

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

FORM 10-Q

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

For the quarterly period ended August 1, 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 1-11084

KOHL'S
KOHL'S CORPORATION

(Exact name of registrant as specified in its charter)

Wisconsin

(State or other jurisdiction of incorporation or organization)

39-1630919

(I.R.S. Employer Identification No.)

**N56 W17000 Ridgewood Drive,
Menomonee Falls, Wisconsin**
(Address of principal executive offices)

53051
(Zip Code)

Registrant's telephone number, including area code **(262) 703-7000**

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, \$.01 par value	KSS	New York Stock Exchange

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

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

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

Large Accelerated Filer	☒	Accelerated Filer	☐
Non-Accelerated Filer	☐	Smaller Reporting Company	☐
		Emerging Growth Company	☐

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

Indicate by a check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: August 28, 2026 Common Stock, Par Value \$0.01 per Share, 113,376,445 shares outstanding.

**KOHL'S CORPORATION
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PART I. FINANCIAL INFORMATION
Item 1. Financial Statements

**KOHL'S CORPORATION
CONSOLIDATED BALANCE SHEETS**

(Dollars in Millions)	August 1, 2026	January 31, 2026	August 2, 2025
	(Unaudited)	(Audited)	(Unaudited)
Assets			
Current assets:			
Cash and cash equivalents	\$821	\$674	\$174
Merchandise inventories	2,913	2,745	2,994
Other	285	272	306
Total current assets	4,019	3,691	3,474
Property and equipment, net	6,661	6,914	7,113
Operating leases	2,297	2,338	2,363
Other assets	433	419	441
Total assets	\$13,410	\$13,362	\$13,391
Liabilities and Shareholders' Equity			
Current liabilities:			
Accounts payable	\$1,418	\$1,171	\$1,134
Accrued liabilities	1,090	1,181	1,159
Borrowings under revolving credit facility	—	—	75
Current portion of:			
Finance leases and financing obligations	92	85	84
Operating leases	96	94	96
Total current liabilities	2,696	2,531	2,548
Long-term debt	1,325	1,436	1,520
Finance leases and financing obligations	2,295	2,365	2,409
Operating leases	2,613	2,650	2,672
Deferred income taxes	70	91	54
Other long-term liabilities	243	241	261
Shareholders' equity:			
Common stock	1	1	1
Paid-in capital	3,614	3,595	3,578
Treasury stock, at cost	(779)	(771)	(771)
Retained earnings	1,332	1,223	1,119
Total shareholders' equity	\$4,168	\$4,048	\$3,927
Total liabilities and shareholders' equity	\$13,410	\$13,362	\$13,391

See accompanying Notes to Consolidated Financial Statements

KOHL'S CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

(Dollars in Millions, Except per Share Data)	Three Months Ended		Six Months Ended	
	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Net sales	\$3,318	\$3,347	\$6,316	\$6,396
Other revenue	197	199	366	383
Total revenue	3,515	3,546	6,682	6,779
Cost of merchandise sold	1,893	2,011	3,695	3,845
Operating expenses:				
Selling, general, and administrative	1,188	1,199	2,333	2,363
Depreciation and amortization	173	175	347	350
Impairments, store closing, and other costs	—	11	—	11
(Gain) on legal settlement	—	(129)	—	(129)
Operating income	261	279	307	339
Interest expense, net	63	78	126	154
Income before income taxes	198	201	181	185
Provision for income taxes	47	48	44	46
Net income	\$151	\$153	\$137	\$139
Net income per share:				
Basic	\$1.34	\$1.37	\$1.22	\$1.24
Diluted	\$1.28	\$1.35	\$1.18	\$1.23

See accompanying Notes to Consolidated Financial Statements

KOHL'S CORPORATION
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
(Unaudited)

(Dollars in Millions, Except per Share Data)	Three Months Ended		Six Months Ended	
	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Common stock				
Balance, beginning of period	\$1	\$1	\$1	\$1
Stock-based awards	—	—	—	—
Balance, end of period	\$1	\$1	\$1	\$1
Paid-in capital				
Balance, beginning of period	\$3,605	\$3,570	\$3,595	\$3,560
Stock-based awards	9	8	19	18
Balance, end of period	\$3,614	\$3,578	\$3,614	\$3,578
Treasury stock				
Balance, beginning of period	\$(777)	\$(771)	\$(771)	\$(767)
Stock-based awards	(2)	—	(8)	(4)
Dividends paid	—	—	—	—
Balance, end of period	\$(779)	\$(771)	\$(779)	\$(771)
Retained earnings				
Balance, beginning of period	\$1,195	\$979	\$1,223	\$1,008
Net income	151	153	137	139
Dividends paid	(14)	(14)	(28)	(28)
Balance, end of period	\$1,332	\$1,119	\$1,332	\$1,119
Total shareholders' equity, end of period	\$4,168	\$3,927	\$4,168	\$3,927
Common stock				
Shares, beginning of period	129	127	127	126
Stock-based awards	—	—	2	1
Shares, end of period	129	127	129	127
Treasury stock				
Shares, beginning of period	(16)	(15)	(15)	(15)
Stock-based awards	—	—	(1)	—
Shares, end of period	(16)	(15)	(16)	(15)
Total shares outstanding, end of period	113	112	113	112
Dividends paid per common share	\$0.125	\$0.125	\$0.25	\$0.25

See accompanying Notes to Consolidated Financial Statements

Totals may not foot due to rounding

KOHL'S CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

(Dollars in Millions)	Six Months Ended	
	August 1, 2026	August 2, 2025
Operating activities		
Net income	\$137	\$139
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	347	350
Share-based compensation	19	17
Deferred income taxes	(21)	28
Impairments, store closing, and other costs	—	11
Non-cash lease expense	44	43
Other non-cash items	(9)	3
Changes in operating assets and liabilities:		
Merchandise inventories	(166)	(48)
Other current and long-term assets	3	31
Accounts payable	247	93
Accrued and other long-term liabilities	(77)	(105)
Operating lease liabilities	(46)	(56)
Net cash provided by operating activities	478	506
Investing activities		
Acquisition of property and equipment	(146)	(200)
Proceeds from sale of property and equipment	—	21
Other	(7)	—
Net cash used in investing activities	(153)	(179)
Financing activities		
Proceeds from issuance of debt, net of discount	—	357
Deferred financing costs	—	(8)
Net repayments under revolving credit facility	—	(215)
Shares withheld for taxes on vested restricted shares	(8)	(4)
Dividends paid	(28)	(28)
Repayment of long-term borrowings	(113)	(353)
Discount on redemption of debt	15	—
Finance lease and financing obligation payments	(44)	(46)
Proceeds from financing obligations	—	10
Net cash used in financing activities	(178)	(287)
Net increase in cash and cash equivalents	147	40
Cash and cash equivalents at beginning of period	674	134
Cash and cash equivalents at end of period	\$821	\$174
Supplemental information		
Interest paid, net of capitalized interest	\$146	\$147

See accompanying Notes to Consolidated Financial Statements

KOHL'S CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Basis of Presentation

The accompanying Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP") for interim financial information. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for fiscal year end Consolidated Financial Statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. For further information, refer to the Consolidated Financial Statements and related footnotes included in our Annual Report on Form 10-K for the fiscal year ended January 31, 2026 (Commission File No. 1-11084) as filed with the Securities and Exchange Commission ("SEC"). Certain amounts in the Consolidated Financial Statements and related footnotes may not foot or crossfoot due to rounding.

