

**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 March 31, 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
(State or other jurisdiction of
incorporation or organization)

11-6040273
(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	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 April 20, 2026 was 9,998,760.

WW INTERNATIONAL, INC.
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PART I—FINANCIAL INFORMATION**ITEM 1. FINANCIAL STATEMENTS**

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

	Successor	
	March 31, 2026	December 31, 2025
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 120,870	\$ 160,279
Restricted cash	5,797	6,298
Receivables (net of allowances: March 31, 2026 - \$1,935 and December 31, 2025 - \$1,651)	16,856	16,378
Prepaid income taxes	3,325	8,097
Prepaid marketing and advertising	5,150	9,275
Prepaid expenses and other current assets	16,347	13,277
TOTAL CURRENT ASSETS	168,345	213,604
Property and equipment, net	7,485	8,115
Operating lease assets	2,549	2,933
Goodwill	200,000	200,135
Other intangible assets, net	471,528	490,664
Deferred income taxes	16,254	16,482
Other noncurrent assets	14,910	14,825
TOTAL ASSETS	\$ 881,071	\$ 946,758
LIABILITIES AND EQUITY		
CURRENT LIABILITIES		
Portion of long-term debt due within one year, net	\$ 26,808	\$ —
Portion of operating lease liabilities due within one year	1,183	1,260
Accounts payable	17,077	9,212
Salaries and wages payable	20,364	34,375
Accrued marketing and advertising	15,875	22,985
Accrued interest	1,086	1,084
Other accrued liabilities	21,641	23,049
Income taxes payable	10,311	6,006
Deferred revenue	26,749	28,565
TOTAL CURRENT LIABILITIES	141,094	126,536
Long-term debt, net	438,632	465,466
Long-term operating lease liabilities	1,571	1,893
Deferred income taxes	33,705	34,021
Other noncurrent liabilities	498	771
TOTAL LIABILITIES	615,500	628,687
EQUITY		
Successor common stock, \$0 par value; 1,000,000 shares authorized; 9,996 shares issued at March 31, 2026 and 9,992 shares issued at December 31, 2025	379,306	378,777
Accumulated deficit	(114,095)	(62,095)
Accumulated other comprehensive income	360	1,389
TOTAL EQUITY	265,571	318,071
TOTAL LIABILITIES AND TOTAL EQUITY	\$ 881,071	\$ 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	Three Months Ended
	March 31, 2026	March 29, 2025
Subscription revenue, net	\$ 167,357	\$ 185,180
Other revenue, net	904	1,391
Revenue, net	168,261	186,571
Cost of subscription revenue	49,445	53,587
Cost of other revenue	144	108
Cost of revenue	49,589	53,695
Gross profit	118,672	132,876
Marketing expenses	92,934	78,778
Product development expenses	8,093	11,121
Selling, general and administrative expenses	48,084	35,629
Franchise rights acquired impairments	—	27,549
Operating loss	(30,439)	(20,201)
Interest expense	11,475	27,603
Other (income) expense, net	(737)	2,206
Loss before income taxes	(41,177)	(50,010)
Provision for income taxes	10,823	22,575
Net loss	\$ (52,000)	\$ (72,585)
Net loss per share		
Basic	\$ (5.20)	\$ (0.91)
Diluted	\$ (5.20)	\$ (0.91)
Weighted average common shares outstanding		
Basic	9,996	80,129
Diluted	9,996	80,129

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 Three Months Ended March 31, 2026	Predecessor Three Months Ended March 29, 2025
Net loss	\$ (52,000)	\$ (72,585)
Other comprehensive (loss) income:		
Foreign currency translation (loss) gain	(1,029)	3,262
Income tax expense on foreign currency translation (loss) gain	—	—
Foreign currency translation (loss) gain, net of taxes	(1,029)	3,262
Total other comprehensive (loss) income	(1,029)	3,262
Comprehensive loss	\$ (53,029)	\$ (69,323)

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)

Three Months Ended March 29, 2025 (Predecessor)

	Successor Common Stock		Predecessor Common Stock		Predecessor Treasury Stock		Accumulated Other Comprehensive Loss	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 (loss) income	—	—	—	—	—	—	3,262	(72,585)	(69,323)
Issuance of treasury stock under stock plans	—	—	—	—	(209)	9,572	—	(9,660)	(88)
Compensation expense on share-based awards	—	—	—	—	—	—	—	860	860
Balance at March 29, 2025 (Predecessor)	<u>—</u>	<u>\$ —</u>	<u>130,048</u>	<u>\$ —</u>	<u>49,788</u>	<u>\$ (3,015,138)</u>	<u>\$ (22,570)</u>	<u>\$ 1,854,785</u>	<u>\$ (1,182,923)</u>

Three Months Ended March 31, 2026 (Successor)

	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	—	—	—	—	—	—	(1,029)	(52,000)	(53,029)
Compensation expense on share-based awards	4	529	—	—	—	—	—	—	529
Balance at March 31, 2026 (Successor)	<u>9,996</u>	<u>\$ 379,306</u>	<u>—</u>	<u>\$ —</u>	<u>—</u>	<u>\$ —</u>	<u>\$ 360</u>	<u>\$ (114,095)</u>	<u>\$ 265,571</u>

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)

	<u>Successor</u> <u>Three Months Ended</u> <u>March 31, 2026</u>	<u>Predecessor</u> <u>Three Months Ended</u> <u>March 29, 2025</u>
Operating activities:		
Net loss	\$ (52,000)	\$ (72,585)
Adjustments to reconcile net loss to cash (used for) provided by operating activities:		
Depreciation and amortization	25,886	6,914
Amortization of deferred financing costs and debt (premium) discount, net	(26)	1,254
Impairment of franchise rights acquired	—	27,549
Impairment of intangible and long-lived assets	3	94
Share-based compensation expense	391	860
Deferred tax benefit	(312)	(2,529)
Allowance for doubtful accounts	100	84
Foreign currency exchange rate (gain) loss	(738)	2,238
Changes in cash due to:		
Receivables	(688)	761
Prepaid expenses	5,835	5,946
Accounts payable	7,556	19,435
Accrued liabilities	(21,854)	8,785
Deferred revenue	(1,722)	(154)
Other long-term assets and liabilities, net	(302)	(107)
Income taxes	4,324	16,453
Cash (used for) provided by operating activities	<u>(33,547)</u>	<u>14,998</u>
Investing activities:		
Capital expenditures	—	(5)
Capitalized software and website development expenditures	(5,797)	(3,170)
Cash used for investing activities	<u>(5,797)</u>	<u>(3,175)</u>
Financing activities:		
Borrowings on revolving credit facility	—	171,341
Taxes paid related to net share settlement of equity awards	—	(93)
Cash provided by financing activities	<u>—</u>	<u>171,248</u>
Effect of exchange rate changes on cash and cash equivalents and restricted cash	(566)	1,529
Net (decrease) increase in cash and cash equivalents and restricted cash	(39,910)	184,600
Cash and cash equivalents and restricted cash, beginning of period	166,577	56,520
Cash and cash equivalents and restricted cash, end of period	<u>\$ 126,667</u>	<u>\$ 241,120</u>

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

WW INTERNATIONAL, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

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 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.

Beginning in the Successor (as defined below) period, the Company began reporting product development expenses separately within the unaudited consolidated statements of operations. Product development expenses include personnel-related costs, such as salaries, benefits, and share-based compensation, as well as engineering, design, data, and other costs related to product development, such as software licenses. Product development expenses were also recast in the Predecessor (as defined below) period. Prior period amounts have been reclassified to conform with the current period presentation.

