ceased as of the Separation Date. Comonte acknowledges and agrees that neither WW nor any of its affiliates (collectively, the "WW Group") owes her any other wages, compensation, bonuses, payments, or benefits of any kind or nature, other than as provided in this Agreement. Comonte acknowledges and agrees that Comonte has received her salary through the Separation Date and reimbursement of all unreimbursed expenses, and that Comonte's participation in all benefits and incidents of employment, and the accrual of bonuses, incentive payments, vacation, and paid time off, ceased as of the Separation Date. Comonte further acknowledges and agrees that Comonte is not due any further compensation or similar payments or benefits in respect of her service to the WW Group, except as expressly set forth in Section 4 herein. If eligible, Comonte may elect to continue Comonte's group health insurance benefits, at Comonte's own expense, pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and corresponding applicable state laws (as applicable) ("COBRA"). Materials relating to electing COBRA continuation coverage will be provided to Comonte under separate cover. To the extent Comonte is eligible and selects coverage, she must complete and timely return all COBRA paperwork she receives.

3. Consideration. The Parties acknowledge and agree that there is good, valuable, and sufficient consideration for this Agreement, including but not limited to the mutual promises and obligations set forth below.

4. Settlement Payments. In consideration for Comonte executing this Agreement, and for Comonte complying with the promises herein, including the grant of the Release in Section 5 below, WW will pay the following (collectively, the "Settlement Payments"): (i) to Comonte the gross amount of $1,850,000, payable as follows: (a) $545,205.48, less all applicable withholdings and deductions, on WW's first regularly scheduled payroll date occurring after the Effective Date (as defined below), and (b) $1,304,794.52, less all applicable withholdings and deductions, on October 1, 2026, in each case to be reported via IRS Form W-2; and (ii) to Comonte Counsel (as defined below), the gross amount of $150,000, of which $120,000 will be paid to Davis+Gilbert LLP and $30,000 will be paid to Holwell Shuster and Goldberg LLP, for attorneys' fees and costs incurred by Comonte, payable to the respective Comonte Counsel parties, to be reported via IRS Form 1099, payable on WW's first regularly scheduled payroll date occurring after this Agreement becomes effective and irrevocable.

5. Comonte Release. Comonte, on behalf of herself and her past, present or future heirs, spouse, representatives, executors, administrators, agents, and assigns (collectively, the "Comonte Releasors"), hereby forever remises, releases, dismisses, and discharges the WW Group and any of its past or present or future owners, officers, directors, employees, partners, agents, successors, assigns, members, trustees, benefit plans and their administrators and fiduciaries, insurers and reinsurers, parents, subsidiaries, predecessors, and affiliated or otherwise related companies (collectively, the "WW Released Parties") from all manner of claims, including the claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, dues, sums of money, costs, losses, accounts, reckonings, covenants, contracts, controversies, agreements, promises, doings, omissions, damages, obligations, liabilities, and expenses, including attorneys' fees and costs, of

every kind and nature whatsoever, whether in law or equity or both, known or unknown, which the Comonte Releasors ever had, or now have, or hereinafter may have, against the WW Released Parties by reason of, on account of, or arising out of, or in any way relating to Comonte's employment relationship with the WW Group or any other WW Released Party from the beginning of time up to and including the date Comonte executes this Agreement.

Comonte agrees that this release of claims includes, without limitation, any and all claims, asserted or unasserted, arising from, based on, related to, or connected with Comonte's employment with, or service as a member of the Board of, the WW Group at any time, and specifically include, to the extent permitted by law, any claims arising under Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967 ("ADEA"); the Americans with Disabilities Act ("ADA"); the Older Workers Benefit Protection Act ("OWBPA"), the Family and Medical Leave Act; the Worker Adjustment and Retraining Notification Act; the Employee Retirement Income Security Act; the New York Human Rights law; the New York City Human Rights Law, all as amended; and any claims for attorneys' fees and costs. The claims released further include, without limitation, and to the extent permitted by law, all other claims under federal, state, or local laws, statutes, regulations, and ordinances related to fiduciary duties, human rights, civil rights, discrimination, disability, workers' compensation, wage/hour, pension or labor laws, rules and/or regulations, public policy, contract or torts, and any claims arising under common law such as for wrongful termination, breach of contract, breach of implied duty of good faith, misrepresentation, defamation, libel, slander, invasion of privacy, negligence, infliction of emotional distress, and any claims otherwise based upon any conduct up to and including the date Comonte executes this Agreement, and Comonte shall not from any source proceed in, seek, or accept any additional award or settlement therefrom.

Comonte understands and agrees that, notwithstanding any provisions and covenants in this paragraph, nothing in this Agreement is intended to constitute an unlawful release or waiver of any of Comonte's rights under any laws and/or to prevent, impede, or interfere with Comonte's ability and/or right to challenge the validity of this Agreement. Nothing in this Agreement shall be construed to prohibit Comonte from (i) responding truthfully to a valid subpoena; (ii) filing or proceeding with a charge or complaint with or participating and providing truthful information in any investigation or proceeding conducted by the Department of Labor, the Occupational Safety and Health Administration, the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), the New York Attorney General, the New York State Division of Human Rights, a local commission of human rights, or any other comparable federal, state, or local agency charged with the investigation and enforcement of any employment and/or human rights laws; (iii) engaging in communications that constitute concerted activities for the purpose of collective bargaining or other mutual aid or protection of employees; (iv) exercising any other applicable rights under Section 7 of the National Labor Relations Act; (v) filing or disclosing any facts necessary to receive unemployment insurance, Medicaid, or any other public benefits to which Comonte is entitled; or (vi) speaking with law enforcement or an attorney retained by Comonte. By signing this Agreement, Comonte agrees and understands that Comonte is waiving Comonte's right to individual relief based on claims asserted in such a charge or complaint, except as prohibited by applicable law. Additionally, nothing in this Agreement shall waive any rights or claims that may arise after the Effective Date. This Section 5 is not intended to limit Comonte from pursuing an action for the sole purpose of enforcing this Agreement.

A "covenant not to sue" is a legal term which means a promise not to file a lawsuit in court. It is different from the release of claims above. In addition to releasing and waiving the claims set forth above in this paragraph, Comonte and the Comonte Releasors further agree never to sue the WW Released Parties or any of them in any forum for any reason covered by the release set forth in this Section 5. If Comonte or the Comonte Releasors sue the WW Released Parties or any of them in violation of this covenant not to sue, Comonte shall be liable to the WW Released Parties for their reasonable attorneys' fees and other litigation costs incurred in defending against such a suit. Notwithstanding this covenant not to sue, Comonte may bring a claim against WW to enforce this Agreement.

The release and discharge set forth in this Section 5 does not apply to any claim that cannot be released under applicable law.

6. WW Release. WW and its officers and directors (collectively, the "WW Releasors") hereby forever remise, release, dismiss, and discharge Comonte and her past, present or future heirs, spouse, representatives, executors, administrators, agents, and assigns (collectively, the "Comonte Released Parties") from all manner of claims, including the claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, dues, sums of money, costs, losses, accounts, reckonings, covenants, contracts, controversies, agreements, promises, doings, omissions, damages, obligations, liabilities, and expenses, including attorneys' fees and costs, of every kind and nature whatsoever, whether in law or equity or both, known or unknown, which the WW Releasors ever had, or now have, or hereinafter may have, against the Comonte Released Parties by reason of, on account of, or arising out of any matter, cause or thing whatsoever that has happened, developed, or occurred from the beginning of time up to and including the date WW executes this Agreement.

A "covenant not to sue" is a legal term which means a promise not to file a lawsuit in court. It is different from the release of claims above. In addition to releasing and waiving the claims set forth above in this paragraph, the WW Releasors further agree never to sue the Comonte Released Parties in any forum for any reason covered by the release set forth in this Section 6. If the WW Releasors sue the Comonte Released Parties in violation of this covenant not to sue, WW shall be liable to the Comonte Released Parties for their reasonable attorneys' fees and other litigation costs incurred in defending against such a suit. Notwithstanding this covenant not to sue, the WW Releasors may bring a claim against the Comonte Released Parties to enforce this Agreement.

The release and discharge set forth in this Section 6 does not apply to any claim that cannot be released under applicable law.