Due to the seasonality of the business of Kohl's Corporation (the "Company," "Kohl's," "we," "our," or "us"), results for any quarter are not necessarily indicative of the results that may be achieved for a full fiscal year.

Reportable Segments

We are an omnichannel retailer that operates as a single reportable segment. Our Chief Operating Decision Maker ("CODM") is our Chief Executive Officer. The net income presented in the Consolidated Statements of Operations is the financial information reviewed by the CODM. The CODM assesses the performance of the Company and decides how to allocate resources using net income that is reported on the Consolidated Statement of Operations. Net income is used to monitor budget versus actual results. The CODM regularly reviews information consistent with the Consolidated Statements of Operations.

Supplier Finance Programs

The Company has an agreement with a third-party financing provider to facilitate a supplier financing program. The program provides participating suppliers the option to receive outstanding payment obligations of the Company early at a discount. The Company's obligations to its suppliers, including amounts due and scheduled payment terms, are not impacted by suppliers' decisions to finance amounts under the program. All amounts payable to the financial institution relating to suppliers participating in the program are recorded in Accounts Payable in the Consolidated Balance Sheets and were \$303 million as of August 1, 2026, \$201 million as of January 31, 2026, and \$226 million as of August 2, 2025.

International Emergency Economic Powers Act ("IEEPA") Tariff Recovery

On February 20, 2026, the U.S. Supreme Court issued a ruling in *Learning Resources, Inc. v. Trump* invalidating certain tariffs previously imposed under the IEEPA. As a result of this ruling, the Company is eligible for refunds of duties paid during fiscal 2025 and the first month of fiscal 2026. The Company paid approximately \$190 million in IEEPA tariffs during this period. On April 20, 2026, U.S. Customs and Border Protection ("CBP") launched Phase 1 of the Consolidated Administration and Processing of Entries ("CAPE") portal and refund process with Phase 2 being launched in June 2026. We submitted claims seeking approximately \$185 million of refunds of previously paid IEEPA tariffs as part of the Phase 1 and Phase 2 CAPE tariff refunds.

In accordance with ASC 450-30, "Gain Contingencies," the Company has elected to use a gain contingency model to account for recoveries of previously paid IEEPA tariffs. Under this model, a gain contingency is not recognized in the financial statements until the gain is realized or realizable. Tariff recoveries are reflected as a reduction of Merchandise inventories to the extent the inventory remains on hand, or as a reduction of Cost of merchandise sold for inventory that has already been sold.

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As of August 1, 2026, the Company received approximately \$150 million of tariff refunds, of which approximately \$100 million reduced our Cost of Merchandise Sold. A portion of the refund was recorded as a reduction of inventory, shared with our vendor partners, and invested to deliver greater value to our customers.

The Company's remaining IEEPA refund claims continue to be accounted for as gain contingencies and will be recorded once realized or realizable. Uncertainty remains regarding the timing, amount and ultimate receipt of any further refunds, and as such, no additional amounts have been recognized in the consolidated financial statements for these remaining claims.

Recent Accounting Pronouncements

Accounting Standards Issued but not yet Effective

In 2024, the Financial Accounting Standards Board ("FASB") issued ASU No. 2024-03, Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses ("ASU 2024-03"), which requires disaggregation of certain expense captions into specified categories in disclosures within the footnotes to the financial statements. For public entities, the provisions within ASU 2024-03 are effective for the first annual reporting period beginning after December 15, 2026, and for interim periods of fiscal years beginning after December 15, 2027. The provisions within ASU 2024-03 are required to be applied prospectively; however, they may be applied retrospectively for all comparative periods following the effective date. We are currently assessing the impact the adoption of ASU 2024-03 will have on our consolidated financial statement disclosures.

In September 2025, the FASB issued ASU No. 2025-06, Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software ("ASU 2025-06"), which requires software capitalization to begin when both of the following occur: (1) management has authorized and committed to funding the software project; and (2) it is probable that the project will be completed and the software will be used to perform the function intended. For public entities, the provisions within ASU 2025-06 are effective for the first annual and interim reporting periods beginning after December 15, 2027, with early adoption permitted. The provisions within ASU 2025-06 allow for a prospective, modified, or retrospective transition approach. We are currently assessing the impact the adoption of ASU 2025-06 will have on our consolidated financial statements and related disclosures.

2. Revenue Recognition

The following table summarizes net sales by line of business:

(Dollars in Millions)	Three Months Ended		Six Months Ended	
	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Women's	\$928	\$943	\$1,777	\$1,794
Accessories (including Sephora)	673	673	1,315	1,319
Men's	682	689	1,249	1,273
Home	411	406	780	776
Children's	334	335	643	647
Footwear	290	301	552	587
Net sales	\$3,318	\$3,347	\$6,316	\$6,396

Unredeemed gift cards and merchandise return card liabilities totaled \$220 million as of August 1, 2026, \$275 million as of January 31, 2026, and \$242 million as of August 2, 2025. In the second quarter of 2026 and 2025, net sales of \$23 million and \$28 million, respectively, were recognized from gift cards redeemed in the current period and issued in prior years. Year to date 2026 and 2025, net sales of \$69 million and \$82 million, respectively, were recognized during the current period from gift cards redeemed during the current year and issued in prior years.

3. Debt

Long-term debt, which excludes borrowings on the revolving credit facility, consists of the following secured and unsecured debt:

Maturity (Dollars in Millions)	Effective Rate at Issuance	Coupon Rate	Outstanding		
			August 1, 2026	January 31, 2026	August 2, 2025
2029	7.36%	7.25%	\$42	\$42	\$42
2030	10.25%	10.00%	360	360	360
2031	3.40%	5.13%	320	425	500
2033	6.05%	6.00%	107	112	112
2037	6.89%	6.88%	86	89	101
2045	5.57%	5.55%	427	427	427
Outstanding secured and unsecured senior debt			1,342	1,455	1,542
Unamortized debt discounts and deferred financing costs			(17)	(19)	(22)
Long-term secured and unsecured senior debt			\$1,325	\$1,436	\$1,520
Effective interest rate at issuance			6.49%	6.26%	6.13%

Our estimated fair value of secured and unsecured senior long-term debt is determined using Level 1 inputs, using financial instruments with unadjusted, quoted prices listed on active market exchanges. The estimated fair value of our secured and unsecured senior debt was \$1.2 billion at August 1, 2026 and January 31, 2026, and \$1.1 billion at August 2, 2025.

The interest rate on our 3.375% notes due May 2031 is subject to a coupon adjustment provision within the notes that can cause the interest rate to step up if our long-term debt is downgraded to below a BBB- credit rating by S&P Global Ratings or Baa3 by Moody's Investor Service, Inc., which has occurred in recent years. In total, the interest rate on the notes due May 2031 has increased 175 basis points since their issuance due to the coupon adjustment provision within the notes.

In the second quarter of 2026, we reduced our outstanding debt by \$63 million through repurchases of our notes on the open market, resulting in a gain on extinguishment of debt of \$6 million recognized in net interest expense. Year to date, we have reduced outstanding debt by \$113 million and recognized a \$15 million gain on extinguishment of debt in net interest expense.