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.

WW INTERNATIONAL, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

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.

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 and decreased cash flows from operations. 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 \$120,870 as of March 31, 2026 (of which \$50,658 is maintained at foreign subsidiaries). 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	
	March 31, 2026	December 31, 2025
Assets:		
Operating leases	\$ 2,549	\$ 2,933
Total lease assets	\$ 2,549	\$ 2,933
Liabilities:		
Current		
Operating leases	\$ 1,183	\$ 1,260
Noncurrent		
Operating leases	1,571	1,893
Total lease liabilities	\$ 2,754	\$ 3,153

WW INTERNATIONAL, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

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

	<u>Successor</u> <u>Three Months Ended</u> <u>March 31, 2026</u>	<u>Predecessor</u> <u>Three Months Ended</u> <u>March 29, 2025</u>
Operating lease cost:		
Fixed lease cost	\$ 444	\$ 3,459
Variable lease cost	—	2
Total operating lease cost	<u>\$ 444</u>	<u>\$ 3,461</u>

The Company recorded sublease income for the three months ended March 31, 2026 (Successor) and the three months ended March 29, 2025 (Predecessor) of \$172 and \$1,119, 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:

	<u>Successor</u>	
	<u>March 31,</u> <u>2026</u>	<u>December 31,</u> <u>2025</u>
Weighted Average Remaining Lease Term (years)		
Operating leases	2.55	2.69
Weighted Average Discount Rate		
Operating leases	9.44	9.42

The Company's leases have remaining lease terms of 0 to 4 years with a weighted average lease term of 2.55 years at March 31, 2026 (Successor).

At March 31, 2026 (Successor), the maturity of the Company's lease liabilities in each of the next five fiscal years and thereafter were as follows:

	<u>Operating</u> <u>Leases</u>
Remainder of fiscal 2026	\$ 1,045
Fiscal 2027	990
Fiscal 2028	675
Fiscal 2029	423
Fiscal 2030	—
Fiscal 2031	—
Thereafter	—
Total lease payments	\$ 3,133
Less imputed interest	379
Present value of lease liabilities	<u>\$ 2,754</u>

Supplemental cash flow information related to leases were as follows:

	<u>Successor</u> <u>Three Months Ended</u> <u>March 31, 2026</u>	<u>Predecessor</u> <u>Three Months Ended</u> <u>March 29, 2025</u>
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	\$ 486	\$ 3,698
Operating cash flows from finance leases	\$ —	\$ —
Financing cash flows from finance leases	\$ —	\$ —
Lease assets obtained in exchange for new operating lease liabilities	\$ —	\$ 171
Lease assets obtained in exchange for new finance lease liabilities	\$ —	\$ —

WW INTERNATIONAL, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

3. Revenue

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

	Successor	Predecessor
	Three Months Ended	Three Months Ended
	March 31, 2026	March 29, 2025
Behavioral Subscription Revenue	\$ 128,524	\$ 155,723
Clinical Subscription Revenue	38,833	29,457
Subscription Revenue, net	\$ 167,357	\$ 185,180
Other Revenue, net	904	1,391
Revenue, net	<u>\$ 168,261</u>	<u>\$ 186,571</u>

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	Deferred Revenue
	Current	Long-Term
Balance as of December 28, 2024 (Predecessor)	\$ 31,655	\$ 93
Net increase during the period	273	16
Balance as of March 29, 2025 (Predecessor)	\$ 31,928	\$ 109

	Deferred Revenue	Deferred Revenue
	Current	Long-Term
Balance as of December 31, 2025 (Successor)	\$ 28,565	\$ 55
Net decrease during the period	(1,816)	(25)
Balance as of March 31, 2026 (Successor)	\$ 26,749	\$ 30

Revenue recognized from amounts included in current deferred revenue as of December 28, 2024 (Predecessor) was \$22,675 for the three months ended March 29, 2025 (Predecessor). Revenue recognized from amounts included in current deferred revenue as of December 31, 2025 (Successor) was \$20,455 for the three months ended March 31, 2026 (Successor). The Company's long-term deferred revenue, which is included in other noncurrent liabilities on its unaudited consolidated balance sheets, represents revenue that will not be recognized during the next 12 months and is generally related to upfront payments received as an inducement for entering into certain sales-based royalty agreements with third-party licensees. This revenue is amortized on a straight-line basis over the term of the applicable agreement.

WW INTERNATIONAL, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

4. Goodwill and Other Intangible Assets

Goodwill

In the Predecessor period, goodwill primarily related to the acquisition of the Company by The Kraft Heinz Company (successor to H.J. Heinz Company) in 1978, and the Company's acquisitions of WW.com, LLC (formerly known as WW.com, Inc. and WeightWatchers.com, Inc.) in 2005, Weekend Health Inc., doing business as Sequence, in 2023, and the Company's franchised territories. In the Successor period, goodwill primarily relates to the application of fresh start accounting. 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
<hr/>		
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		(135)
Balance as of March 31, 2026 (Successor)	\$	200,000

Goodwill Impairment

The Company reviews goodwill for potential impairment on at least an annual basis or more often if events so require. During the three months ended March 31, 2026 (Successor), the Company identified various qualitative and quantitative factors which collectively indicated a triggering event had occurred. These factors included changes in macroeconomic conditions and declines in the Company's stock price. As a result of these factors, the Company performed an interim quantitative goodwill impairment assessment for its Behavioral and Clinical reporting units in the first quarter of fiscal 2026 (Successor).

The Company's Behavioral and Clinical reporting units totaled \$161,790, or 80.9%, and \$38,210, or 19.1%, respectively, of the Company's goodwill at the March 31, 2026 (Successor) balance sheet date. Based on the results of the interim goodwill impairment test performed for the Company's Behavioral and Clinical reporting units, the Company concluded that no goodwill impairment existed as of March 31, 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 5% as of March 31, 2026 (Successor).

During the three months ended March 29, 2025 (Predecessor), the Company identified various qualitative and quantitative factors which collectively indicated a triggering event had occurred. These factors included the continued decline in the Company's stock price and market capitalization, and actual business performance. As a result of these triggering events, the Company performed an interim impairment test for all of its goodwill reporting units in the first quarter of fiscal 2025 (Predecessor).

Based on the results of the interim goodwill impairment test as of March 29, 2025 (Predecessor) performed for the Company's Behavioral reporting unit, which held 62.7% of the Company's goodwill at the March 29, 2025 (Predecessor) balance sheet date, the estimated fair value of this reporting unit was at least 55% higher than its carrying value and, therefore, no impairment existed. Based on the results of the interim goodwill impairment test as of March 29, 2025 (Predecessor) performed for the Company's Clinical reporting unit, which held 37.3% of the Company's goodwill at the March 29, 2025 (Predecessor) balance sheet date, the estimated fair value of this reporting unit was at least 60% higher than its carrying value and, therefore, no impairment existed.