7. Cooperation. Subject to Comonte's then-current personal and professional fiduciary duties and other obligations, Comonte agrees to reasonably cooperate with the WW Group and to provide information to and assist the WW Group as needed in the investigation, defense, or prosecution of any suspected claim against, or by, the WW Group or any member thereof with respect to matters of which Comonte may have first-hand knowledge; provided that WW shall have

first used commercially reasonable efforts to obtain the applicable information independently. Such assistance shall include, but is not limited to, participating in interviews with representatives of the WW Group, attending, as a witness, depositions, trials, or other similar proceedings without requiring a subpoena, and producing or providing any documents or names of persons with relevant information. In accordance with the foregoing obligation, WW agrees to reimburse Comonte for all reasonable out-of-pocket expenses incurred. Without limiting the foregoing, Comonte agrees not to knowingly encourage, counsel, or assist (i.e., provide information to, or agree to testify on behalf of) any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the WW Released Parties, unless subject to a valid subpoena or other court order to do so. Comonte agrees both to immediately notify WW upon receipt of any such subpoena or court order, and to furnish WW, within three (3) calendar days of receipt, a copy of such subpoena or court order.

8. No Admissions. Neither this Agreement, nor anything contained in it, shall constitute or shall be used or construed as an admission or as evidence of any liability or wrongdoing. Neither this Agreement, nor anything contained in it, shall be introduced in any proceeding except to enforce this Agreement or to defend against any claim relating to the subject matter of the release contained herein or as required by court order, subpoena or other legal process, and such introduction under these exceptions shall be pursuant to an appropriate order protecting its confidentiality.

9. Disclosure. Neither Party shall disclose confidential information covered by the terms of this Agreement without being directed to do so by court order. If a Party is served with a subpoena or court order, the Party will advise the other Party of the same within three business days by writing to counsel by Federal Express and emailing counsel as follows:

If to WW: WW International, Inc.
18 West 18th Street, 7th Floor
New York, NY 10011
Attn: Debra Cotter, Chief Legal Officer and Secretary
[•]

With a copy (which shall not constitute notice) to:
Greta B. Williams, Esq.
GIBSON, DUNN & CRUTCHER LLP
1700 M Street, N.W.
Washington, D.C. 20036-4504
[•]

If to Comonte: Tara Comonte
[•]

With a copy
(which shall not

constitute notice): Blair E. Kaminsky
to (collectively, HOLWELL SHUSTER & GOLDBERG LLP
"Comonte Counsel") 425 Lexington Avenue
New York, New York 10017
[•]

Jessica Golden Cortes
DAVIS+GILBERT LLP
1675 Broadway
New York, NY 10019
[•]

10. No Complaints Filed. Each Party represents that she or it has not filed any complaints, claims, or actions against the other Party with any state, federal, or local agency or court. The Parties acknowledge and agree that this representation is an essential and material term of this Agreement, and that without this representation, neither Party would have agreed to the Agreement, including the Settlement Payments.

11. Return of Property and Confidential and Proprietary Information. Comonte represents that she has returned to WW any and all property, files, materials, records, manuals, written communications, or other items (including hard copy and electronic documents, disks, and files) Comonte received, obtained, and/or created as part of Comonte's employment with the WW Group (excluding information Comonte received about Comonte's compensation and benefits) or that are in Comonte's possession or control belonging to Comonte, including but not limited to Comonte's laptop computer(s), company credit cards and/or calling cards, and other computer software and/or hardware, cell phone, hand-held electronic devices, keys and identity badges that are in Comonte's possession or control belonging to WW or any of the WW Released Parties. Comonte agrees that in the event Comonte later locates any such documents, equipment, or materials, Comonte will return them to WW immediately. Comonte represents that she has deleted and destroyed any digital files, materials, or communications pertaining to her employment at WW (with the exception of her personal employment, tax, and benefits information).

12. Confidentiality. The Parties acknowledge and agree that it is Comonte's preference, and Comonte has voluntarily agreed, to include this Section 12 in the Agreement. Comonte warrants that she has not disclosed and shall not disclose any information arising out of or relating to the negotiations or other circumstances leading to the execution of this Agreement to anyone other than her retained and prospective attorneys, members of her immediate family (defined as parents, siblings, children, spouse, domestic partner, or in-laws), or to the extent such disclosure may be required by law, and further warrants that she has instructed these individuals that they are not to disclose such information to anyone else. WW warrants that it has not disclosed and shall not disclose any information arising out of or relating to the negotiations or other circumstances leading to the execution of this Agreement to anyone other than WW's directors and officers, attorneys (inside and outside counsel), accountants, tax advisors, or financial advisors, or to the extent such disclosure may be required by law or, solely with respect to disclosures made prior to the date hereof to WW's investors, in the ordinary course, as required by applicable securities laws or to the extent

such investors were subject to confidentiality obligations in favor of WW, and further warrant that they have instructed these individuals that they are not to disclose such information to anyone else.

This non-disclosure agreement specifically includes, but is not limited to, an obligation, on the part of Comonte and Comonte's attorneys and other representatives and Comonte's family members, as well as on the part of the WW Group and the WW Group's attorneys and others representatives of the WW Group, not to disclose, or cause to be disclosed, the negotiations or other circumstances leading to this Agreement to any current or former employee of the WW Group, or any affiliate of the WW Group, or to any individual associated with the press or media. Comonte and Comonte's representatives and immediate family members may only acknowledge, and then only in response to an inquiry not prompted by Comonte or Comonte's representatives or immediate family members, that the Parties have resolved the matter. The WW Group and their representatives may only acknowledge, and then only in response to an inquiry, that the Parties have resolved the matter.

The Parties acknowledge and agree that in the event a communication violates this Section 12, whether it is made orally or in writing, to anyone, including but not limited to the media, public interest groups, publishing companies, and/or via the Internet (including but not limited to web pages, email, "blogs" and/or "chat rooms"), it will be considered a material breach of the terms of this Agreement.

This Agreement does not prohibit or restrict Comonte, the WW Group, the WW Released Parties or the Comonte Released Parties from: (i) initiating communications directly with, filing any charge or complaint with, cooperating with, providing relevant information, or otherwise assisting in an investigation by (A) the U.S. Securities and Exchange Commission ("SEC"), or any other governmental, regulatory, or legislative body regarding a possible violation of any federal law; or (B) the Equal Employment Opportunity Commission ("EEOC"), Department of Labor ("DOL"), National Labor Relations Board ("NLRB"), or any other governmental authority with responsibility for the administration of fair employment practices laws regarding a possible violation of such laws, or as compelled or requested by lawful process; (ii) responding to any inquiry from any such governmental, regulatory, or legislative body or official or governmental authority, including an inquiry about the existence of this Agreement or its underlying facts or circumstances; or (iii) participating, cooperating, testifying, or otherwise assisting in any governmental action, investigation, or proceeding relating to a possible violation of any such law, rule, or regulation.

Federal law provides certain protections to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances. Specifically, federal law provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret under either of the following conditions: (a) where the disclosure is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) where the disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. *See* 18 U.S.C. § 1833(b)(1). Federal law also provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (x) files any document containing the trade secret under seal; and (y) does not disclose the trade secret, except pursuant to court order. *See* 18 U.S.C. § 1833(b)(2). Nothing in this Agreement is intended in any way to limit such statutory rights.

13.Non-Disparagement. The Parties acknowledge and agree that it is Comonte's preference, and Comonte has voluntarily agreed, to include this Section 13 in the Agreement. Comonte agrees that she will not disparage the WW Group or any of the WW Released Parties (including, but not limited to, any directors of WW) through any writing, remarks, comments, or statements made orally or in writing in any forum, medium or setting, including but not limited to media, social media, print, radio, internet, press, books, periodicals, publications, podcasts, or any other format, media or platform by which information is disseminated, in writing or electronically, nor will she encourage, solicit, induce or support others to do so. WW agrees that its directors who are serving as directors as of the Effective Date will not, and that it will instruct its officers not to disparage Comonte through any writing, remarks, comments, or statements made orally or in writing in any forum, medium or setting, including but not limited to media, social media, print, radio, internet, press, books, periodicals, publications, podcasts, or any other format, media or platform by which information is disseminated, in writing or electronically, nor encourage, solicit, induce or support others to do so. For purposes of this Section 13, to "disparage" means to make remarks, comments, or statements that impugn the character, honesty, integrity, morality, or abilities of an individual or entity.

The Parties acknowledge and agree that in the event a communication violates this Section 13, whether it is made orally or in writing, to anyone, including but not limited to the media, public interest groups, publishing companies, and/or via the Internet (including but not limited to web pages, email, "blogs" and/or "chat rooms"), it will be considered a material breach of the terms of this Agreement.

Notwithstanding the foregoing, this non-disparagement obligation does not extend to statements made or documents produced in connection with any proceeding before a federal, state, municipal or local judicial or administrative proceeding.