In the fourth quarter of 2025, we reduced our outstanding debt by \$87 million through repurchases of our notes on the open market, resulting in a gain on extinguishment of debt of \$11 million recognized in net interest expense.

In the second quarter of 2025, we issued \$360 million aggregate principal amount of 10.000% senior secured notes due 2030 and received proceeds of \$357 million, net of the debt discount. The notes are guaranteed by certain of our subsidiaries. Certain of these guarantees are secured by eleven distribution centers and E-commerce Fulfillment Centers, which are held by our subsidiaries, as well as the equity interests in one of our subsidiaries.

Also in the second quarter of 2025, \$353 million in aggregate principal amount of our 4.25% notes matured and were repaid.

Borrowings under the \$1.5 billion revolving credit facility, recorded as short-term debt, were \$0 as of August 1, 2026 and January 31, 2026 and \$75 million as of August 2, 2025.

During the second quarter of 2026, we executed an amendment of our revolving credit agreement that extends the maturity of the revolving credit facility by five years to June 30, 2031.

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Our various debt agreements contain covenants including limitations on additional indebtedness and certain financial tests. As of August 1, 2026, we were in compliance with all covenants of the various debt agreements.

4. Leases

We lease certain property and equipment used in our operations. Our typical store lease has an initial term of 20 to 25 years and four to eight five-year renewal options.

Lease assets represent our right to use an underlying asset for the lease term. Lease assets are recognized at commencement date based on the value of the lease liability and are adjusted for any lease payments made to the lessor at or before commencement date, minus any lease incentives received and any initial direct costs incurred by the lessee.

Lease liabilities represent our contractual obligation to make lease payments and include renewal options that are reasonably certain of being exercised. At the commencement date, the lease liabilities equal the present value of minimum lease payments over the accounting lease term. As the implicit interest rate is not readily identifiable in our leases, we estimate our collateralized incremental borrowing rate to calculate the present value of lease payments.

Leases with a term of 12 months or less are excluded from the balance; we recognize lease expense for these leases on a straight-line basis over the lease term. We combine lease and non-lease components for new and modified leases.

The following tables summarize our operating and finance leases, which are predominately store related, and where they are presented in our Consolidated Financial Statements:

Consolidated Balance Sheets		August 1, 2026	January 31, 2026	August 2, 2025
(Dollars in Millions)	Classification			
Assets				
Operating leases	Operating leases	\$2,297	\$2,338	\$2,363
Finance leases	Property and equipment, net	1,480	1,553	1,612
Total operating and finance leases		\$3,777	\$3,891	\$3,975
Liabilities				
Current				
Operating leases	Current portion of operating leases	96	94	96
Finance leases	Current portion of finance leases and financing obligations	82	76	75
Noncurrent				
Operating leases	Operating leases	2,613	2,650	2,672
Finance leases	Finance leases and financing obligations	1,853	1,919	1,959
Total operating and finance leases		\$4,644	\$4,739	\$4,802

Consolidated Statements of Operations		Three Months Ended		Six Months Ended	
(Dollars in Millions)	Classification	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Operating leases	Selling, general, and administrative	\$68	\$68	\$136	\$135
Finance leases					
Amortization of leased assets	Depreciation and amortization	29	27	59	54
Interest on leased assets	Interest expense, net	29	30	58	60
Total operating and finance leases		\$126	\$125	\$253	\$249

Consolidated Statements of Cash Flows	Six Months Ended	
	August 1, 2026	August 2, 2025
(Dollars in Millions)		
Cash paid for amounts included in the measurement of leased liabilities		
Operating cash flows from operating leases	\$137	\$146
Operating cash flows from finance leases	57	59
Financing cash flows from finance leases	40	42

The following table summarizes future lease payments by fiscal year:

(Dollars in Millions)	August 1, 2026		
	Operating Leases	Finance Leases	Total
2026	\$133	\$98	\$231
2027	267	184	451
2028	264	183	447
2029	262	182	444
2030	260	173	433
After 2030	3,518	2,497	6,015
Total lease payments	\$4,704	\$3,317	\$8,021
Amount representing interest	(1,995)	(1,382)	(3,377)
Lease liabilities	\$2,709	\$1,935	\$4,644

Total lease payments include \$3.5 billion related to options to extend operating lease terms that are reasonably certain of being exercised and \$2.5 billion related to options to extend finance lease terms that are reasonably certain of being exercised.

The following table summarizes weighted-average remaining lease term, weighted-average remaining contractually obligated lease term, and weighted-average discount rate:

	August 1, 2026	January 31, 2026	August 2, 2025
Weighted-average remaining term (years)			
Operating leases	18	18	19
Finance leases	18	18	18
Weighted-average remaining contractually obligated term (years)			
Operating leases	4	4	4
Finance leases	4	4	5
Weighted-average discount rate			
Operating leases	7%	6%	6%
Finance leases	6%	6%	6%

The remaining contractually obligated term represents only the remaining noncancelable portion of the leases.

Other lease information is as follows:

(Dollars in Millions)	Six Months Ended	
	August 1, 2026	August 2, 2025
Property and equipment (disposed) acquired through exchange of:		
Finance lease liabilities	(\$22)	(\$5)
Operating lease liabilities	11	20

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Financing Obligations

Historical failed sale-leasebacks that did not qualify for sale-leaseback accounting upon adoption of ASC 842 continue to be accounted for as financing obligations.

The following tables summarize our financing obligations, which are all store related, and where they are presented in our Consolidated Financial Statements:

Consolidated Balance Sheets		August 1, 2026	January 31, 2026	August 2, 2025
(Dollars in Millions)	Classification			
Assets				
Financing obligations	Property and equipment, net	\$34	\$36	\$37
Liabilities				
Current	Current portion of finance leases and financing obligations	10	9	9
Noncurrent	Finance leases and financing obligations	442	446	450
Total financing obligations		\$452	\$455	\$459

Consolidated Statements of Operations		Three Months Ended		Six Months Ended	
(Dollars in Millions)	Classification	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Amortization of financing obligation assets	Depreciation and amortization	\$1	\$1	\$2	\$2
Interest on financing obligations	Interest expense, net	19	19	37	37
Total financing obligations		\$20	\$20	\$39	\$39

Consolidated Statements of Cash Flows		Six Months Ended	
(Dollars in Millions)		August 1, 2026	August 2, 2025
Cash paid for and proceeds from amounts included in the measurement of financing obligations			
Operating cash flows from financing obligations		\$37	\$36
Financing cash flows from financing obligations		4	4
Proceeds from financing obligations		—	10

The following table summarizes future financing obligation payments by fiscal year:

(Dollars in Millions)	August 1, 2026
	Financing Obligations
2026	\$39
2027	80
2028	78
2029	77
2030	75
After 2030	1,012
Total financing obligation payments	\$1,361
Non-cash gain on future sale of property	115
Amount representing interest	(1,024)
Financing obligation liability	\$452

Total financing obligation payments include \$1.0 billion related to options to extend terms that are reasonably certain of being exercised.