WW INTERNATIONAL, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

Other Intangible Assets

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

	Useful Life	Successor March 31, 2026		
		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	11,763	34,237
Developed technology	3-6 years	70,000	14,959	55,041
Customers/subscribers	1 year	58,000	44,493	13,507
Customer relationships	6 years	35,000	4,475	30,525
Capitalized software and website development costs	3 years	19,683	1,465	18,218
Total other intangible assets		<u>\$ 548,683</u>	<u>\$ 77,155</u>	<u>\$ 471,528</u>

	Useful Life	Successor December 31, 2025		
		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		<u>\$ 542,552</u>	<u>\$ 51,888</u>	<u>\$ 490,664</u>

Aggregate amortization expense for finite-lived intangible assets was recorded in the amounts of \$25,267 and \$5,950 for the three months ended March 31, 2026 (Successor) and the three months ended March 29, 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	\$ 49,090
Fiscal 2027	\$ 47,258
Fiscal 2028	\$ 30,587
Fiscal 2029	\$ 10,318
Fiscal 2030	\$ 9,667
Fiscal 2031	\$ 4,608
Thereafter	\$ —

Other 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, based on the triggering events indicated during the three months ended March 31, 2026 (Successor) and the three months ended March 29, 2025 (Predecessor), the Company performed interim impairment tests for all of its other intangible assets with indefinite-lived units of account in the first quarter of fiscal 2026 (Successor) and the first quarter of fiscal 2025 (Predecessor), respectively.

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Based on the results of the interim impairment test performed for the Company’s trade name indefinite-lived intangible asset, which comprised all of the Company’s other indefinite-lived intangible assets at the March 31, 2026 (Successor) balance sheet date, the Company concluded that no impairment existed as of March 31, 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 March 31, 2026 (Successor).

In performing the interim impairment test at March 29, 2025 (Predecessor), 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.

5. Long-Term Debt

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

	Successor							
	March 31, 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	\$ 465,000	\$ 1,103	\$ (1,543)	10.46%	\$ 465,000	\$ 1,168	\$ (1,634)	10.91%
Total	\$ 465,000	\$ 1,103	\$ (1,543)	10.46%	\$ 465,000	\$ 1,168	\$ (1,634)	10.91%
Less: Current portion	(26,808)				—			
Less: Unamortized deferred financing costs	(1,103)				(1,168)			
Plus: Unamortized debt premium	1,543				1,634			
Total long-term debt	<u>\$ 438,632</u>				<u>\$ 465,466</u>			

(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 \$12,169 for the three months ended March 31, 2026 (Successor). Total interest expense on long-term debt, inclusive of amortization of deferred financing costs and debt discounts, amounted to \$28,205 for the three months ended March 29, 2025 (Predecessor).

As of March 31, 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 10.46% and 10.91% per annum at March 31, 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 March 31, 2026 (Successor), the Company had \$465,000 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.

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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 March 31, 2026 (Successor) was 10.51%.

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”).

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, the Company classified \$26,808 in aggregate principal as a current liability on the Company’s unaudited consolidated balance sheet at March 31, 2026 (Successor) for the annual cash sweep prepayment amount, which is due to be paid on June 24, 2026.

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 net loss per share is calculated utilizing the weighted average number of common shares outstanding during the periods presented. Diluted 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.

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

	Successor Three Months Ended March 31, 2026	Predecessor Three Months Ended March 29, 2025
Numerator:		
Net loss	\$ (52,000)	\$ (72,585)
Denominator:		
Weighted average shares of common stock outstanding	9,996	80,129
Effect of dilutive common stock equivalents	—	—
Weighted average diluted common shares outstanding	9,996	80,129
Net loss per share		
Basic	\$ (5.20)	\$ (0.91)
Diluted	\$ (5.20)	\$ (0.91)

The number of anti-dilutive common stock equivalents excluded from the calculation of the weighted average number of common shares for diluted net loss per share was 201 and 8,076 for the three months ended March 31, 2026 (Successor) and the three months ended March 29, 2025 (Predecessor), respectively.

7. Income Taxes

The Company's effective tax rate was (26.3%) for the three months ended March 31, 2026 (Successor) compared to (45.1%) for the three months ended March 29, 2025 (Predecessor). The effective tax rate for interim periods is determined using an annualized effective tax rate ("AETR"), adjusted for discrete items. The forecasted full-year fiscal 2026 tax expense, which included an increase in valuation allowance against U.S. deferred tax assets, in relation to the Company's forecasted full-year pretax loss, drove the negative AETR. Applying this negative AETR to pretax loss for the three months ended March 31, 2026 (Successor) resulted in an income tax expense of \$10,823, which is mostly reflected in income taxes payable on the Company's consolidated balance sheet and consolidated statement of cash flows.

For the three months ended March 31, 2026 (Successor), the difference between the U.S. federal statutory tax rate and the Company's consolidated effective tax rate was primarily due to the valuation allowance noted above. In addition, the effective tax rate was impacted by a tax expense related to the Base Erosion and Anti-Abuse Tax. 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 on the first quarter of fiscal 2026 (Successor). For the three months ended March 29, 2025 (Predecessor), the difference between the U.S. federal statutory tax rate and the Company's consolidated effective tax rate was primarily due to an increase in valuation allowance against U.S. deferred tax assets. In addition, the effective tax rate was impacted by a tax expense related to the Base Erosion and Anti-Abuse Tax, partially offset by a tax benefit related to foreign-derived intangible income.

On July 4, 2025, the One Big Beautiful Bill Act was signed into law in the U.S., which contains a broad range of tax reform provisions affecting businesses. The legislation 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	
	March 31, 2026	December 31, 2025
Cash and cash equivalents	\$ 120,870	\$ 160,279
Restricted cash	5,797	6,298
Total cash and cash equivalents and restricted cash	\$ 126,667	\$ 166,577

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

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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, 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.
- 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 March 31, 2026 (Successor) and December 31, 2025 (Successor), the fair value of the Company's New Term Loan Facility was approximately \$347,183 and \$412,236, respectively, as compared to the carrying value (excluding the debt premium and deferred financing costs) of \$465,000.

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 months ended March 31, 2026 (Successor).

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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 on Foreign Currency Translation
Balance as of December 28, 2024 (Predecessor)	\$ (25,832)
Other comprehensive income, net of tax	3,262
Balance as of March 29, 2025 (Predecessor)	\$ (22,570)

(1) Amounts in parentheses indicate debits

	Gain on Foreign Currency Translation
Balance as of December 31, 2025 (Successor)	\$ 1,389
Other comprehensive loss, net of tax	(1,029)
Balance as of March 31, 2026 (Successor)	\$ 360

(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 March 31, 2026 (Successor) related to the aggregate 2025 Plan is \$8,947, consisting of employee termination benefit costs of \$8,737 and other cash restructuring charges of \$210. The Company fully executed the 2025 Plan during the first quarter of fiscal 2026 (Successor).

For the three months ended March 31, 2026 (Successor), the components of the Company's restructuring charges for the 2025 Plan were as follows:

	Successor Three Months Ended March 31, 2026
Restructuring charges:	
Employee termination benefit costs	\$ 342
Other cash restructuring charges	126
Total restructuring charges	\$ 468

For the three months ended March 31, 2026 (Successor), restructuring charges for the 2025 Plan were recorded in the Company's consolidated statements of operations as follows:

	Successor Three Months Ended March 31, 2026
Cost of revenue	\$ (65)
Selling, general and administrative expenses	533
Total restructuring charges	\$ 468

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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	126	347
Payments	(6,746)	(62)	(6,808)
Change in estimate	121	—	121
Balance as of March 31, 2026 (Successor)	<u>\$ 1,321</u>	<u>\$ 64</u>	<u>\$ 1,385</u>

At March 31, 2026 (Successor), the Company expects the remaining employee termination benefit liability to be paid in full by the end of fiscal 2026.