14.Public Disclosures; Response to Inquiries. The WW Group, on behalf of itself and its directors and officers, warrants and agrees that it shall not cause to be published or filed any external communication (whether in writing or orally) relating to or arising out of Comonte's resignation as President and Chief Executive Officer and/or all other directorships, committee memberships, and all other positions that she held with WW and its subsidiaries; the Separation Date; or the negotiations or other circumstances leading to the execution of this Agreement without first providing Comonte with at least three (3) calendar days to review and provide comments to the WW Group on any such publication or filing, and that the WW Group will consider any comments that Comonte provides on any such publication or filing in good faith. In response to any inquiries relating to the circumstances of Comonte's departure from WW, the Parties may state only that Comonte "resigned" and/or "left to pursue other opportunities." In response to a reference request, WW will confirm Comonte's dates of employment and title and state that it does not provide qualitative statements about its former employees.

15.No Re-Employment or Contractual Relationship. In consideration of the promises made by WW in this Agreement, Comonte agrees not to seek or accept future employment with WW or any member of the WW Group, and that neither WW nor any member of the WW Group has any obligation to retain, engage, employ, or continue to employ Comonte. If Comonte does seek or obtain such re-employment or any contractual relationship, then this Agreement shall constitute sufficient cause for refusal to hire or for termination of any such agreement and Comonte consents to rejection of Comonte's application and/or termination of Comonte's employment or any contractual relationship. Comonte acknowledges and agrees that this provision is intended to protect WW and the WW Released Parties from a charge of retaliation and is not intended to be or shall be construed as a form of retaliation by WW or any member of the WW Group or any WW Released Party.

16.Tax Treatment. Comonte understands and agrees that WW and its counsel are providing her no tax or legal advice, and make no representations regarding tax obligations or consequences, if any, related to any part of this Agreement. Comonte warrants that she will consult with an accountant or tax advisor of her choosing with regards to any tax consequences that may arise from the payments under this Agreement. The payments and benefits set forth in this Agreement are intended to comply with or be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder ("Section 409A"). If it is determined that Section 409A applies to any payment or benefit under this Agreement, such payment or benefit shall be administered in accordance with Section 409A. In no event may Comonte, directly or indirectly, designate the calendar year of a payment and if a payment that is subject to execution of this Agreement could be made in more than one taxable year, and such payment is subject to Section 409A, payment will be made in the later taxable year. Comonte will be solely responsible for any tax imposed under Section 409A and in no event will WW, any member of the WW Group, or any of their respective directors, officers, or advisers have any liability with respect to any tax, interest, or other penalty imposed under Section 409A.

17.Choice of Law and Forum. This Agreement will be interpreted in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. Each Party consents to the exclusive jurisdiction and venue of a state or federal court in New York City for any suit to enforce the terms of this Agreement and/or any dispute between the Parties, including but not limited to any dispute arising out of, relating to, or concerning Comonte's employment at WW.

18.ARBITRATION. THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS AGREEMENT, THEIR INTERPRETATION, AND ANY OF THE MATTERS HEREIN RELEASED, SHALL BE SUBJECT TO ARBITRATION, BEFORE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS"), PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES ("JAMS

RULES”). THE ARBITRATOR MAY GRANT INJUNCTIONS AND OTHER RELIEF IN SUCH DISPUTES. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE, AND BINDING ON THE PARTIES TO THE ARBITRATION. THE PARTIES AGREE THAT THE PREVAILING PARTY IN ANY ARBITRATION SHALL BE ENTITLED TO INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION TO ENFORCE THE ARBITRATION AWARD. THE PARTIES TO THE ARBITRATION SHALL EACH PAY AN EQUAL SHARE OF THE COSTS AND EXPENSES OF SUCH ARBITRATION, AND EACH PARTY SHALL SEPARATELY PAY FOR ITS RESPECTIVE COUNSEL FEES AND EXPENSES; PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL AWARD REASONABLE ATTORNEYS’ FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS ARBITRATION PROVISION SHALL BE CONSTRUED TO PROHIBIT ANY CURRENT OR FORMER EMPLOYEE FROM FILING ANY CHARGE OR COMPLAINT OR PARTICIPATING IN ANY INVESTIGATION OR PROCEEDING CONDUCTED BY AN ADMINISTRATIVE AGENCY, INCLUDING BUT NOT LIMITED TO THE EEOC, DOL, OR NLRB.

19.Entire Agreement. This Agreement, including Exhibit A (Separate Acknowledgment of Confidentiality), constitutes the entire agreement among the Parties with respect to the subject matter of the Agreement and Comonte’s prior employment with the WW Group, and supersedes all prior and contemporaneous oral and written agreements and discussions between WW, any member of the WW Group, any WW Released Party, and Comonte, which oral and written agreements and discussions shall be null and void and of no operative legal effect. The language of all sections in this Agreement shall be construed as a whole, according to its fair meaning.

20.No Waiver. Any delay or omission by either Party in exercising any right it may have under this Agreement shall not operate as a waiver of any other right. If either Party gives a waiver or consent on one particular occasion, it is effective only as to that occasion and does not affect other occasions.

21.Amendments Must Be in Writing. This Agreement may be amended only by an instrument in writing signed by all Parties to this Agreement.

22.Advice of Counsel. Each of the Parties represents that she or it has: (i) been adequately represented, or had the opportunity to be represented, by independent legal counsel of its own choice, throughout all of the negotiations that preceded the execution of this Agreement; (ii) executed this Agreement and Exhibit A with the consent and upon the competent advice of such counsel, or had the opportunity to seek such consent and advice; (iii) read this Agreement and Exhibit A, and understands and assents to all the terms and conditions contained in this Agreement and Exhibit A without any reservations; and (iv) had, or had the opportunity to have had, the same explained to it or her by her or its own counsel, who have answered any and all questions which have been asked of them, or which could have been asked of them, with regard to the meaning of any of the provisions of this Agreement and Exhibit A.

23. Counterparts. This Agreement may be executed in one or more counterparts, by facsimile, scan, email or original signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. Acknowledgments. Each of the Parties acknowledges that (i) the Settlement Payments set forth in Section 4 and the mutual releases set forth in Sections 5 and 6 form sufficient consideration (the "Consideration") for Comonte signing this Agreement; (ii) should the releases contained in Sections 5 and/or 6 be deemed illegal or unenforceable for any reason, the Parties agrees to promptly, upon request, execute a new general release that is enforceable; and (iii) The headings used in this Agreement are intended only for the convenience of the Parties and shall not in any way add to, limit or otherwise be used in the interpretation of this Agreement.

25. Remedy for Breach. In addition to receiving any other remedies provided by law or in equity, if WW or any WW Released Party prevails in any action against Comonte for Comonte's alleged Material Violation (as defined below) of the terms of this Agreement, Comonte shall be required to return and/or reimburse WW for the Settlement Payments referenced in Section 4 above in full (less $10,000), which Comonte may retain, and which Comonte agrees shall serve as good and valuable consideration for the continuing enforceability of this Agreement. Under such circumstances, it is agreed and understood that this Agreement shall nevertheless remain in full force and effect. A "Material Violation" means Comonte's breach of Section 5 (Comonte Release) or Section 10 (No Complaints Filed).

26. Knowing and Voluntary Agreement. Comonte expressly recognizes and agrees that, by entering into this Agreement, Comonte is waiving any and all rights or claims that Comonte may have arising under the ADEA, as amended by the OWBPA, which have arisen on or before the date Comonte executes this Agreement. By Comonte's signature below, Comonte understands and agrees that:

a. Comonte has at least twenty-one (21) days within which to consider this Agreement before executing it. Comonte has the right to consult an attorney regarding this Agreement. Comonte is free to sign this Agreement in less than twenty-one (21) days if Comonte wishes but Comonte understands that if Comonte takes fewer than twenty-one (21) days to review and sign this Agreement, Comonte knowingly and voluntarily waives her right to review for the full twenty-one (21)-day period.