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The following table summarizes the weighted-average remaining term, weighted-average remaining contractually obligated term, and weighted-average discount rate for financing obligations:

	August 1, 2026	January 31, 2026	August 2, 2025
Weighted-average remaining term (years)	14	15	15
Weighted-average remaining contractually obligated term (years)	5	5	5
Weighted-average discount rate	16%	16%	16%

The remaining contractually obligated term represents only the remaining noncancelable portion of the financing obligations.

5. Share-Based Awards

In 2019, we issued 1,747,441 stock warrants. The warrants expired on April 18, 2026. All 1,747,441 warrants were unexercised as of the expiration date.

6. Contingencies

We are subject to certain legal proceedings and claims arising out of the ordinary conduct of our business. In the opinion of management, the outcome of these proceedings and claims will not have a material adverse effect on our Consolidated Financial Statements.

7. Income Taxes

The effective tax rate for the second quarter of 2026 was 23.3% compared to 23.8% for the second quarter of 2025. Year to date, the tax rate was 24.1% and 25.0% for 2026 and 2025, respectively.

8. Net Income Per Share

Basic net income per share is net income divided by the average number of common shares outstanding during the period. Diluted net income per share includes incremental shares assumed for share-based awards and stock warrants. The potentially dilutive shares outstanding during the period include unvested restricted stock units, unvested restricted stock awards, and warrants, which utilize the treasury stock method, as well as unvested performance share units that utilize the contingently issuable share method. Potentially dilutive shares are excluded from the computations of diluted earnings per share if their effect would be anti-dilutive.

The information required to compute basic and diluted net income per share is as follows:

(Dollars and Shares in Millions, Except per Share Data)	Three Months Ended		Six Months Ended	
	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Numerator—Net income	\$151	\$153	\$137	\$139
Denominator—Weighted-average shares:				
Basic	113	112	113	112
Dilutive impact	5	2	4	1
Diluted	118	114	117	113
Net Income per share:				
Basic	\$1.34	\$1.37	\$1.22	\$1.24
Diluted	\$1.28	\$1.35	\$1.18	\$1.23

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The following potential shares of common stock were excluded from the diluted net income per share calculation because their effect would have been anti-dilutive:

(Shares in Millions)	Three Months Ended		Six Months Ended	
	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Anti-dilutive shares	1	5	4	6

9. Subsequent Events

On August 18, 2026, the Board of Directors of Kohl's Corporation declared a quarterly cash dividend of \$0.125 per share. The dividend will be paid on September 23, 2026, to all shareholders of record at the close of business on September 9, 2026.

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

For purposes of the following discussion, unless noted, all references to "the quarter" and "the second quarter" are for the three fiscal months (13 weeks) ended August 1, 2026 or August 2, 2025. References to "year to date" and "first half" are for the six fiscal months (26 weeks) ended August 1, 2026 or August 2, 2025. References to "first quarter" are for the three fiscal months (13 weeks) ended May 2, 2026 or May 3, 2025.

This Form 10-Q contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "believes," "anticipates," "plans," "may," "intends," "will," "should," "expects," and similar expressions are intended to identify forward-looking statements. Forward-looking statements include certain statements under Management's Discussion and Analysis and may include comments about our future sales or financial performance and our plans, performance and other objectives, expectations or intentions, such as statements regarding our liquidity, debt service requirements, planned capital expenditures, future store initiatives, adequacy of capital resources and reserves, and the impact of macroeconomic events, including inflation, consumer behavior, and changes in global trade policies, such as tariffs, and our response to such events. Forward-looking statements are based on management's then-current views and assumptions and, as a result, are subject to certain risks and uncertainties that could cause actual results to differ materially from those projected. Any such forward-looking statements are qualified by the important risk factors, described in Part I Item 1A of our 2025 Form 10-K, in Part II Item 1A of our Quarterly Reports on Form 10-Q for the first and second quarters of 2026, or disclosed from time to time in our filings with the SEC, that could cause actual results to differ materially from those predicted by the forward-looking statements. Forward-looking statements relate to the date initially made, and we undertake no obligation to update them. Certain amounts set forth below may not foot or crossfoot due to rounding.

Executive Summary

Kohl's is a leading omnichannel retailer operating 1,151 stores and a website (www.Kohls.com) as of August 1, 2026. Our Kohl's stores and website sell moderately-priced proprietary and national brand apparel, footwear, accessories, beauty, and home products. Our Kohl's stores generally carry a consistent merchandise assortment with some differences attributable to local preferences and store size. Our website includes merchandise which is available in our stores, as well as merchandise that is available only online.

Key financial results for the second quarter include:

- Net sales decreased 0.9%, to \$3.3 billion, with comparable sales down 0.9%.
- Gross margin as a percentage of net sales was 43.0%, an increase of 305 basis points year-over-year.
- Selling, general, and administrative ("SG&A") expenses decreased 0.9%, to \$1.2 billion. As a percentage of total revenue, SG&A expenses were 33.8%, consistent with the prior year.
- Operating income was \$261 million compared to \$279 million in the prior year. As a percentage of total revenue, operating income was 7.4%, a decrease of 45 basis points year-over-year. In the prior year, adjusted non-GAAP operating income was \$161 million and 4.6% of total revenue.^(a)
- Net income was \$151 million, or \$1.28 per diluted share. This compares to net income of \$153 million, or \$1.35 per diluted share in the prior year. In the prior year, adjusted non-GAAP net income was \$64 million, or \$0.56 per adjusted diluted share.^(a)
- Inventory was \$2.9 billion, a decrease of 3% year-over-year.
- Operating cash flow was \$552 million compared to \$598 million in the prior year.
- Tariff refunds of approximately \$150 million were received in the quarter of which approximately \$100 million was recognized within gross margin.

(a) Non-GAAP financial measures. Please see the "GAAP to Non-GAAP Reconciliation" for a reconciliation of adjusted operating income to operating income, adjusted net income to net income, and adjusted diluted earnings per share to diluted earnings per share.

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Our Strategy

Kohl's remains committed to driving long-term shareholder value by providing our customers with great product, great value, and a great experience. We have three key initiatives to achieve this: we offer a curated and more balanced assortment that fulfills needs of all customers, we are reestablishing Kohl's as a leader in value and quality, and we are delivering a frictionless shopping experience across our omnichannel platforms.

Results of Operations

Total Revenue

(Dollars in Millions)	Three Months Ended			Six Months Ended		
	August 1, 2026	August 2, 2025	Change	August 1, 2026	August 2, 2025	Change
Net sales	\$3,318	\$3,347	\$(29)	\$6,316	\$6,396	\$(80)
Other revenue	197	199	(2)	366	383	(17)
Total revenue	\$3,515	\$3,546	\$(31)	\$6,682	\$6,779	\$(97)

Net sales includes revenue from the sale of merchandise, net of expected returns and deferrals due to future performance obligations, and shipping revenue.

Net sales decreased 0.9% in the second quarter of 2026 and 1.2% year to date 2026.

- The decrease in the second quarter was driven by an equal decrease in average transaction value and in transaction volume. The decrease year to date was driven by a 2% decrease in transaction volume offset by an increase in average transaction value of approximately 1%.
- In the second quarter and year to date 2026, Home, Accessories, and Children's net sales performed better than the total Company average. Year to date 2026, Women's net sales also performed better than the total Company average.