14. Subsequent Events

On April 27, 2026, the Company commenced a voluntary solicitation for prepayment of up to \$10,000 in cash to prepay a portion of its New Term Loan Facility at a discount. The solicitation expired on April 30, 2026 and was fully subscribed at 68.5% of par. As a result, the Company expects the repayment to reduce the outstanding principal on its New Term Loan Facility by \$14,599.

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, including the strength of our social media presence;
- 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 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 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 2022" refers to our fiscal year ended December 31, 2022;
- "fiscal 2023" refers to our fiscal year ended December 30, 2023;
- "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 intangible assets impairments, reorganization items, net, transaction costs related to strategic alternatives and Chapter 11 financial reorganization, net restructuring charges, non-Chief Executive Officer (“CEO”) executive separation expenses, 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. 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's 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.

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).

Our Behavioral and Clinical reporting units totaled \$161.8 million, or 80.9%, and \$38.2 million, or 19.1%, respectively, of our goodwill at the March 31, 2026 (Successor) balance sheet date. Based on the results of the interim goodwill impairment test performed for our Behavioral and Clinical reporting units, we concluded that no goodwill impairment existed as of March 31, 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 5% as of March 31, 2026 (Successor).

Based on the results of the interim impairment test performed for our trade name indefinite-lived intangible asset, which comprised all of our other indefinite-lived intangible assets at the March 31, 2026 (Successor) balance sheet date, we concluded that no impairment existed as of March 31, 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 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 a 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 March 31, 2026		Three Months Ended March 29, 2025	
Revenue, net	\$	168.3	\$	186.6
Cost of revenue		49.6		53.7
Gross profit		118.7		132.9
Gross Margin %		70.5%		71.2%
Marketing expenses		92.9		78.8
Product development expenses		8.1		11.1
Selling, general & administrative expenses		48.1		35.6
Franchise rights acquired impairments		—		27.5
Operating loss		(30.4)		(20.2)
Operating Loss Margin %		(18.1%)		(10.8%)
Interest expense		11.5		27.6
Other (income) expense, net		(0.7)		2.2
Loss before income taxes		(41.2)		(50.0)
Provision for income taxes		10.8		22.6
Net loss	\$	(52.0)	\$	(72.6)
Weighted average diluted shares outstanding		10.0		80.1
Diluted net loss per share	\$	(5.20)	\$	(0.91)

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-CEO executive separation expenses, 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 March 31, 2026		Three Months Ended March 29, 2025	
Transaction costs:				
Selling, general and administrative expenses	\$	—	\$	10.8
Total transaction costs	\$	—	\$	10.8

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 March 31, 2026	Three Months Ended March 29, 2025
Depreciation and amortization expenses:		
Cost of revenue	\$ 5.2	\$ 4.5
Product development expenses	—	0.1
Selling, general and administrative expenses	20.7	2.4
Total depreciation and amortization expenses	\$ 25.9	\$ 6.9

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 March 31, 2026	Three Months Ended March 29, 2025
Restructuring charges:		
Cost of revenue	\$ (0.1)	\$ (0.4)
Selling, general and administrative expenses	0.5	1.4
Total restructuring charges	\$ 0.5	\$ 1.0

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 March 31, 2026	Three Months Ended March 29, 2025
Share-based compensation expense:		
Cost of revenue	\$ 0.0	\$ —
Marketing expenses	0.1	—
Product development expenses	0.1	—
Selling, general and administrative expenses	0.4	0.9
Total share-based compensation expense	\$ 0.7	\$ 0.9

Note: Totals may not sum due to rounding.

Non-CEO Executive Separation Expenses

Certain non-recurring expenses in connection with the separation from the Company of a non-CEO executive are included in applicable line items on the unaudited consolidated statements of operations:

	(in millions)	
	Successor	Predecessor
	Three Months Ended	Three Months Ended
	March 31, 2026	March 29, 2025
Non-CEO executive separation expenses:		
Selling, general and administrative expenses	\$ 1.6	\$ —
Total transaction costs	\$ 1.6	\$ —

Consolidated Results of Operations

Revenue

Revenue was \$168.3 million for the three months ended March 31, 2026 (Successor) and \$186.6 million for the three months ended March 29, 2025 (Predecessor). Foreign currency positively impacted our revenue for the three months ended March 31, 2026 (Successor) by \$4.3 million. The change in revenue was driven by a decline in Behavioral Subscription Revenue, partially offset by an increase in Clinical Subscription Revenue. Refer to the “Operating Results” section for further details.

Cost of Revenue

Cost of revenue was \$49.6 million for the three months ended March 31, 2026 (Successor) and \$53.7 million for the three months ended March 29, 2025 (Predecessor). Foreign currency increased cost of revenue for the three months ended March 31, 2026 (Successor) by \$0.6 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 \$118.7 million for the three months ended March 31, 2026 (Successor) and \$132.9 million for the three months ended March 29, 2025 (Predecessor). Foreign currency positively impacted gross profit for the three months ended March 31, 2026 (Successor) by \$3.7 million.

Gross margin was 70.5% for the three months ended March 31, 2026 (Successor) and 71.2% for the three months ended March 29, 2025 (Predecessor). The gross margin change was due to a mix shift of our subscriber base to Clinical and an increase in depreciation and amortization expenses, partially offset by the reduction in cost of revenue as a result of operational efficiency gains across our business offerings from actions to reduce our fixed cost base and move to a more variable cost structure.

Marketing Expenses

Marketing expenses were \$92.9 million for the three months ended March 31, 2026 (Successor) and \$78.8 million for the three months ended March 29, 2025 (Predecessor). Foreign currency increased marketing expenses for the three months ended March 31, 2026 (Successor) by \$1.0 million. The change in marketing expenses was primarily due to strategic brand investment to drive awareness of our Med+ membership tier during peak season and lower than typical peak season spend in the prior year period.

Product Development Expenses

Product development expenses were \$8.1 million for the three months ended March 31, 2026 (Successor) and \$11.1 million for the three months ended March 29, 2025 (Predecessor). Foreign currency had a de minimis impact on product development expenses for the three months ended March 31, 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 \$48.1 million for the three months ended March 31, 2026 (Successor) and \$35.6 million for the three months ended March 29, 2025 (Predecessor). Foreign currency increased selling, general and administrative expenses for the three months ended March 31, 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 associated with the Chapter 11 financial reorganization of the Company, the exit from our corporate headquarters lease, 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).

Interest Expense

Interest expense was \$11.5 million for the three months ended March 31, 2026 (Successor) and \$27.6 million for the three months ended March 29, 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 10.46% per annum for the three months ended March 31, 2026 (Successor) and 7.17% per annum for the three months ended March 29, 2025 (Predecessor). See “—Liquidity and Capital Resources—Long-Term Debt” for additional details regarding our debt, including interest rates and payments thereon.

Other (Income) Expense, Net

Other (income) expense, net, which consists primarily of the impact of foreign currency on intercompany transactions, was \$0.7 million of income for the three months ended March 31, 2026 (Successor) and \$2.2 million of expense for the three months ended March 29, 2025 (Predecessor).

Provision for Income Taxes

Our effective tax rate was (26.3%) for the three months ended March 31, 2026 (Successor) compared to (45.1%) for the three months ended March 29, 2025 (Predecessor). The effective tax rate for interim periods is determined using an annualized effective tax rate (“AETR”), adjusted for discrete items. The forecasted full-year fiscal 2026 tax expense, which included an increase in valuation allowance against U.S. deferred tax assets, in relation to our forecasted full-year pretax loss, drove the negative AETR. Applying this negative AETR to pretax loss for the three months ended March 31, 2026 (Successor) resulted in an income tax expense of \$10.8 million, which is mostly reflected in income taxes payable on our consolidated balance sheet and consolidated statement of cash flows.