   To accept this Agreement, Comonte must sign, date, and return this Agreement to counsel for WW, Greta Williams of Gibson, Dunn & Crutcher LLP by 12:00 p.m. Eastern Time on May 14, 2026:

   Greta B. Williams
   Gibson, Dunn & Crutcher LLP
   1700 M Street, N.W.
   Washington, DC 20036

[•]

b. Unless more time is required by applicable law or as set forth below, Comonte has seven (7) days within which to revoke this Agreement after it is executed by Comonte (the "Revocation Period"). Any such revocation shall be sent by email to:

Greta B. Williams
Gibson, Dunn & Crutcher LLP
1700 M Street, N.W.
Washington, DC 20036
[•]

Comonte's written revocation must be postmarked on or before the end of the seventh (7th) day after Comonte initially signs this Agreement. If Comonte revokes this Agreement, Comonte will not be entitled to the Settlement Payments offered in this Agreement or to the benefit of the mutual releases set forth in Sections 5 or 6. If Comonte signs this Agreement and does not revoke it, this Agreement will become effective at the expiration of the Revocation Period, at midnight on the eighth (8^{th}) day after it is signed by Comonte ("Effective Date").

c. Comonte has carefully read and fully understands all of the provisions of this Agreement and is hereby advised to consult with legal counsel.

d. Comonte is, through this Agreement, releasing WW and the WW Released Parties from any and all claims Comonte may have against WW and the WW Released Parties, consistent with the terms of this Agreement; <u>provided</u>, <u>however</u>, that Comonte understands that rights or claims that may arise after the date of signing are not waived.

e. Comonte knowingly and voluntarily agrees to all of the terms set forth in this Agreement.

f. Comonte knowingly and voluntarily intends to be legally bound by the terms set forth in this Agreement.

g. Comonte acknowledges that the consideration period in this Section 26 provides Comonte with more than five (5) business days to consult an attorney regarding this Agreement. If Comonte signs this Agreement prior to the end of the consideration period, Comonte acknowledges that Comonte's decision to accept such shortening of time is knowing and voluntary and was not induced by WW or any WW Released Party through fraud, misrepresentation, or a threat to withdraw or alter the offer prior to the expiration of the reasonable time period, or by providing different terms to Comonte.

[*Signature Page Follows*]

In witness whereof, the Parties have executed this Agreement on the date(s) set forth below.

WW INTERNATIONAL, INC.

Dated: May 14, 2026

By: /s/ Felicia DellaFortuna

TARA COMONTE

Dated: May 14, 2026

By: /s/ Tara Comonte

EXHIBIT A

SEPARATE ACKNOWLEDGMENT OF CONFIDENTIALITY

UNDER SECTION 5-336 OF NEW YORK GENERAL OBLIGATIONS LAW AND SECTION 5003-b OF NEW YORK CIVIL PRACTICE LAW AND RULES

Tara Comonte ("Comonte") hereby acknowledges and agrees that the following statements are true and accurate:

1. It is and remains Comonte's preference to include the confidentiality and non-disparagement language at Sections 12 and 13 in the Confidential Settlement Agreement and General Release and Waiver of Claims (the "Agreement") as well as any other provisions therein regarding confidentiality and/or non-disclosure.

2. Comonte was provided with a period of up to twenty-one (21) days to consider the confidentiality and non-disparagement, and/or similar non-disclosure language in the Agreement, which were all included at Comonte's preference, in accordance with Section 5-336 of New York General Obligations Law and Section 5003-b of New York Civil Practice Law and Rules. In the event that Comonte executes this Agreement within less than twenty-one (21) days of Comonte's receipt of it, Comonte acknowledges that such decision was entirely voluntary, and that Comonte had the opportunity to consider this Agreement for the entire twenty-one (21) day period.

3. Comonte is provided with an additional seven (7) calendar days to revoke the Agreement and this Exhibit.

4. The Agreement, including this Exhibit, shall become effective on the first calendar day following the expiration of the above-described seven (7) day revocation period.

Dated: May 14, 2026

By: /s/ Tara Comonte
Tara Comonte

WW INTERNATIONAL, INC.

Dated: May 14, 2026

By: /s/ Felicia DellaFortuna

WeightWatchers.

EXHIBIT 10.3

February 26, 2025

Jonathan Volkmann
[ ]
[ ]

Re: Promotion to SVP, Global Operations

Dear Jon,

I am very pleased to congratulate you on your promotion to the position of SVP, Global Operations of WW International, Inc. ("WW" or the "Company"), reporting to Tara Comonte, Interim President and Chief Executive Officer. This promotion recognizes both the significant contributions you have made, and the expanded impact we anticipate you will have on the business in the future. The details associated with your new role are outlined below.

Effective Date: January 20, 2025

Base Salary: Your new salary will be $385,000.00 per year, less applicable deductions and withholdings. You will be classified as an exempt employee and will therefore not be eligible for overtime.

WW Annual Performance Bonus Program: You will be eligible to participate in WW's Annual Performance Bonus Program, in accordance with the terms and conditions of such program, as amended from time to time. Under the current program, the bonus target for this position will be 50% of your base salary (25% of which shall be based on your individual performance, and 75% of which shall be based on WW's overall performance), which can be over- or underachieved depending on performance.

WW Annual Equity Program: You will be eligible to participate in WW's annual stock-based incentive compensation program, in accordance with the terms and conditions of such program. Your position will continue to have a target aggregate grant amount value of 50% of your base salary (allocated and subject to such terms as determined by WW's Compensation Committee in its sole discretion). All annual equity awards are subject to your continued employment and shall be governed by WW's stock-based incentive compensation plan documents and relevant agreements, as well as any additional terms and conditions as determined by the Compensation Committee, in its sole discretion. WW's stock-based incentive compensation program may be modified or terminated at any time.

Noncompetition, Assignment of Work Product, and Confidentiality Agreement. You will be required to sign the Company's Noncompetition, Assignment of Work Product, and Confidentiality Agreement, which will be provided under separate cover, as a condition of this promotion and the effectiveness of this letter agreement.

Arbitration Agreement. You will be required to sign the Company's Arbitration Agreement, which will be provided under separate cover, as a condition of this promotion and the effectiveness of this letter agreement, subject to any modifications mutually agreed upon by the parties.

At-Will Employment: You understand and agree that your employment with the Company shall be "at will" at all times. This means that either you or the Company may terminate your employment relationship at any time for any reason, with or without notice. Nothing stated in this letter shall be construed to guarantee your employment for any specific period of time.

Governing Law: This letter agreement shall be governed by, and conformed in accordance with, the laws of the State of New York without regard to its conflict or choice of law provisions.

Entire Agreement: To the extent the terms of this offer letter differ in any way from any prior agreements between you, Weekend Health, Inc., and/or WW, the terms of this letter shall control. By signing this letter, you agree that you are not relying upon any promises, representations, negotiations or discussions except as specifically set forth in this letter.

We believe this to be an excellent step in your career growth both personally and professionally at WW. We appreciate all of your contributions, and we are looking forward to your continued growth and success.

Sincerely,
/s/ Tiffany Stevenson 05 March 2025
Tiffany Stevenson
Chief People Officer

I understand and agree to the terms and conditions set forth above.

/s/ Jonathan Volkmann 05 March 2025
Jonathan William Volkmann Date

EXHIBIT 10.4

WeightWatchers

WW INTERNATIONAL, INC.
NON-EXECUTIVE KEY LEADER SEVERANCE PLAN

WW International, Inc., a Virginia corporation (the "Company"), has established this WW International, Inc. Non-Executive Key Leader Severance Plan (this "Plan") for the benefit of certain employees of the Company and its subsidiaries (together, the "Company Group"), on the terms and conditions stated herein, effective as of March 1, 2025.

1. Eligibility. Each non-executive employee of the Company Group with the title of Vice President or above shall be eligible to be selected as a participant in this Plan (each such selected eligible employee, a "Participant") by the Chief Executive Officer of the Company (the "CEO"); *provided* that no person in an interim or temporary role shall be eligible to be a Participant. The Company shall notify each Participant in writing who has been selected as a Participant in the Plan and, in such notice, inform each Participant of their respective "Severance Period" and "Welfare Continuation Period" (as further described in Section 2(b) below). Each Participant is eligible to receive severance pay and benefits under this Plan if such Participant: (A) does not have an Other Severance Arrangement that would provide for severance benefits following the applicable Covered Termination, (B) remains in the employ of the Company Group from the date of designation as a Participant through the date of a Covered Termination, (C) fulfills the normal responsibilities of such Participant's position, including, but not limited to, meeting regular attendance, specific transitional activities, workload and other standards of the Company Group, and (D) executes and submits a Restrictive Covenant Agreement in connection with, and no later than 15 days following, being designated as a Participant under this Plan.