(Dollars in Millions)	Three Months Ended			Six Months Ended		
	August 1, 2026	August 2, 2025	Change	August 1, 2026	August 2, 2025	Change
Women's	\$928	\$943	(1.6%)	\$1,777	\$1,794	(0.9%)
Accessories (including Sephora)	673	673	—	1,315	1,319	(0.3%)
Men's	682	689	(1.0%)	1,249	1,273	(1.9%)
Home	411	406	1.2%	780	776	0.5%
Children's	334	335	(0.3%)	643	647	(0.6%)
Footwear	290	301	(3.7%)	552	587	(6.0%)
Net sales	\$3,318	\$3,347	(0.9%)	\$6,316	\$6,396	(1.2%)

Comparable sales decreased 0.9% in the second quarter of 2026 and 1.0% year to date 2026. Comparable sales is a measure that highlights the performance of our stores and digital channel by measuring the change in sales for a period over the comparable, prior-year period of equivalent length. Comparable sales includes all store and digital sales, except sales from stores open less than twelve months, stores that have been closed, and stores that have been relocated where square footage has changed by more than 10%.

Digital sales increased 2.8% in the second quarter of 2026 and 3.4% year to date 2026. Digital penetration represented 27% of net sales in the second quarter of 2026 and 26% year to date 2026, compared to 26% in the second quarter of 2025 and 25% year to date 2025. We measure the change in digital sales by including all sales initiated online or through mobile applications, including omnichannel transactions which are fulfilled through our stores. We measure digital penetration as digital sales over net sales. These amounts do not take into consideration fulfillment node, digital returns processed in stores, and coupon behaviors.

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Comparable sales and digital penetration measures vary across the retail industry. As a result, our comparable sales calculation and digital penetration may not be consistent with the similarly titled measures reported by other companies.

Other revenue includes revenue from credit card operations, third-party advertising on our website, unused gift cards and merchandise return cards (breakage), commissions from our third-party digital marketplace, and other non-merchandise revenue.

Other revenue decreased \$2 million in the second quarter of 2026 and \$17 million year to date 2026, due to lower revenue from our credit card operations. This was driven by lower late fees and finance charges partially offset by lower write-off activity.

Cost of Merchandise Sold and Gross Margin

(Dollars in Millions)	Three Months Ended			Six Months Ended		
	August 1, 2026	August 2, 2025	Change	August 1, 2026	August 2, 2025	Change
Net sales	\$3,318	\$3,347	\$(29)	\$6,316	\$6,396	\$(80)
Cost of merchandise sold	1,893	2,011	(118)	3,695	3,845	(150)
Gross margin	\$1,425	\$1,336	\$89	\$2,621	\$2,551	\$70
Gross margin as a percent of net sales	43.0%	39.9%	305 bps	41.5%	39.9%	162 bps

Cost of merchandise sold includes the total cost of products sold, including product development costs, net of vendor payments other than reimbursement of specific, incremental, and identifiable costs; inventory shrink; markdowns; freight expenses associated with moving merchandise from our vendors to our distribution centers; shipping expenses for digital sales; terms cash discount; and amounts due to Sephora for their share of operating profits under the Sephora arrangement. Our cost of merchandise sold may not be comparable with that of other retailers because we include distribution center and buying costs in selling, general, and administrative expenses while other retailers may include these expenses in cost of merchandise sold.

Gross margin is calculated as net sales less cost of merchandise sold. For the second quarter of 2026, gross margin was 43.0% of net sales and 41.5% of net sales year to date 2026, an increase of 305 and 162 basis points to last year, respectively. The increase was driven by tariff refunds, partially offset by repayments to vendors and investments to drive value for our customers.

Selling, General, and Administrative Expense

(Dollars in Millions)	Three Months Ended			Six Months Ended		
	August 1, 2026	August 2, 2025	Change	August 1, 2026	August 2, 2025	Change
SG&A	\$1,188	\$1,199	\$(11)	\$2,333	\$2,363	\$(30)
As a percent of total revenue	33.8%	33.8%	0 bps	34.9%	34.9%	6 bps

SG&A includes compensation and benefit costs (including stores, corporate, buying, and distribution centers); occupancy and operating costs of our retail, distribution, and corporate facilities; freight expenses associated with moving merchandise from our distribution centers to our retail stores and among distribution and retail facilities other than expenses to fulfill digital sales; marketing expenses, offset by vendor payments for reimbursement of specific, incremental, and identifiable costs; expenses related to our credit card operations; and other administrative revenues and expenses. We do not include depreciation and amortization in SG&A. The classification of these expenses varies across the retail industry.

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Many of our expenses, including store payroll and distribution costs, are variable in nature. These costs generally increase as sales increase and decrease as sales decrease. We measure our expenses as a percentage of revenue and changes in this percentage compared to the prior year. If the expense as a percent of revenue decreased from the prior year, the expense "leveraged." If the expense as a percent of revenue increased over the prior year, the expense "deleveraged."

The following table summarizes the changes in SG&A by expense type:

(Dollars in Millions)	Three Months Ended	Six Months Ended
	August 1, 2026	August 1, 2026
Corporate and other	\$(5)	\$(22)
Store expenses	(9)	(10)
Distribution	2	1
Marketing	1	1
Total decrease	\$(11)	\$(30)

During the second quarter, SG&A expenses decreased \$11 million, or 0.9%, to \$1.2 billion. As a percentage of revenue, SG&A was flat to last year. Year to date 2026, SG&A expenses decreased \$30 million, or 1.3%, to \$2.3 billion. As a percentage of revenue, SG&A deleveraged by 6 basis points. The decreases for both periods were driven by expense savings across stores, corporate, and credit, which are included in corporate and other costs.

Other Expenses

(Dollars in Millions)	Three Months Ended			Six Months Ended		
	August 1, 2026	August 2, 2025	Change	August 1, 2026	August 2, 2025	Change
Depreciation and amortization	\$173	\$175	\$(2)	\$347	\$350	\$(3)
Impairments, store closing, and other costs	—	11	(11)	—	11	(11)
(Gain) on legal settlement	—	(129)	129	—	(129)	129
Interest expense, net	63	78	(15)	126	154	(28)

The decreases in depreciation and amortization in the second quarter and year to date 2026 were driven by lower capital spend.

In the second quarter of 2025, we recognized \$11 million of Impairments, store closing, and other costs. Included in this amount was \$11 million of non-cash charges related to asset impairments, \$7 million of severance, and \$4 million of other costs primarily related to the closure of our Monroe, Ohio E-commerce Fulfillment Center. We also reversed \$11 million of other exit costs initially recognized in the fourth quarter of 2024, related to the closure of our San Bernardino, California E-commerce Fulfillment Center and 27 underperforming stores due to favorable landlord negotiations.

Also in the second quarter of 2025, Kohl's entered into a settlement agreement to resolve a credit card interchange fee lawsuit in which we were a plaintiff. We recorded a gain, net of legal fees, and received cash of \$129 million.

Net interest expense decreased in the first half of 2026 due to gains on extinguishment of debt recognized in net interest expense and no outstanding balance on the revolving credit facility. The gains on extinguishment of debt resulted from open market purchases of long term debt, totaling \$6 million for the second quarter and \$15 million year to date.