For the three months ended March 31, 2026 (Successor), the difference between the U.S. federal statutory tax rate and our consolidated effective tax rate was primarily due to the valuation allowance noted above. In addition, the effective tax rate was impacted by a tax expense related to the Base Erosion and Anti-Abuse Tax. 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 on the first quarter of fiscal 2026 (Successor). For the three months ended March 29, 2025 (Predecessor), the difference between the U.S. federal statutory tax rate and our consolidated effective tax rate was primarily due to an increase in valuation allowance against U.S. deferred tax assets. In addition, the effective tax rate was impacted by a tax expense related to the Base Erosion and Anti-Abuse Tax, partially offset by a tax benefit related to foreign-derived intangible income.

On July 4, 2025, the One Big Beautiful Bill Act was signed into law in the U.S., which contains a broad range of tax reform provisions affecting businesses. The legislation did not have a material impact on our consolidated financial statements.

Operating Results

Metrics and Business Trends

The following tables set forth key metrics for the first quarter of fiscal 2026 and the percentage change in those metrics versus the prior year period:

	Subscription Revenue (in millions except percentages)							
	Behavioral		Clinical				Total	
	Nominal Currency	Constant Currency	Nominal Currency	Constant Currency	Nominal Currency	Constant Currency	Nominal Currency	Constant Currency
Q1 2026 (Successor)	\$ 128.5	\$ 124.3	\$ 38.8	\$ 38.8	\$ 167.4	\$ 163.1		
Q1 2025 (Predecessor)	\$ 155.7	\$ 155.7	\$ 29.5	\$ 29.5	\$ 185.2	\$ 185.2		
% Change	(17.5%)	(20.2%)	31.8%	31.8%	(9.6%)	(11.9%)		

	Subscribers (in thousands except percentages)							
	Behavioral		Clinical				Total	
	Incoming	End of Period	Incoming	End of Period	Incoming	End of Period	Incoming	End of Period
Q1 2026 (Successor)	2,630.6	2,462.6	130.2	196.6	2,760.8	2,659.2		
Q1 2025 (Predecessor)	3,244.0	3,299.4	91.7	134.8	3,335.7	3,434.1		
% Change	(18.9%)	(25.4%)	41.9%	45.9%	(17.2%)	(22.6%)		

	Monthly Subscription Revenue Per Average Subscriber							
	Behavioral		Clinical				Total	
	Nominal Currency	Constant Currency	Nominal Currency	Constant Currency	Nominal Currency	Constant Currency	Nominal Currency	Constant Currency
Q1 2026 (Successor)	\$ 16.82	\$ 16.27	\$ 79.23	\$ 79.23	\$ 20.59	\$ 20.07		
Q1 2025 (Predecessor)	\$ 15.87	\$ 15.87	\$ 86.70	\$ 86.70	\$ 18.24	\$ 18.24		
% Change	6.0%	2.6%	(8.6%)	(8.6%)	12.9%	10.0%		

Operating Performance

The decline in Behavioral Subscription Revenue was primarily due to the lower number of Incoming Behavioral Subscribers versus the prior year period, which were impacted by bankruptcy-related media coverage, in particular within our international markets, 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. 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 new 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 first 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 mix shift of our subscriber base to the Clinical business and Core+ membership tier. Clinical Monthly Subscription Revenue Per Average Subscriber declined primarily driven by a shift to longer term commitment plans, which commit members for more months, but at a lower rate per month, coupled with the discontinuation of our former compounded GLP-1 offering.

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 and decreased cash flows from operations. 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 \$120.9 million as of March 31, 2026 (of which \$50.7 million is maintained at foreign subsidiaries). 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 and current portion of long-term debt, net, as of:

	(In millions)	
	Successor	
	March 31, 2026	December 31, 2025
Total current assets	\$ 168.3	\$ 213.6
Total current liabilities	141.1	126.5
Working capital surplus	27.3	87.1
Cash and cash equivalents	120.9	160.3
Current portion of long-term debt, net	26.8	—
Working capital deficit, excluding cash and cash equivalents and current portion of long-term debt, net	<u>\$ (66.8)</u>	<u>\$ (73.2)</u>

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 and current portion of long-term debt, net, as of:

	(In millions)	
	Successor	
	March 31, 2026	December 31, 2025
Operational liabilities and other, net of assets	\$ 30.8	\$ 44.3
Deferred revenue	26.7	28.6
Portion of operating lease liabilities due within one year	1.2	1.3
Prepaid income taxes	3.3	8.1
Accrued interest	1.1	1.1
Income taxes payable	10.3	6.0
Working capital deficit change, excluding cash and cash equivalents and current portion of long-term debt, net	<u>\$ (66.8)</u>	<u>\$ (73.2)</u>

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 Three Months Ended March 31, 2026	Predecessor Three Months Ended March 29, 2025
Net cash (used for) provided by operating activities	\$ (33.5)	\$ 15.0
Net cash used for investing activities	\$ (5.8)	\$ (3.2)
Net cash provided by financing activities	\$ —	\$ 171.2

Operating Activities

Net cash used for operating activities was \$33.5 million for the three months ended March 31, 2026 (Successor) and net cash provided by operating activities was \$15.0 million for the three months ended March 29, 2025 (Predecessor). The change in net cash (used for) provided by operating activities was primarily attributable to a decrease in accounts payable and accrued liabilities due to the timing of payments and an increase in marketing spend.

Investing Activities

Net cash used for investing activities was \$5.8 million for the three months ended March 31, 2026 (Successor) and \$3.2 million for the three months ended March 29, 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

There were no financing cash flows for the three months ended March 31, 2026 (Successor). Net cash provided by financing activities was \$171.2 million for the three months ended March 29, 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 March 31, 2026 (Successor):

(In millions)

	<u>Successor</u> <u>March 31,</u> <u>2026</u>
New Term Loan Facility due June 24, 2030	\$ 465.0
Less: Current portion	(26.8)
Less: Unamortized deferred financing costs	(1.1)
Plus: Unamortized debt premium	1.5
Total long-term debt	<u>\$ 438.6</u>

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 \$12.2 million for the three months ended March 31, 2026 (Successor). Total interest expense on long-term debt, inclusive of amortization of deferred financing costs and debt discounts, amounted to \$28.2 million for the three months ended March 29, 2025 (Predecessor).

As of March 31, 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 10.46% and 10.91% per annum at March 31, 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").

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, we classified \$26.8 million in aggregate principal as a current liability on our unaudited consolidated balance sheet at March 31, 2026 (Successor) for the annual cash sweep prepayment amount, which is due to be paid on June 24, 2026.

On April 27, 2026, we commenced a voluntary solicitation for prepayment of up to \$10.0 million in cash to prepay a portion of our New Term Loan Facility at a discount. The solicitation expired on April 30, 2026 and was fully subscribed at 68.5% of par. As a result, we expect the repayment to reduce the outstanding principal on our New Term Loan Facility by \$14.6 million.