2. Severance Pay and Benefits. If a Participant undergoes a Covered Termination, in addition to any Accrued Obligations, subject to such Participant's timely execution, delivery to the Company, and non-revocation of a Release Agreement and continued compliance with all restrictive covenants to which Participant is subject in favor of the Company Group (including pursuant to the Restrictive Covenant Agreement), such Participant shall be entitled to the following payments and benefits from the Company Group:

(a) any earned but unpaid annual bonus for the year immediately prior to the calendar year in which such Covered Termination occurs, which will be payable to such Participant concurrently with the cash bonus payments to other similarly situated employees under the applicable annual bonus program (but in all events no later than March 15 of the calendar year in which such Covered Termination occurs);

(b) (i) continued payment of Base Salary during the "Severance Period" communicated by the Company to such Participant in writing ("Salary Continuation"), payable in accordance with the normal payroll practices of the applicable member of the Company Group making the payments, and (ii) Welfare Continuation during the "Welfare Continuation Period" communicated by the Company to such Participant in writing (together with Salary Continuation, the "Severance"); and

(c) solely if a Participant undergoes a Post-CIC Covered Termination, the Pro-Rata Bonus, which will be payable to such Participant on the next regularly scheduled payroll date of the applicable member of the Company Group following the effective date of the Release Agreement.

If a Participant's employment is terminated for any reason other than pursuant to a Covered Termination, such Participant shall not be entitled to any Severance or any other payments or benefits under this Plan. If a Participant fails to execute the Release Agreement in a timely manner, or timely revokes such Participant's acceptance of a Release Agreement following its execution, such Participant shall not be entitled to payment of any Severance or any other payments or benefits under this Plan. If the time between a Participant's Covered Termination and the end of the review period and any revocation period provided in the Release Agreement spans across two calendar years, any payments under this Section 2 will be paid, and the first installment of Severance will commence, in each case, on the first business day of the second calendar year if such date is later than the date on which such payment would otherwise have been made pursuant to this Section 2 absent this proviso and the first installment of such Severance shall include any installment of the Severance that would have otherwise been paid to the Participant prior to such date absent this proviso.

If a Participant obtains subsequent employment or an advisory or other consulting position at any point during the Severance Period or Welfare Continuation Period following a Pre-CIC Covered Termination, any remaining Salary Continuation shall be reduced by the amount of the Participant's bi-weekly salary earnings or other base wages or fixed cash compensation in the Participant's new employment or engagement, or eliminated altogether if the Participant obtains a subsequent position with a base salary or other base wages or fixed cash compensation equal to or greater than Participant's Base Salary. Similarly, the Participant's eligibility to receive Welfare Continuation shall cease effective the first month of eligibility in the Participant's new employer's health insurance plan. To enforce and comply with the terms of this provision, Participants are obligated to provide the Company with prompt written notice of any subsequent employment or paid advisory or consulting position during the Severance Period or the Welfare Continuation Period, including the Participant's (x) date of hire, base salary and benefits eligibility, in the case of subsequent employment, and (y) start date and compensation terms in the case of any subsequent paid advisory or consulting position. For the avoidance of doubt, the terms of this paragraph shall not apply in the case of a Participant's Post-CIC Covered Termination.

3. Additional Terms.

(a) Clawback. Notwithstanding any provision of this Plan to the contrary, the payment of any amount or provision of any benefit pursuant to this Plan shall be conditioned upon and subject to the Company's incentive compensation clawback policy (or any similar or successor policy thereto adopted by the Company).

(b) Taxes. Severance and other payments and benefits under this Plan will be subject to all required federal, state and local taxes and may be affected by withholdings. All payments and benefits under this plan may be paid and provided less applicable taxes and other withholdings. Payments under this Plan are not deemed "compensation" for purposes of the retirement plans, savings plans, and incentive plans of the Company Group. Accordingly, no deductions will be taken for any retirement and savings plan and such plans will not accrue any benefits attributable to payments under this Plan.

(c) Specified Employees. Notwithstanding anything herein to the contrary, if (i) at the time of a Participant's Covered Termination, such Participant is a "specified employee" as defined in Section 409A of the Code, and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent the imposition of any accelerated or additional tax under Section 409A of the Code, then the commencement of the payment of any such payments or benefits hereunder will be deferred (without any increase or decrease in such payments or benefits ultimately paid or provided to Participant) until the date that is six months following such Participant's Covered Termination (or the earliest date that is permitted under Section 409A of the Code), and (ii) any other payments of money or other benefits due to Participant hereunder would cause the application of an accelerated or additional tax under Section 409A of the Code, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A of the Code, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by or at the direction of the Company, that does not cause such an accelerated or additional tax or result in additional cost to the Company.

4. Termination or Amendment.

This Plan may be amended, terminated or discontinued in whole or in part, at any time and from time to time at the discretion of the CEO, or, if such power is delegated in writing by the CEO, any other Person who is a direct report to the CEO; *provided*, *however*, that this Plan may not be amended, terminated or discontinued within one year following the consummation of a Change in Control; *provided*, *further*, that no amendment, termination or discontinuance shall, without a Participant's consent, adversely affect any Participant that has undergone a Covered Termination prior to the effective date of any such amendment, termination or discontinuance.

5. Limitation of Certain Payments.

In the event that any payments or benefits due to a Participant under this Plan or any other arrangements are determined by the Company to constitute "excess parachute payments" as defined under Section 280G of the Code, any Severance shall be reduced by the minimum amount necessary, subject to the last sentence of this paragraph, such that the present value of such parachute payments is below 300% of such Participant's "base amount" (as defined under Section 280G of the Code), and by accepting participation in this Plan, each Participant agrees to waive his or her rights to any "parachute payments" (as defined under Section 280G of the Code) sufficient to reduce such parachute payments to below such threshold; *provided*, *however*, in no event shall Severance be reduced below zero. Notwithstanding the foregoing, no payments or benefits shall be reduced under this Section 5 unless (a) the net amount of such payments and benefits, as so reduced (and after subtracting the net amount of federal, state and local income taxes on such reduced payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced payments and benefits), is greater than or equal to (b) the net amount of such payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such payments and benefits and the amount of excise tax imposed under Section 4999 of the Code as to which such Participant would be subject in respect of such unreduced payments and benefits and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced payments). For purposes hereof, (i) the order in which any amounts are deemed to be reduced, if applicable, is (A) cash payments, (B) other non-cash forms of benefits, and (C) equity-based payments and acceleration of vesting, and (ii) within any such category of payments and benefits (that is, (i)(A), (i)(B) or (i)(C) above), (A) a reduction shall occur first with respect to amounts that are not "deferred compensation" within the meaning of Section 409A of the Code and then with respect to amounts that are and (B) to the extent that any such amounts are to be made over time (*e.g.*, in installments, etc.), then the amounts shall be reduced in reverse chronological order.

6. Definitions.

(a) "Accrued Obligations" means (i) all accrued but unpaid Base Salary through the date of a Covered Termination, (ii) any unpaid or unreimbursed expenses incurred in accordance with applicable policies of the Company Group through the date of a Covered Termination, and (iii) any vested benefits provided under the employee benefit plans and programs of the Company Group in which Participant participates immediately prior to, and that are due upon or continue after, a termination of employment.

(b) "Affiliate" of any specified person means any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise.

(c) "Base Salary" means a Participant's then current annual base salary rate immediately prior to Participant's Covered Termination (or, if higher, the annual base salary immediately prior to an event that constitutes Good Reason), and determined without regard to any salary deferrals under any deferred compensation or cafeteria plans or programs in which a Participant participates.

(d) "Cause" means the occurrence of any of the following: (i) a Participant's willful and continued failure to perform substantially all of such Participant's duties for the Company Group (other than any such failure resulting from incapacity due to physical or mental illness) for a period of 10 days following a written demand for substantial performance that is delivered to such Participant by the Company Group or the Board of Directors of the Company (the "Board"); (ii) dishonesty in the performance of a Participant's duties for the Company Group; (iii) a Participant's indictment for, conviction of, or plea of guilty or nolo contendere to, a crime under any applicable national, federal, state or local law (including common law) constituting (A) a felony or (B) a misdemeanor involving moral turpitude; or (iv) a Participant's willful malfeasance or willful misconduct in connection with such Participant duties for the Company Group or any act or omission that is injurious to the financial condition or business reputation of the Company Group or its Affiliates.

(e) "Change in Control" means the occurrence of one or more of the following events:

(i) any "Person" or "Group," in each case within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") becomes the "Beneficial Owner," within the meaning of Rule 13d-3 promulgated under the Exchange Act, of 50% or more of the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of members of the Board;

(ii) a reorganization, recapitalization, restructuring, merger or consolidation (a "Corporate Transaction") involving the Company, unless securities representing 50% or more of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the Company or the entity resulting from such Corporate Transaction (or the parent of such entity) are beneficially owned subsequent to such transaction by the Person or Persons who were the beneficial holders of the outstanding voting securities entitled to vote generally in the election of directors of the company immediately prior to such Corporate Transaction and in substantially the same proportion as before such Corporate Transaction ("<u>WWI Persons</u>"); provided, however, to the extent that any such Person or Persons also beneficially own outstanding voting securities in the other party to the Corporate Transaction (the "Counter Party Securities") immediately prior to consummation of such Corporate Transaction, the Counter Party Securities shall be excluded from the calculation described herein as owned by WWI Persons; or

(iii) the sale, transfer or other disposition of all or substantially all of the assets of the Company and its subsidiaries, taken as a whole, to any Person or the liquidation or dissolution of the Company.