Income Taxes

(Dollars in Millions)	Three Months Ended			Six Months Ended		
	August 1, 2026	August 2, 2025	Change	August 1, 2026	August 2, 2025	Change
Provision for income taxes	\$47	\$48	\$(1)	\$44	\$46	\$(2)

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The effective tax rate for the second quarter of 2026 was 23.3% compared to 23.8% for the second quarter of 2025. Year to date, the tax rate was 24.1% and 25.0% for 2026 and 2025, respectively.

GAAP to Non-GAAP Reconciliation

In addition to reporting our financial results in accordance with U.S. GAAP, this Quarterly Report on Form 10-Q contains certain non-GAAP financial results, including adjusted operating income, adjusted net income, and adjusted diluted earnings per share for the prior year. These adjusted results exclude the gains, impairments, other costs, and reversals associated with the closing of 27 underperforming stores, our San Bernardino, California and Monroe, Ohio E-commerce Fulfillment Centers and settlement of a credit card interchange fee lawsuit, as we believe such items are not representative of our normal business activity. We believe these non-GAAP measures are useful, as they are more representative of our core business, enhance comparability across reporting periods and to industry peers, and align with the measures used by management to evaluate the Company's performance. The adjusted, non-GAAP results are provided and should be evaluated in addition to, and not as an alternative for, our results reported in accordance with GAAP. Shown in the following table is a reconciliation of each non-GAAP measure referenced throughout this report to the most comparable GAAP measure. No adjustments were made to our results for the first half of fiscal 2026 and therefore these results are not included in the following table. Operating income was \$261 million and \$307 million in the second quarter and first half of 2026. Net income was \$151 million, or \$1.28 per diluted share, and \$137 million, or \$1.18 per diluted share, in the second quarter and first half of 2026.

(Dollars in Millions, Except per Share Data)	Operating Income	Net Income	Diluted Earnings per Share
Three months ended August 2, 2025			
GAAP	\$279	\$153	\$1.35
Impairments, store closing, and other costs	11	11	0.10
(Gain) on legal settlement	(129)	(129)	(1.14)
Income tax impact of items noted above	—	29	0.25
Adjusted (non-GAAP)	\$161	\$64	\$0.56
Six months ended August 2, 2025			
GAAP	\$339	\$139	\$1.23
Impairments, store closing, and other costs	11	11	0.10
(Gain) on legal settlement	(129)	(129)	(1.14)
Income tax impact of items noted above	—	29	0.25
Adjusted (non-GAAP)	\$221	\$50	\$0.44

Inflation, Global Economic Conditions, and Trade Policies

We expect that our operations will continue to be influenced by general economic conditions, including food, fuel and energy prices, unemployment levels, wage inflation, and costs to source our merchandise, including tariffs. During 2025, the U.S. government utilized the IEEPA to impose additional tariffs on a broad range of imports, including certain consumer goods. On February 20, 2026, the U.S. Supreme Court issued a ruling in *Learning Resources, Inc. v. Trump* striking down certain tariffs previously imposed under IEEPA. Following this decision, the U.S. administration invoked Section 122 of the Trade Act of 1974 to impose new tariffs on imports, effective February 24, 2026. Although the U.S. Court of International Trade issued a ruling finding the Section 122 tariffs unlawful in May 2026, duty collections continued under a judicial stay until the 150-day statutory window expired on July 24, 2026. The administration subsequently transitioned to replacement trade actions, implementing new tariffs under authorities such as Section 301. We continue to pay applicable duties under these authorities, while monitoring the legal developments. The global trade environment remains fluid and further tariff-related actions may increase merchandise costs, affect merchandise availability, and impact our operational results.

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The Company paid approximately \$190 million in IEEPA tariffs during fiscal 2025 and February 2026. We submitted claims seeking approximately \$185 million in refunds of previously paid IEEPA tariffs as part of the Phase 1 and Phase 2 CAPE tariff refunds. As of August 1, 2026, the Company has received approximately \$150 million in refund payments. The Company's remaining IEEPA refund claims continue to be accounted for as gain contingencies. Uncertainty remains regarding the timing, amount and ultimate receipt of any further refunds.

To mitigate the impact of these tariffs, the Company took proactive measures to reduce our exposure to tariffs by leveraging our diverse factory network to move production, adjusting orders based on pricing elasticity analyses, and working closely with our supplier and vendor base to proactively manage any impacts, with the goal of continuing to drive value to our customers. There can be no assurances that such factors will not impact our business in the future.

Liquidity and Capital Resources

Capital Allocation

Our capital allocation strategy is to invest to maximize our overall long-term return and maintain a strong balance sheet. We follow a disciplined approach to capital allocation based on the following priorities: first, we invest in our business to drive long-term profitable growth; second, we pay a quarterly dividend; third, we will capitalize on opportunities to further reduce our debt and overall leverage when appropriate; and fourth, we return excess cash to shareholders through our share repurchase program.

We will continue to invest in the business, as we plan to invest approximately \$350 to \$400 million in capital expenditures in 2026 towards our strategic priorities. On August 18, 2026, our Board of Directors declared a quarterly cash dividend of \$0.125 per share. The dividend will be paid on September 23, 2026, to all shareholders of record at the close of business on September 9, 2026. During the second quarter of 2026, we reduced our outstanding debt by \$63 million aggregate principal through repurchases of various notes on the open market. Year to date, we have reduced our outstanding debt by \$113 million through repurchases. Under our existing \$3 billion board authorization, we are resuming our share repurchase program with plans to buy back approximately \$100 million in stock in 2026.

Our period-end cash and cash equivalents balance increased to \$821 million from \$174 million in the second quarter of 2025. Our Cash and cash equivalents balance includes short-term investments of \$682 million and \$17 million as of August 1, 2026, and August 2, 2025, respectively. Our investment policy is designed to preserve principal and liquidity of our short-term investments. This policy allows investments in large money market funds or in highly rated direct short-term instruments. We also place dollar limits on our investments in individual funds or instruments.

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The following table presents our primary uses and sources of cash:

Cash Uses	Cash Sources
• Operational needs, including compensation and benefit costs, rent, taxes, and other operating costs • Inventory • Capital expenditures • Dividend payments • Debt repayments and repurchases • Share repurchases	• Cash flow from operations • Line of credit under our revolving credit facility • Issuance of debt

(Dollars in Millions)	Six Months Ended		
	August 1, 2026	August 2, 2025	Change
Net cash provided by (used in):			
Operating activities	\$478	\$506	\$(28)
Investing activities	(153)	(179)	26
Financing activities	(178)	(287)	109

Operating Activities

Our operating cash outflows generally consist of payments to our employees for wages, salaries and other employee benefits, payments to our merchandise vendors for inventory (net of vendor allowances), payments to our shipping carriers, and payments to our landlords for rent. Operating cash outflows also include payments for income taxes and interest payments on our debt borrowings.

Operating activities provided \$478 million of cash in the first half of 2026 compared to \$506 million in the first half of 2025. The decrease in cash provided by operating activities is primarily driven by timing of payments.

Investing Activities

Our investing cash outflows include payments for capital expenditures, including investments in new and existing stores, improvements to supply chain, and technology costs. Our investing cash inflows are generally from proceeds from sales of property and real estate.

Investing activities used \$153 million in the first half of 2026 compared to \$179 million in the first half of 2025. The decrease in cash used in investing activities was primarily driven by our reduced capital expenditure plans for fiscal 2026.