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 March 31, 2026 (Successor). During the three months ended March 31, 2026 (Successor) and the three months ended March 29, 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 loss, the most comparable GAAP financial measure, for the three months ended March 31, 2026 (Successor) and the three months ended March 29, 2025 (Predecessor):

	(In millions)	
	Successor	Predecessor
	Three Months Ended	Three Months Ended
	March 31, 2026	March 29, 2025
Net loss	\$ (52.0)	\$ (72.6)
Interest	11.5	27.6
Taxes	10.8	22.6
Depreciation and amortization expenses	25.9	6.9
Share-based compensation expense	0.7	0.9
EBITDA	\$ (3.1)	\$ (14.6)
Franchise rights acquired impairments	—	27.5
Transaction costs	—	10.8
Restructuring charges ⁽¹⁾	0.5	1.0
Non-CEO executive separation expenses	1.6	—
Other ⁽²⁾	(0.7)	2.2
Adjusted EBITDA	\$ (1.8)	\$ 26.9

Note: Totals may not sum due to rounding.

- (1) 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. Refer to Note 13 “Restructuring” of the Consolidated Financial Statements for additional information.
- (2) 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](https://www.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 March 31, 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 March 31, 2026, the end of the first 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 first 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.

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 March 31, 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 3.1	Second Amended and Restated Bylaws of WW International, Inc. (effective as of April 3, 2026) (filed as Exhibit 3.1 to the Company's Current Report on Form 8-K, as filed on April 3, 2026 (File No. 001-16769), and incorporated herein by reference).
†Exhibit 10.1	Separation Agreement and Mutual Release, dated March 31, 2026, by and between WW International, Inc. and Jacqueline Cooke.
*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 March 31, 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: May 7, 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)

SEPARATION AGREEMENT AND MUTUAL RELEASE

This Separation Agreement and Release (“Agreement”) is made by and between Jacqueline Cooke (“Employee”) and WW International, Inc., a Virginia corporation (the “Company”) (collectively referred to as the “Parties” or individually referred to as a “Party”).

RECITALS

WHEREAS, Employee currently is employed by the Company in the role of Chief Legal and Administrative Officer and Secretary;

WHEREAS, Employee has resigned from her employment with the Company at the request of the Board and not for Cause effective April 10, 2026 (the “Resignation Date”); and

WHEREAS, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Employee may have against the Company and any of the Releasees as defined below, and which the Company and the Releasees may have against the Employee, including, but not limited to, any and all claims arising out of or in any way related to Employee’s employment with or resignation from the Company.

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and Employee hereby agree as follows:

COVENANTS**1. Rights Following Resignation; Final Pay.**

a. Effective as of the Resignation Date, Employee shall no longer remain employed by the Company and shall refrain from any further representations that Employee is an employee or agent of the Company. Employee’s health insurance benefits shall cease on the last day of the month of the Resignation Date, subject to Employee’s right to continue Employee’s health insurance under COBRA, as described more fully below.

b. Effective as of the Resignation Date, Employee’s participation in all benefits and incidents of employment, including, but not limited to, equity vesting and the accrual of bonuses, incentive payments, vacation, and paid time off shall cease.

c. Employee retains any right to exculpation, contribution, advancement of expenses, defense or indemnification that Employee may have under the Company’s D&O insurance policy and Employee’s November 5, 2025, Indemnification Agreement with the Company relating to events occurring on or before the Resignation Date.

d. On the Resignation Date, Employee will receive a final paycheck, which will include payment for any unpaid final wages for time worked through and including the Resignation Date, and other benefits to which Employee is entitled by virtue of Employee’s service with the Company up to and including the Resignation Date, including payment for accrued but unused vacation pay, if any.

e. Effective as of the Resignation Date and by executing this Agreement, Employee acknowledges and agrees that she hereby resigns from any and all corporate officer or director roles she holds with the Company, WW North America Holdings, LLC and ww.com without need for any further action to be taken unless otherwise required or requested.

2. Separation Benefits. Subject to Employee (i) executing and not revoking this Agreement prior to the Resignation Date and remaining compliant with the terms of this Agreement (including fulfillment of any transition duties as set forth in Section 11 herein) through the Resignation Date; and (ii) timely entering into and not revoking the Supplemental Release attached as Exhibit A hereto not later than ten (10) days after the Resignation Date, the Company agrees to provide Employee the following (the “Separation Benefits”): The Company shall pay to (i) Employee the gross amount of \$1,500,000.00, less all applicable withholdings and deductions to be reported via IRS form W-2 (the “Separation Payment”), and (ii) Employee’s counsel, Litson PLLC, the gross amount of \$107,480.00 for reasonable attorneys’ fees and costs incurred by Employee related to Employee’s notification of resignation to the Company and negotiation of this Agreement (the “Attorneys’ Fees Payment”) to be reported via IRS form 1099. The Separation Payment will be paid in two equal installments. The first payment of \$750,000 and the Attorneys’ Fees Payment shall be paid to Employee on the Company’s first regularly scheduled payroll date occurring forty-five (45) days after the Resignation Date, and the second payment of \$750,000 shall be made on the first regularly scheduled payroll date in July 2026.

3. COBRA. If Employee currently participates in any of Company’s group health insurance plan(s) and provided Employee timely elects continued coverage, the Company agrees to pay on Employee’s behalf the employer’s portion of the premium to the third-party administrator for the maintenance of Employee’s health insurance under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) and the California Continuation Benefits Replacement Act (“Cal-COBRA”) (collectively “COBRA Benefit”) through the earliest of (i) 36 months following the Resignation Date, (ii) the date on which Employee is no longer eligible for COBRA continuation coverage, and (iii) the date on which Employee is eligible for group health insurance coverage through another employer (the “COBRA Subsidy Period”). Employee must notify the Company within seven (7) days of re-insurance under a different plan or if the Employee otherwise ceases to be eligible for COBRA coverage during the COBRA Subsidy Period. If, during the COBRA Subsidy Period, Employee is eligible for group health insurance coverage through another employer, Employee must provide the Company with written notice within seven (7) days of any subsequent employment, including Employee’s date of hire and benefits eligibility. Employee’s eligibility for the COBRA Benefit would cease effective the first month of eligibility in Employee’s new employer’s health insurance plan or upon re-insurance under a different plan or cessation of eligibility under COBRA or Cal-COBRA.

4. Payment of Salary and Receipt of All Benefits. Employee acknowledges and represents that, other than the Separation Payment, Attorneys’ Fees Payment, and COBRA Benefit, subject to the Company’s compliance with its remaining obligations hereunder, the Company will have paid or provided all salary, wages, bonuses, accrued vacation/paid time off, leave, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to Employee. Employee further acknowledges and represents that Employee has received any leave to which Employee was entitled or which Employee requested, if any, under the Family Medical Leave Act or applicable state leave law, and that Employee did not sustain any workplace injury, during Employee’s employment with the Company.