Notwithstanding the preceding or any provision of Rule 13d-3 of the Exchange Act, a Person or Group shall not be deemed to beneficially own securities of the Company that are subject to a stock or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the acquisition of such securities in connection with the transactions contemplated by such agreement.

For the avoidance of doubt, a recapitalization whereby the Company's debt is restructured and the Company's creditors do receive equity in the Company in exchange for the Company's debt shall be considered a Change in Control to the extent that the creditors hold, immediately after the consummation of such restructuring, 50% or more of the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of members of the Board.

(f) "<u>Code</u>" means the Internal Revenue Code of 1986, as amended, and the rules, regulations or other interpretative guidance promulgated thereunder, as well as any successor laws in replacement thereof.

(g) "<u>Covered Termination</u>" means (i) prior to a Change in Control, a Participant's termination of employment with the Company Group by the applicable member of the Company Group without Cause (*provided*, *however*, that no such termination shall be considered a Covered Termination if such Participant's employment is terminated upon the expiration of a leave of absence by reason of Participant's failure to return to work at such time unless, at such time, there is not an available position for which such Participant is qualified) (a "<u>Pre-CIC Covered Termination</u>") and, (ii)upon or following a Change in Control, a Participant's termination of employment with the Company Group by the applicable member of the Company Group without Cause or resignation of employment by a Participant for Good Reason (a "Post-CIC Covered Termination").

(h) "Good Reason" means the occurrence of any of the following without the applicable Participant's consent: (i) any material diminution in a Participant's duties and responsibilities with the Company Group from those in effect immediately prior to a Change in Control; (ii) a material reduction in a Participant's total target direct annual cash compensation from that in effect for such Participant immediately prior to a Change in Control; or (iii) a relocation of a Participant's principal work place to a location that is more than 35 miles from the location at which such Participant was based immediately prior to a Change in Control; *provided*, that a Participant provide the Company with a notice of termination within 60 days after the occurrence of an event giving rise to Good Reason, the Company has 30 days thereafter to cure or resolve the behavior otherwise constituting Good Reason, and, if not cure resolves the behavior, such Participant resigns within 120 days after the date of delivery of the notice referred to in this definition.

(i) "Other Severance Arrangement" means any plan, policy, statutory or common law right, guideline, arrangement, agreement, letter or other communication, whether formal or informal, written or oral sponsored by any member of the Company Group or any Affiliates, entered into by any representative of any member of the Company Group or any Affiliates, or required to be paid by any member of the Company Group or any Affiliates pursuant to applicable law that would otherwise provide severance benefits upon a Covered Termination.

(j) "Pro-Rata Bonus" means, with respect to a Participant, an amount equal to (i) the annual cash bonus otherwise payable to such Participant under the applicable annual bonus program for the fiscal year in which such Participant's Covered Termination occurs, assuming such Participant had remained employed through the applicable payment date, multiplied by (ii) a fraction, the numerator of which is the number of days elapsed from the commencement of such fiscal year through the date of such Covered Termination and the denominator of which is 365 (or 366, as applicable). For the avoidance of doubt, any cash bonus communicated to a Participant with respect to 2025 (other than any retention award or similar cash award), whether or not pursuant to or in lieu of an annual bonus plan or program, shall be an annual cash bonus for the purposes of this definition.

(k) "Release Agreement" means a release of claims in the form customarily provided by the Company Group to terminated employees, pursuant to which a Participant may be required to (i) acknowledge the receipt of Severance and other payments and other benefits, and (ii) release the Company Group and its Affiliates and other Persons designated by the Company Group from any liability arising from such Participant's employment or termination thereof (other than with respect to Participant's rights under this Plan).

(l) "Restrictive Covenant Agreement" means the Restrictive Covenant Agreement attached hereto as Exhibit A.

(m) "Welfare Continuation" means continued health insurance coverage at substantially the same level as provided to a Participant immediately prior to a Covered Termination at the same cost to Participant as is generally provided to similarly-situated active employees of the Company

Group, which, to the extent required to comply with Section 105 of the Code, shall be provided as a taxable benefit; *provided*, *however*, that the Company may, in its sole discretion, require such Participant to elect to participate in the Consolidated Omnibus Budget Reconciliation Act for such Welfare Continuation coverage.

7. Miscellaneous.

(a) No Right to Continued Employment. Nothing contained in this Plan shall confer upon any Participant any right to continue in the employ of any member of the Company Group nor interfere in any way with the right of the Company to terminate a Participant's employment, with or without Cause.

(b) Plan Not Funded. Amounts payable under this Plan shall be payable from the general assets of the Company, and no special or separate reserve, fund or deposit shall be made to assure payment of such amounts. No Participant, beneficiary or other Person shall have any right, title or interest in any fund or in any specific asset of the Company by reason of participation hereunder. Neither the provisions of this Plan, nor the creation or adoption of this Plan, nor any action taken pursuant to the provisions of this Plan shall create, or be construed to create, a trust of any kind or a fiduciary relationship between the Company and any Participant, beneficiary or other Person. To the extent that a Participant, beneficiary or other Person acquires a right to receive payment under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Company. Notwithstanding the foregoing, the Company shall have the right to implement or set aside funds in a grantor trust, subject to the claims of the Company's creditors or otherwise, to discharge its obligations under this Plan.

(c) Non-Transferability of Benefits and Interests. All amounts payable under this Plan are non-transferable, and no amount payable under this Plan shall be subject in any manner to sale, transfer, anticipation, alienation, assignment, pledge, encumbrance or charge. This Section 7(c) shall not apply to an assignment of a contingency or payment due (i) after the death of a Participant to the deceased Participant's legal representative or beneficiary, or (ii) after the disability of a Participant to the disabled Participant's personal representative.

(d) Discretion of Company and CEO. Any decision made or action taken by, or inaction of, the Company or the CEO arising out of or in connection with the creation, amendment, construction, interpretation and effect of this Plan that is within its authority hereunder or applicable law shall be within the absolute discretion of such entity and shall be conclusive and binding upon all Persons.

(e) Indemnification. Neither the Company, any employee of the Company, including the CEO, nor any Person acting at the direction thereof (each such Person an "Affected Person"), shall have any liability to any Person (including without limitation, any Participant), for any act, omission, interpretation, construction or determination made in connection with this Plan (or any payment made under this Plan). Each Affected Person shall be indemnified and held harmless by the Company against and from any loss, cost, liability or expense (including attorneys' fees) that may be imposed upon or incurred by such Affected Person in connection with or resulting from any action, suit or proceeding to which such Affected Person may be a party or in which such Affected Person may be involved by reason of any action taken or omitted to be taken under this Plan and against and from any and all amounts paid by such Affected Person, with the Company's approval, in settlement thereof, or paid by such Affected Person in satisfaction of any judgment in any such action, suit or proceeding against such Affected Person; *provided*, that the Company shall have the right, at its own expense, to assume and defend any such action, suit or proceeding and, once the Company gives notice of its intent to assume the defense, the Company shall have sole control over such defense with counsel of the Company's choice. The foregoing right of indemnification shall not be available to an Affected Person to the extent that a court of competent jurisdiction in a final judgment or other final adjudication, in either case, not subject to further appeal, determines that the acts or omissions of such Affected Person giving rise to the indemnification claim resulted from such Affected Person's bad faith, fraud or willful wrongful act or omission. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which Affected Persons may be entitled under the Company's organizational documents, as a matter of law, or otherwise, or any other power that the Company may have to indemnify such Person or hold them harmless.