In 2026, we anticipate capital expenditures of approximately \$350 to \$400 million as we continue to invest in our business, including enhancing omnichannel capabilities.

Financing Activities

Our financing strategy is to ensure adequate liquidity and access to capital markets. We also strive to maintain a balanced portfolio of debt maturities, while minimizing our borrowing costs. Our ability to access the public debt market has provided us with adequate sources of liquidity. Our continued access to these markets depends on multiple factors, including the condition of debt capital markets, our operating performance, and our credit ratings.

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During the second quarter of 2026, S&P upgraded their outlook to stable.

As of August 1, 2026, our corporate credit ratings and outlook were as follows:

	Moody's	S&P	Fitch
Corporate credit	B2	B+	BB-
Outlook	Positive	Stable	Negative

The interest rate on our 3.375% notes due May 2031 is subject to a coupon adjustment provision within the notes that can cause the interest rate to step up if our long-term debt is downgraded to below a BBB- credit rating by S&P Global Ratings or Baa3 by Moody's Investor Service, Inc., which has occurred in recent years. In total, the interest rate on the notes due May 2031 has increased 175 basis points since their issuance due to the coupon adjustment provision within the notes.

The majority of our financing activities generally include proceeds from and/or repayments of borrowings under our revolving credit facility and long-term debt, dividend payments, and repurchases of common stock. Financing cash outflows also include payments to our landlords for leases classified as finance leases and financing obligations.

Financing activities used \$178 million of cash in the first half of 2026 compared to \$287 million of cash in the first half of 2025.

Cash dividend payments were \$28 million (\$0.25 per share) in both the first half of 2026 and the first half of 2025.

In the first half of 2026, we had no net activity on our \$1.5 billion credit facility, compared to net repayments of \$215 million in the first half of 2025. Borrowings outstanding under the revolving credit facility, recorded as short-term debt, were \$0 as of August 1, 2026, and \$75 million as of August 2, 2025.

Also in the first half of 2026, we reduced our outstanding debt by \$113 million aggregate principal through repurchases of various notes on the open market.

In the second quarter of 2025, we issued \$360 million aggregate principal amount of 10.000% senior secured notes due 2030 and received proceeds of \$357 million, net of the debt discount. Also in the second quarter of 2025, \$353 million in aggregate principal amount of our 4.25% notes matured and were repaid.

There was no cash used for treasury stock purchases in the first half of 2026 or 2025. Share repurchases are discretionary in nature. The timing and amount of repurchases are based upon available cash balances, our stock price, and other factors. Under our existing \$3 billion board authorization, we are resuming our share repurchase program with plans to buy back approximately \$100 million in stock in 2026.

Key Financial Ratios

Key financial ratios that provide certain measures of our liquidity are as follows:

(Dollars in Millions)	August 1, 2026	August 2, 2025
Working capital	\$1,323	\$926
Current ratio	1.49	1.36

Our working capital and inventory levels typically build throughout the fall, peaking during the November and December holiday selling season.

The increases in our working capital and current ratio are driven by an increase in cash and cash equivalents.

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Debt Covenant Compliance

Our senior secured, asset based revolving credit facility contains customary events of default and financial, affirmative and negative covenants, including but not limited to, a springing financial covenant relating to our fixed charge coverage ratio and restrictions on indebtedness, liens, investments, asset dispositions, and restricted payments. As of August 1, 2026, we were in compliance with all covenants.

Contractual Obligations

There have been no significant changes in the contractual obligations disclosed in our 2025 Form 10-K.

Off-Balance Sheet Arrangements

We have not provided any financial guarantees arising from arrangements with unconsolidated entities or persons as of August 1, 2026.

We have not created, and are not a party to, any special-purpose or off-balance sheet entities for the purpose of raising capital, incurring debt, or operating our business. We do not have any arrangements or relationships with entities that are not consolidated into our financial statements that are reasonably likely to materially affect our financial condition, liquidity, results of operations, or capital resources.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with U.S. GAAP requires us to make estimates and assumptions that affect reported amounts. Management has discussed the development, selection, and disclosure of its estimates and assumptions with the Audit Committee of our Board of Directors. There have been no significant changes in the critical accounting policies and estimates discussed in our 2025 Form 10-K.

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Item 3. Quantitative and Qualitative Disclosures about Market Risk

There have been no significant changes in the market risks described in our 2025 Form 10-K.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (the "Evaluation") at a reasonable assurance level as of the last day of the period covered by this report.

Based upon the Evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures are effective at the reasonable assurance level. Disclosure controls and procedures are defined by Rule 13a-15(e) of the Securities Exchange Act of 1934 (the "Exchange Act") as controls and other procedures that are designed to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified by the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosures.

It should be noted that the design of any system of controls is based in part upon certain assumptions about the likelihood of future events and there can be no assurance that any design will succeed in achieving our stated goals under all potential future conditions, regardless of how remote.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting during the quarter ended August 1, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

We are not currently party to any material legal proceedings; however, we are subject to certain legal proceedings and claims arising out of the ordinary conduct of our business. In the opinion of management, the outcome of these proceedings and claims will not have a material adverse effect on our Consolidated Financial Statements.

Item 1A. Risk Factors

In addition to the other information set forth in this Quarterly Report on Form 10-Q, careful consideration should be taken of the risk factors discussed in Part I, Item 1A, "Risk Factors," in our Annual Report on Form 10-K for the fiscal year ended January 31, 2026, and in Part II, Item 1A, "Risk Factors" of our Quarterly Report on Form 10-Q for the first quarter of 2026 ended May 2, 2026. These risk factors could materially and adversely affect our business, financial condition, results of operations, and liquidity. Additional risks and uncertainties not currently known to us or that we currently deem immaterial may also have a material adverse effect on our business operations.

There have been no significant changes in the Risk Factors described in our 2025 Form 10-K, other than as set out in our Quarterly Report on Form 10-Q for the quarter ended May 2, 2026, in Item 1A of Part II and as follows:

Changes in global trade policies, tariff imposition, and tariff recoveries could increase our costs, distort gross margin comparability, and disrupt our supply chain.

The majority of goods we source are manufactured outside of the United States, primarily in Asia. Consequently, our business is subject to risks associated with foreign trade, including changes in trade policy. Recent or potential impositions of new or increased tariffs on imported products, or the removal of de minimis thresholds for direct-to-consumer imports, could increase our merchandise costs and have a material adverse effect on our business, results of operations, and liquidity. Following the United States Supreme Court decision invalidating tariffs previously imposed under the IEEPA, we initiated refund claims and have received tariff refunds. Remaining or future refund claims continue to be subject to uncertainty, including with respect to administrative processing, legal entitlement, timing, and ultimate receipt. Following the Supreme Court decision, the U.S. presidential administration took actions to impose tariffs on imports from various countries under alternative authorities, including Section 122 of the Trade Act of 1974, alongside potential actions under other trade authorities. These and other trade and tariff-related actions may be subject to legal challenge, judicial reviews, stays, or appeals, which could result in further volatility in our merchandise costs and supply chain, erode or offset benefits from prior tariff recoveries, cause supply chain delays, or necessitate sourcing realignments. If we are unable to diversify our sourcing, divert production or sourcing away from specific countries to avoid tariffs, or otherwise successfully mitigate the impact of these trade policies, our gross margins, the comparability of our operating results, costs of merchandise sold, results of operations, and competitive position could be adversely affected. Furthermore, retaliatory trade measures by other countries could increase the costs of our operations or limit our access to critical raw materials or merchandise.