5. Mutual Release of Claims. Employee agrees that this shall be deemed a negotiated Agreement and that the Separation Payment, Attorneys’ Fees Payment, and COBRA Benefit, represent settlement in full of all outstanding obligations owed to Employee by the Company, its subsidiaries, and predecessor and successor corporations and assigns, including, but not limited to, WW North America Holdings, LLC and ww.com, and its and their current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, and divisions (collectively, the “Releasees”). Employee, on Employee’s own behalf and on behalf of Employee’s respective heirs, family members, executors, agents, and assigns, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Employee may possess against any of the Releasees arising from any omissions, acts, facts,

or damages that have occurred up until and including the Effective Date of this Agreement. The Company, on its own behalf and on behalf of the Releasees, hereby and forever releases the Employee from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that the Company may possess against the Employee arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date of this Agreement. The mutual releases include, without limitation:

a. any and all claims relating to or arising from Employee's employment relationship with the Company and Employee's resignation therefrom;

b. any and all claims relating to, or arising from, Employee's right to purchase, or actual purchase of shares of stock of the Company, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

c. any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

d. any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act, except as prohibited by law; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification (WARN) Act; the Family and Medical Leave Act, except as prohibited by law; the Sarbanes-Oxley Act of 2002; the Uniformed Services Employment and Reemployment Rights Act; any applicable state laws identified on Schedule 1 hereto, to the greatest extent such release is permissible under applicable law; any amendments to the foregoing; and state common law;

e. all claims arising under, relating to, or in any way involving the California Fair Employment and Housing Act ("FEHA"), California Family Rights Act, California Constitution, the California Government Code, the California Labor Code, including but not limited to, sections 2699, *et seq.* (Private Attorney General Act), 200, *et seq.*, 970, California Whistleblower Protection Law - Section 1102.5(a)-(c) and any other California Labor Code provision that may be released, including Cal. Lab. Code §132a (1)-(4) and 4553; the California Civil Code, including but not limited to, the California Unruh Civil Rights Act - Civ. Code § 51, *et seq.*, Cal-WARN, any applicable California Industrial Welfare Commission Wage Order, and any corresponding regulations, and any claims arising out of the California Business & Professions Code, any claims for severance pay, breach of contract, salary, bonus pay, equity, commissions, incentive pay, overtime pay, minimum wages, sick leave, final wages, penalties, such as penalties for wages due on termination, or any pay, premium, or penalty provided for under the California Labor Code and any other applicable wage-and-hour statute (collectively, "Wages"), and any other alleged violation of any federal, state or local law, ordinance, and/or public policy. contract or tort or common-law having any bearing whatsoever on the terms and conditions and/or cessation of Employee's employment with the Company which Employee ever had, now has, or shall have from the beginning of world to the date of this Agreement;

- f. any and all claims for violation of the federal or any state constitution;
- g. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;
- h. any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Employee as a result of this Agreement; and
- i. any and all claims for attorneys' fees and costs other than the Attorneys' Fees Payment.
- j. Claims not released by Employee. Employee agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. Although this is a general release, it does not apply to: (i) any unemployment insurance claim; (ii) any workers' compensation insurance benefits to the extent any applicable state law prohibits the direct release of such benefits without judicial or agency approval, with the understanding that such benefits, if any, would only be payable in accordance with the terms of any workers' compensation coverage or fund of the Company; (iii) continued participation in certain benefits under COBRA or Cal-COBRA, if applicable; (iv) any benefit entitlements vested as of Employee's last day of employment, pursuant to written terms of any applicable employee benefit plan sponsored by the Company; (v) any claims that cannot be waived as a matter of law; (vi) claims that arise after Employee signs this Agreement, (vii) Employee's right to any amounts or entitlements described in this Agreement that are unpaid as of the Resignation Date, (viii) claims related to Employee's rights, if any, to coverage under any officer or director policy maintained by the Company or any of its Affiliates; or (ix) claims related to Employee's rights to enforce the terms of this Agreement. Employee represents that Employee has made no assignment or transfer of any right, claim, complaint, charge, duty, obligation, demand, cause of action, or other matter waived or released by this Section.

6. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542. Employee hereby expressly waives and relinquishes all rights and benefits under California Civil Code Section 1542 to the fullest extent that Employee may lawfully waive such rights. Section 1542 of the Civil Code of California provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

In connection with such waiver and relinquishment, Employee hereby acknowledges that Employee may hereafter discover claims or facts in addition to, or different from, those which Employee now knows or believes to exist, but that Employee expressly agrees to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on their behalf against the Releasees at the time of execution of this Agreement.

7. Acknowledgment of Waiver of Claims under ADEA. Employee understands and acknowledges that Employee is waiving and releasing any rights Employee may have under the Age Discrimination in Employment Act of 1967 (“ADEA”), and that this waiver and release is knowing and voluntary. Employee understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. Employee understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Employee was already entitled. Employee further understands and acknowledges that Employee has been advised by this writing that: (a) Employee should consult with an attorney prior to executing this Agreement; (b) Employee has twenty-one (21) days within which to consider this Agreement; (c) Employee may choose to waive the twenty-one (21) day period; (d) Employee has seven (7) days following Employee’s execution of this Agreement to revoke this Agreement; and (e) this Agreement shall not be effective and enforceable until after the revocation period has expired. Any such revocation must be in writing and received by Debra Cotter, Senior Vice President and Associate General Counsel, by e-mail at [-] before the end of the seventh (7th) day in order to be valid. In the event Employee signs this Agreement and returns it to the Company in less than the 21-day period identified above, Employee hereby acknowledges that Employee has freely and voluntarily chosen to waive the time period allotted for considering this Agreement.

8. Covenant Not to Sue. The Parties have not and will not directly or indirectly institute any legal action against the other Party or Releasees based upon, arising out of, or relating to any claims released in this Agreement, to the extent allowed by law. The Parties have not and will not directly or indirectly encourage and/or solicit any third party to institute any legal action against the other Party or Releasees, to the extent allowed by law.

9. Company Confidential Information/Property. Employee reaffirms and agrees to observe and abide by the terms of any confidentiality, inventions assignment, or non-disclosure agreement(s) entered into with the Company (collectively, the “Confidentiality Agreements”), specifically including any provisions therein regarding nondisclosure of the Company’s trade secrets and confidential and proprietary information. Employee’s signature below constitutes Employee’s certification that, on or before the Resignation Date, Employee shall return or destroy all documents and other items provided to Employee by the Company, developed or obtained by Employee in connection with Employee’s employment with the Company, or otherwise belonging to the Company in Employee’s possession.

10. Cooperation. Except to the extent inconsistent with the Permitted Disclosures and Actions provision set forth below, and subject to Employee’s then-current personal and professional fiduciary duties and other obligations, Employee agrees to reasonably cooperate with the Company prior to the Resignation Date in the transition of Employee’s duties and thereafter to provide information to and assist the Company as needed in the investigation, defense, or prosecution of any suspected claim against, or by, the Company with respect to matters of which Employee may have first-hand knowledge. Such assistance shall include, but is not limited to, participating in interviews with representatives of the Company, 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, the Company agrees to reimburse Employee for all reasonable out-of-pocket expenses incurred. Without limiting the foregoing, except as allowed by the Permitted Disclosures and Actions provision, Employee 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 Releasees, unless subject to a valid subpoena or other court order to do so. Employee agrees both to immediately notify the Company upon receipt of any such subpoena or court order, and to furnish the Company, within three (3) business days of receipt, a copy of such subpoena or court order.

11. Permitted Disclosures and Actions. This Agreement does not prohibit or restrict Employee, the Company, or the other Releasees from: (i) 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; (ii) initiating communications directly with, filing any charge or complaint with, cooperating with, providing relevant information, or otherwise assisting in an investigation by (A) the 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”), the California Department of Fair Employment and Housing (“DFEH”), 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; (iii) 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 (iv) 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.

12. DTSA Notice. 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. To the maximum extent permitted by applicable law, Employee agrees to refrain from any disparagement, defamation, libel, or slander of the Company and other Releasees. To the maximum extent permitted by applicable law, the Company will direct each of its officers and directors to refrain from any disparagement, defamation, libel, or slander of Employee. For sake of clarity, this applies to disparagement in any forum, including, but not limited to, to social media platforms (*e.g.* Glassdoor, Meta/Facebook, LinkedIn, Instagram, Twitter/X, TikTok, etc.).