(f) Section 409A. Notwithstanding any provision of this Plan to the contrary, if any benefit provided under this Plan is subject to the provisions of Section 409A of the Code, the provisions of this Plan will be interpreted and construed in a manner necessary to comply with Section 409A of the Code or an exception thereto. Each payment in a series of payments hereunder shall be deemed to be a separate payment for purposes of Section 409A of the Code. Notwithstanding anything herein to the contrary, the payment (or commencement of a series of payments) hereunder of any nonqualified deferred compensation (within the meaning of Section 409A of the Code) upon a termination of employment shall be delayed until such time as a Participant has also undergone a "separation from service" as defined in Treas. Reg. 1.409A-1(h), at which time such nonqualified deferred compensation shall be paid (or commence to be paid). To the extent that any of the payments hereunder constitute "nonqualified deferred compensation" for purposes of Section 409A of the Code, any payment of any amount or provision of any benefit otherwise scheduled to occur prior to the 60th day following the date of such Covered Termination, but for the condition of executing the Release Agreement as set forth herein, shall not be made until the first regularly scheduled payroll date following such 60th day, after which any remaining payments shall thereafter be provided to Participant according to the applicable schedule set forth herein. Notwithstanding any provision of this Plan to the contrary, in no event shall the Company (or its employees, officers or directors) have any liability to any Participant (or any other Person) due to the failure of this Plan to satisfy the requirements of Section 409A of the Code or any other applicable law.

(g) Governing Law. All questions pertaining to the construction, regulation, validity and effect of the provisions of this Plan shall be determined in accordance with the laws of New York.

(h) Notice. Any notice or other communication required or which may be given pursuant to this Plan shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or two days after it has been mailed by United States express or registered mail, return receipt requested, postage prepaid, addressed to the Company at the address set forth below, or to Participant at his or her most recent address on file with the Company.

(i) Captions. Captions and headings are given to the sections and subsections of this Plan solely as a convenience to facilitate reference. Such captions and headings shall not be deemed in any way material or relevant to the construction or interpretation of this Plan or any provision thereof.

(j) Successors. This Plan shall inure to the benefit of and be binding upon the Company and its successors.

* * *

Exhibit A

Restrictive Covenant Agreement (See attached)

WW International, Inc.
Restrictive Covenant Agreement

WHEREAS, Jonathan Volkmann ("Employee") desires to enter into this Restrictive Covenant Agreement (this "Agreement") in connection with the Retention Award Agreement by and between Employee and WW International, Inc. (the "Company"), to which this Agreement is attached, and pursuant to which Employee is receiving certain payments and benefits of value from the Company.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in the Retention Award Agreement, the adequacy and sufficiency of which are hereby acknowledged, Employee hereby agrees as follows:

1. Confidentiality; Return of Property.

(a) Employee will not disclose or use at any time, any Confidential Information (as defined below) of which Employee is or becomes aware, whether or not such information is developed by Employee, except (i) to the extent that such disclosure or use is directly related to and required by Employee's performance of duties, if any, assigned to Employee by the Company or its subsidiaries the "Company Group"), or (ii) pursuant to the order of any court or administrative agency.

(b) As used in this Agreement, the term "Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company Group in connection with its business, including but not limited to (i) products or services, (ii) fees, costs and pricing structures, (iii) designs, (iv) computer software, including operating systems, applications and programs listings, (v) flow charts, manuals and documentation, (vi) data bases, (vii) accounting and business methods, (viii) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (ix) customers and clients and customer or client lists, (x) other copyrightable works, (xi) all technology and trade secrets, and (xii) all similar and related information in whatever form. Confidential Information will not include any information that has been published in a form generally available to the public by a person or entity other than the Employee prior to the date Employee proposes to disclose or use such information.

(c) In the event of Employee's termination of employment with the Company Group for any reason, Employee shall deliver to the Company (and will not keep in Employee's possession, recreate or deliver to anyone else) any and all Confidential Information and all other documents, materials, information, and property developed by Employee pursuant to Employee's employment or otherwise belonging to the Company Group.

2. Whistleblower Rights.

(a) Nothing in this Agreement shall prohibit or impede Employee from communicating, cooperating or filing a complaint with any U.S. federal, state or local governmental or law enforcement branch, agency or entity (collectively, a "Governmental Entity") with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise making disclosures to any Governmental Entity, in each case, that are protected under the whistleblower provisions of any such law or regulation, provided that in each case such communications and disclosures are consistent with applicable law. Employee does not need the prior authorization of (or to give notice to) the Company regarding any such communication or disclosure. Nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful.

(b) Employee hereby confirms that Employee understands and acknowledges that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Employee understands and acknowledges further that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Notwithstanding the foregoing, under no circumstance will Employee be authorized to disclose any information covered by the Company's attorney-client privilege or the Company's attorney work product (x) without the prior written consent of the Company's General Counsel or other officer designated by the Company, or (y) unless such disclosure of that information would otherwise be permitted pursuant to 17 CFR 205.3(d)(2), applicable state attorney conduct rules, or otherwise under applicable law or court order.

3. Assignment of Work Product.

(a) Employee shall disclose promptly in writing and assign immediately, and hereby assigns to the Company, all of Employee's right, title and interest in and to, any original works of authorship, formulas, processes, programs, benchmarking, solutions, tools, content, databases, techniques, know-how, data, developments, innovations, inventions, improvements, trademarks, patents, copyrights or discoveries, whether or not copyrightable, patentable or otherwise legally protectible, and whether or not they exist in electronic form, print form or other tangible or intangible form of medium (hereinafter referred to collectively as "Work Product"), which Employee makes or conceives, or first reduces to practice or learns, either solely or jointly with others, during Employee's employment with the Company Group, through Employee's work with the Company Group, or with any other person or entity pursuant to an assignment by the Company Group. Employee acknowledges the special interest the Company Group holds in its processes, techniques and technologies and agrees that such processes, techniques and technologies shall not be directly or indirectly used or distributed by Employee for the interest of any person or entity besides the Company Group.

(b) All disclosures and assignments made pursuant to this Agreement are made without royalty or any additional consideration to Employee other than the regular compensation paid to Employee by the applicable member of the Company Group.

(c) Employee shall execute, acknowledge and deliver to the Company Group all necessary documents, and shall take such other action as may be necessary to assist the Company Group in obtaining by statute, copyrights, patents, trademarks or other statutory or common law protections for the Work Product covered by this Agreement, vesting title and right in such copyrights, patents, trademarks and other protections in the Company and its designees. Employee hereby agrees that the Work Product constitutes a "work made for hire" in accordance with the definition of that term under the U.S. copyright laws. Employee shall further assist the Company or its subsidiaries in every proper and reasonable way to enforce such copyrights, patents, trademarks and other protections as the Company may desire. Employee's obligation to deliver documents and assist the Company or its subsidiaries under this Agreement applies both during and subsequent to the term of Employee's employment.

(d) Any Work Product which Employee may disclose to anyone within six months after the termination of Employee's employment, or for which the Company or its subsidiaries may file an application for copyright, patent, trademark or other statutory or common law protection within 12 months after the termination of said employment, shall be presumed to have been made, conceived, first reduced to practice or learned during the term of Employee's employment and fully subject to the terms and conditions set forth herein; provided that if Employee in fact, conceived any such Work Product subsequent to the termination of the employment and such Work Product is not based upon or derived from Confidential Information of the Company or its subsidiaries or does not relate to the scope of work performed by Employee pursuant to Employee's employment duties with the Company or its subsidiaries, then such Work Product shall belong to Employee and shall be Employee's sole property. Employee assumes the responsibility of establishing by competent legal evidence that such Work Product is not based on such Confidential Information and that Employee conceived any such Work Product after the termination of Employee's employment.

(e) Employee represents that the Work Product does not infringe any copyright, patent or other proprietary right of any person or entity.

(f) Attached to and made as part of this Agreement as Schedule I is a complete list of all Work Product, whether or not copyrighted, which has been made or conceived or first reduced to practice by Employee alone or jointly prior to the date of Employee's employment with the Company Group. Such Work Product shall be excluded from the operation of this Agreement. If there is no such list on Schedule I, Employee represents that no such Work Product exists at the time of execution of this Agreement.

4. Covenant Not to Compete; Nonsolicitation.

(a) Employee hereby agrees that for so long as Employee is employed by the Company Group and for a period of six months thereafter (the "Noncompete Period"), Employee shall not, without the Company's written consent, directly or indirectly, engage in, be employed by, act as a consultant for or have a financial interest (other than an ownership position of less than 1% in any company whose shares are publicly traded or any non-voting, non-convertible debt securities in any company) in any business engaged in the Company Business, or work for or provide services to any Competitor of the Company Group, within the United States or within any foreign country in which the Company Group (i) has an office, (ii) is or has engaged in Company Business or (iii) proposes to engage in Company Business, as of the date of the termination of Employee's employment with the Company Group.

(b) For the purposes of this Section 4, the term "Company Business" shall mean any business related to either: (i) weight loss or weight management programs, services and other similar activities, including, but not limited to, the business of creating, developing, marketing, maintaining or managing an electronic, digital, internet, web-based or other similar digital or electronic media business related to weight loss or weight management programs, services and/or other similar activities (either free or on a subscription basis); or (ii) behavioral change management toward healthy eating.