14. Breach. In addition to receiving any other remedies provided by law or in equity, if the Company prevails in any action against Employee for Employee’s alleged Material Violation (as defined below) of the terms of this Agreement, they shall be required: (i) to return and/or reimburse the Company for the payments referenced in Section 2 above in full (less the Attorneys’ Fees Payment and less an additional \$10,000, which Employee may retain, and which Employee agrees shall serve as good and valuable consideration for the continuing enforceability of this Agreement); and (ii) pay the Company’s reasonable attorneys’ fees and costs incurred in obtaining such a judgment. Under such circumstances, it is agreed and understood that this Agreement shall nevertheless remain in full force and effect. A “Material Violation” means Employee’s breach of Section 8 (Covenant Not to Sue) and/or Section 9 (Company Confidential Information/Property).

15. No Admission of Liability. Employee understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by Employee. No action taken by the Company hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an

acknowledgment or admission by the Company of any fault or liability whatsoever to Employee or to any third party.

16. 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”) IN NEW YORK CITY, NEW YORK, 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 LIMIT THE PERMITTED DISCLOSURES AND ACTIONS PROVISION, OR OTHERWISE 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.

17. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the Separation Benefits provided to Employee or made on Employee’s behalf under the terms of this Agreement. Employee agrees and understands that Employee is responsible for payment, if any, of local, state, and/or federal taxes on the Separation Benefits provided hereunder by the Company and any penalties or assessments thereon. Employee further agrees to indemnify and hold the Company harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company for any amounts claimed due on account of (a) Employee’s failure to pay or the Company’s failure to withhold, or Employee’s delayed payment of, federal or state taxes, or (b) damages sustained by the Company by reason of any such claims, including attorneys’ fees and costs.

18. Section 409A. The payments and benefits set forth in this Agreement are intended to comply with the “short-term deferral” exception to 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 Employee, 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. Employee will be solely responsible for any tax imposed under Section 409A and in no event will the Company have any liability with respect to any tax, interest or other penalty imposed under Section 409A.

19. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

20. Entire Agreement. This Agreement represents the entire agreement and understanding between the Company and Employee concerning the subject matter of this Agreement and Employee’s

employment with and resignation from the Company and any and all events leading thereto and associated therewith, and supersedes and replaces any and all prior agreements and understandings concerning the subject matter of this Agreement and Employee's relationship with the Company, with the exception of the Confidentiality Agreements and Employee's November 5, 2025 Indemnification Agreement with the Company. This Agreement may only be amended in a writing signed by Employee and a duly authorized executive of the Company.

21. Governing Law. This Agreement shall be governed by the laws of the State of New York, including its statutes of limitation, without regard to any otherwise applicable principles of conflicts of law or choice-of-law provisions (whether of the state in which Employee was last regularly engaged as an employee or any other jurisdiction) that would result in the application of the substantive or procedural laws or rules of any other jurisdiction. Except with respect to the arbitration provision set forth above, Employee consents to personal and exclusive jurisdiction and venue in such state.

22. Effective Date. This Agreement will become effective and enforceable on the eighth (8th) day after Employee signed this Agreement, so long as it has been signed by and has not been revoked by Employee before that date (the "Effective Date").

23. Construction. No provision of this Agreement shall be interpreted or construed against any party because that party or its legal representative drafted that provision. The captions and headings of the Sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," (e) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole, and (f) the terms "dollars" and "\$" refer to United States dollars. Section, subsection, exhibit and schedule references are to this Agreement as originally executed unless otherwise specified. Any reference herein to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time. Any reference herein to any person shall be deemed to include the heirs, personal representatives, successors and permitted assigns of such person.

24. Voluntary Execution of Agreement. Employee understands and agrees that Employee executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Employee's claims against the Company and any of the other Releasees. Employee acknowledges that: (a) Employee has read this Agreement; (b) Employee has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Employee's own choice or has been provided sufficient time to retain such counsel and has elected not to do so; (c) Employee understands the terms and consequences of this Agreement and of the releases it contains; and (d) Employee is fully aware of the legal and binding effect of this Agreement.

[Signature Page to Follow]

[Signature Page to Agreement and Release]

IN WITNESS WHEREOF, the Parties executed this Agreement on the dates set forth below.

Jacqueline Cooke

Signature:

/s/ Jacqueline Cooke

Jacqueline Cooke, an individual

Dated: 3/31/2026

WW International, Inc.

Signature:

/s/ Felicia DellaFortuna

Name: Felicia DellaFortuna

Title: Chief Financial Officer

Dated: 3/31/2026

EXHIBIT A
SUPPLEMENTAL RELEASE

By signing this Supplemental Release where indicated below I, Jacqueline Cooke, acknowledge and agree that I am hereby extending, through and including the date I sign below, the application of all of my representations, obligations, acknowledgements, and other provisions reflected in the Separation Agreement And Mutual Release (“Separation Agreement”) that I entered into with WW International, Inc. (“Company”), on or around March 31, 2026, relating to my transition duties and separation from employment with Company, and including but not limited to my full and binding release and waiver of all claims, as set forth therein, against Company and all other Releasees (as defined in the Separation Agreement), to the greatest extent permitted under applicable law, and otherwise subject to the exceptions set forth therein.

I understand and agree that, pursuant to the terms of the Separation Agreement, I am only eligible to receive certain Separation Benefits payments described therein if I execute (and do not revoke) this Supplemental Release, timely return it to Company, and otherwise satisfy all terms and conditions set forth in the Separation Agreement, including but not limited to my satisfaction of any transition duties specified therein. I further understand and acknowledge that the consideration being provided for my waiver and release of claims is in addition to anything of value to which I was already entitled.

By signing below, I understand and acknowledge that, in addition to such claims released by the Separation Agreement, I am also hereby waiving and releasing any rights I may have under the California Fair Employment and Housing Act (“FEHA”), if applicable. I am also reaffirming my release and waiver of claims under the Age Discrimination in Employment Act of 1967 (“ADEA”) and acknowledge that this waiver and release is knowing and voluntary. I understand and acknowledge that Company has advised me by this writing that: (a) I should consult with an attorney prior to executing this Supplemental Release; (b) I have more than twenty-one (21) days after initial receipt of this Supplemental Release within which to consider its terms; (c) I have seven (7) days following my execution of this Supplemental Release to revoke it; and (d) this Supplemental Release shall not be effective until after the revocation period has expired. If I do not timely revoke this Supplemental Release, then this Supplemental Release will become effective on the eighth day after I have signed and returned it to Company (the “Supplemental Release Effective Date”).

I understand that I am not to sign and return this Supplemental Release until on or after my Resignation Date – but must sign and return it not later than ten (10) days after my Resignation Date for it to be effective.

By signing below, I acknowledge that I have read and understand and agree to all the terms of the Separation Agreement and this Supplemental Release and intend to be bound thereby.

NOT TO BE SIGNED UNTIL ON/AFTER THE RESIGNATION DATE

Jacqueline Cooke

Date

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: May 7, 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)

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: May 7, 2026

Signature: /s/ Jonathan Volkmann

Jonathan Volkmann

Chief Operations Officer and Member, Interim Office of the Chief Executive

(Principal Executive Officer)

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 March 31, 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: May 7, 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)