(c) For purposes of this Section 4, the term "Competitor" means any natural person, corporation, limited liability company, firm, organization, trust, partnership, association, joint venture, government agency or other entity (including, but not limited to, the websites and other electronic or digital media of such entities) that engages, or proposes to engage, in Company Business, including, but not limited to, (i) entities that are directly engaged in Company Business; and (ii) entities that have a primary focus in broader topic areas (including, but not limited to, health, wellness, exercise and fitness), but that nevertheless engage in Company Business *(provided, however*, only the part of such entities that are engaged in or oversee Company Business shall be deemed a "Competitor" for purposes of this Section 4).]

(d) Employee hereby agrees that for so long as Employee is employed by the Company Group and for a period of one year thereafter (the "Nonsolicitation Period"), Employee shall not, directly or indirectly, solicit or offer employment to any person who has been employed by the Company Group at any time during the 12 months immediately preceding such solicitation.

(e) If Employee is primarily a resident of, or primarily provides services in, the State of California on (i) the date hereof or (ii) the date of termination of Employee's employment, (x) Sections 4(a), 4(b) and 4(c) shall not apply after the date of termination, and (y) during the portion of the Nonsolicitation Period which follows the date of termination, Section 4(d) shall be amended to delete the words "or offer employment to".

5. Nondisparagement.

Employee shall not make, issue or authorize any disparaging, critical or otherwise negative statements regarding any member of the Company Group or any of their affiliates, officers or directors, whether orally or in writing, to any individual, entity or party whatsoever, or post any such statements on any online forum or website. The limitations set forth in this paragraph shall not apply in respect of any statement that is required to be made by applicable law, is the type of communication described in Section 2, or is reasonably necessary in connection with the enforcement of rights under this Agreement or written agreement to which any member of the Company Group, on the one hand, and Employee, on the other hand, are parties.

6. Cooperation.

Both during and after Employee's employment with the Company Group, Employee shall reasonably cooperate (with due regard given to Employee's other commitments), (i) with the Company Group in the defense of any legal matter not adverse to Employee and involving any matter that arose during Employee's employment with the Company or any other member of the Company Group; and (ii) with all government authorities on matters pertaining to any investigation, litigation or administrative proceeding pertaining to the Company or any other member of the Company Group, in each case, relating to Employee's employment period and not adverse to Employee. The Company Group will reimburse Employee for any reasonable travel and out-of-pocket costs and expenses incurred by Employee in providing such cooperation, subject to Company Group policies regarding expense reimbursements.

7. Miscellaneous.

(a) Notwithstanding any other provisions of this Agreement, if at any time a court holds that the restrictions stated in Section 4 are unreasonable or otherwise unenforceable under circumstances then existing, Employee and the Company agree that the maximum period, scope or geographic area determined to be reasonable under such circumstances by such court will be substituted for the stated period, scope or area.

(b) Employee acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the covenants herein would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Employee agrees that, in the case of a breach or threatened breach of any of the covenants herein, the Company may seek equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

(c) This Agreement may not be modified, altered, changed or terminated except upon the express prior written consent of the Company and Employee or their authorized agents. A subsequent non-competition, confidentiality or non-disclosure agreement entered into by Employee for the benefit of any member of the Company Group will not modify, alter, change or terminate this Agreement unless it expressly refers to this Agreement.

(d) Employee is hereby advised to consult with an attorney before entering into this Agreement. Employee acknowledges and agrees that (i) no promise or inducement for this Agreement has been made except as set forth herein, (ii) this Agreement is executed by Employee without reliance upon any statement or representation by the Company except as set forth herein, and (iii) Employee is legally competent to execute this Agreement and to accept full responsibility therefor. If Employee is primarily a resident of, or primarily provides services in, Illinois on (x) the date hereof or (y) the date of termination of Employee's employment, Employee agrees that before being required to sign this Agreement, the Company provided Employee with 14 calendar days to review it.

(e) Except as otherwise provided in this Agreement, the Company and Employee agree that any dispute arising under or relating in any way to this Agreement will be submitted to arbitration in New York, New York, in front of a single arbitrator, in accordance with the rules of the American Arbitration Association ("AAA"), as the exclusive remedy for such dispute. Each party shall submit three names of proposed arbitrators to the other side, including at least two names from a list of approved AAA arbitrators. If the parties cannot mutually agree on an arbitrator from such lists, each party shall strike two names from the other party's list and the arbitrator shall then be chosen at random by the AAA from the two remaining names. The Company and Employee agree that such arbitration will be confidential and no details, descriptions, settlements or other facts concerning such arbitration shall be disclosed or released to any third party without the specific written consent of the other party, unless required by law or in connection with enforcement of any decision in such arbitration. Each party shall be responsible for its own attorneys' fees and costs associated with such arbitration, except that the cost of the arbitration (such as the Arbitrator's fee) shall be shared equally between the Company and Employee. Furthermore, each party shall bear its own costs and attorneys' fees, if any, incurred in connection with this Agreement.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of New York; *provided*, that if Employee is primarily a resident of, or primarily provides services in, the State of California on (i) the date hereof or (ii) the date of termination of Employee's employment, this Agreement shall be governed by and construed in accordance with the laws of the State of California.

(g) Nothing contained in this Agreement (i) obligates the Company or any subsidiary of the Company to employ Employee in any capacity whatsoever or (ii) prohibits or restricts the Company (or any such subsidiary) from terminating the employment, if any, of Employee at any time or for any reason whatsoever, with or without cause, and Employee hereby acknowledges and agrees that neither the Company nor any other person has made any representations or promises whatsoever to Employee concerning Employee's employment or continued employment by the Company or any of its subsidiaries.

(h) This Agreement may be signed in counterparts, and each counterpart shall be considered an original agreement for all purposes.

[*Signature Page Follows*]

IN WITNESS WHEREOF, Employee has executed this Agreement as of the date first above written.

EMPLOYEE

/s/ Jon Volkmann
Name: Jonathan Volkmann

Date: 09 March 2025

ACKNOWLEDGED BY:

WW INTERNATIONAL, INC.

By: /s/ Jacqueline Cooke
Name: Jacqueline Cooke
Title: Chief Legal & Regulatory Officer
09 March 2025

[*Signature Page to Restrictive Covenant Agreement]*

Schedule I Work Product

WeightWatchers.

WW International, Inc.
18 W 18th Street, 7th Floor
New York, NY 10011

EXHIBIT 10.5

November 4, 2025

Jonathan Volkmann
[ ]
[ ]

Re: Confirmation of Base Salary Increase (Effective 11/1/2025)

Dear Jon,

I am very pleased to inform you of an adjustment to your compensation in recognition of your valuable contributions to WW International, Inc., as Chief Operations Officer.

Effective November 1, 2025, your new base salary will be $495,000 USD per year, less applicable deductions and withholdings. All other terms and conditions of your employment will remain the same.

We look forward to your continued success with the Company and thank you for your leadership and contributions. If you have any questions regarding this change, please feel free to contact me or Head of People, Maddy Torres at [ ].

Sincerely,

/s/ Jacquie Cooke
Jacqueline Cooke
Chief Legal & Administrative Officer
WW International, Inc.

EXHIBIT 31.1

CERTIFICATION

I, Felicia DellaFortuna, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of WW International, Inc.;
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 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; and
5. The registrant's other certifying officer 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: August 5, 2026

Signature: /s/ Felicia DellaFortuna
Felicia DellaFortuna
Chief Financial Officer and Member, Interim Office of the Chief Executive
(Principal Executive Officer and Principal Financial Officer)

EXHIBIT 31.2

CERTIFICATION

I, Jonathan Volkmann, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of WW International, Inc.;

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 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; and

5. The registrant's other certifying officer 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: August 5, 2026

Signature: /s/ Jonathan Volkmann
Jonathan Volkmann
Chief Operations Officer and Member, Interim Office of the Chief Executive
(Principal Executive Officer)

EXHIBIT 32.1

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

In connection with the Quarterly Report on Form 10-Q of WW International, Inc. (the “Company”) for the quarterly period ended June 30, 2026, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), we, the undersigned officers of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 5, 2026

Signature: /s/ Felicia DellaFortuna
Felicia DellaFortuna
Chief Financial Officer and Member, Interim Office of the Chief Executive
(Principal Executive Officer and Principal Financial Officer)

Signature: /s/ Jonathan Volkmann
Jonathan Volkmann
Chief Operations Officer and Member, Interim Office of the Chief Executive
(Principal Executive Officer)