Evolving regulations related to ESG, climate change, and sustainability could increase our costs and impose operational restrictions.

Increased governmental focus on climate change and other ESG matters has led to complex and conflicting regulatory requirements, such as increasing state-level regulations related to the use of per- and polyfluoroalkyl substances in merchandise, extended producer responsibility legislation related to packaging and waste, and climate risk and greenhouse gas reporting mandates across federal and state jurisdictions (which remain subject to evolving administrative actions, legal challenges, judicial stays, and potential rescissions or modifications) that require investment in data collection and compliance infrastructure. Failure to meet these standards, or the differing expectations of our stakeholders, may directly or indirectly have a significant impact on the costs of our operations,

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including energy, resources used to produce our products, and compliance costs; result in sales restrictions in certain jurisdictions or regulatory fines; lead to reputational damage; and result in increased scrutiny that could heighten all of the ESG-related risks to which we are subject. Additionally, many of our suppliers may be subject to similar regulations and expectations, which may exacerbate existing risks or create new ones, including risks that may not be known to us. Any of these developments may have a material adverse effect on our business and results of operations.

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

In February 2022, our Board of Directors increased the remaining share repurchase authorization under our existing share repurchase program to \$3.0 billion. Purchases under the repurchase program may be made in the open market, through block trades, and other negotiated transactions. We expect to execute the share repurchase program primarily in open market transactions, subject to market conditions. There is no fixed termination date for the repurchase program, and the program may be suspended, discontinued, or accelerated at any time.

The following table contains information for shares of common stock repurchased and shares acquired from employees in lieu of amounts required to satisfy minimum tax withholding requirements upon the vesting of the employees' stock-based compensation during the three fiscal months ended August 1, 2026:

(Dollars in Millions, Except Share and per Share Data)	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs
May 3 - May 30, 2026	212,987	\$11.77	—	\$2,476
May 31 - July 4, 2026	11,262	\$18.06	—	\$2,476
July 5 - August 1, 2026	3,524	\$16.44	—	\$2,476
Total	227,773	\$12.15	—	

Item 5. Other Information

Securities Trading Arrangements of Directors and Officers

During the three months ended August 1, 2026, no director or Section 16 officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

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Item 6. Exhibits

Exhibit	Description
10.1	Kohl's Corporation 2024 Long-Term Compensation Plan, as amended and restated effective May 20, 2026, incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K filed on May 21, 2026.
10.2	Form of Executive Performance Share Unit Agreement pursuant to the Kohl's Corporation 2024 Long Term Compensation Plan, as amended and restated effective May 20, 2026, incorporated by reference to Exhibit 10.3 of the Company's Current Report on Form 8-K filed on June 15, 2026.
10.3	Form of Executive Restricted Stock Unit Agreement pursuant to the Kohl's Corporation 2024 Long Term Compensation Plan, as amended and restated effective May 20, 2026.
10.4	Form of Non-Employee Directors Restricted Stock Agreement pursuant to the Kohl's Corporation 2024 Long Term Compensation Plan, as amended and restated effective May 20, 2026.
10.5	Form of Non-Employee Directors Deferred Restricted Stock Unit Agreement pursuant to the Kohl's Corporation 2024 Long Term Compensation Plan, as amended and restated effective May 20, 2026.
10.6	Offer Letter between Kohl's, Inc. and Elliott Rodgers, dated June 8, 2026, incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K filed on June 15, 2026.
10.7	Form of Executive Compensation Agreement between Kohl's, Inc. and Elliott Rodgers, incorporated by reference to Exhibit 10.2 of the Company's Current Report on Form 8-K filed on June 15, 2026.
10.8	Amendment No. 2 to Credit Agreement, dated June 30, 2026, by and among Kohl's Corporation, Kohl's, Inc., the other borrowers and guarantors party thereto, and Wells Fargo, National Association, as Agent, incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K filed on July 1, 2026.
31.1	Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibits 101)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Kohl's Corporation
(Registrant)

Date: September 3, 2026

/s/ Jill Timm

Jill Timm

On behalf of the Registrant and as Chief Financial Officer
(Principal Financial Officer)

RESTRICTED STOCK UNIT AGREEMENT

<u>Executive</u>	<u>Grant Date</u>	<u>Number of Restricted Stock Units</u>

RECITALS:

The Company and Executive have previously entered into an Executive Compensation Agreement (the “Executive Compensation Agreement”) setting forth some of the terms of Executive’s employment and post-employment relationships with Company.

The Compensation Committee of the Board of Directors (the “Committee”) has determined to award to the Executive Restricted Stock Units, subject to the restrictions contained herein, pursuant to the Company’s 2024 Long-Term Compensation Plan, as amended and restated effective May 20, 2026 (the “Plan”). All terms used herein and not otherwise defined shall have the same meaning as set forth in the Plan.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises set forth in this Restricted Stock Unit Agreement (this “Agreement”) and the benefits that the Company expects to derive in connection with the services to be hereafter rendered to it or its subsidiaries by the Executive, the Company and the Executive hereby agree as follows:

ARTICLE I Defined Terms

1.1.Cause. Cause shall have the meaning set forth in the Executive Compensation Agreement.

1.2.Disability. Disability shall have the meaning set forth in the Executive Compensation Agreement. Notwithstanding the foregoing, in the event this Award is subject to Section 409A of the Code, no event or set of circumstances will constitute a “Disability” for purposes of this Award unless the Executive is also “disabled” as defined in Treasury Regulation Section 1.409A-3(i)(4).

1.3.Good Reason. Good Reason shall have the meaning set forth in the Executive Compensation Agreement.

1.4.Payment Date. The Payment Date with respect to Restricted Stock Units shall be the earliest of (i) the applicable Vesting Date on which such Restricted Stock Units become vested in accordance with this Agreement, (ii) Executive’s death, (iii) Executive’s Disability, or (iv) the date of Executive’s termination of employment if and only if such termination accelerates vesting of the Restricted Stock Units pursuant to Section 2.2(c) below.

1.5.Restricted Stock Unit. Restricted Stock Unit shall mean a nonvoting unit of measurement which is deemed for bookkeeping purposes to be the equivalent to one outstanding share of Common Stock (a “Share”) solely for purposes of the Plan and this Agreement. The Restricted Stock Units shall be used solely as a device for the determination of the payment to be made to Executive if such Restricted Stock Units become vested and payable pursuant to Article II below. The Restricted Stock Units shall not be treated as property or as a trust fund of any kind.

Each Restricted Stock Unit granted hereunder is intended to qualify as a Stock Award expressed in terms of Common Stock, as authorized under Paragraph 10 of the Plan.

1.6.Retirement. Retirement shall mean the termination of Executive's employment for any reason other than by the Company for Cause or due to death or Disability, but only to the extent such termination occurs after the Executive is Retirement Eligible.

1.7.Retirement Eligible. Retirement Eligible shall mean the Executive has reached age sixty (60) and has been employed with the Company and/or served as a Director on the Company's Board of Directors for a continuous period of at least five (5) years.

ARTICLE II

Restricted Stock Units

2.1.Award of Restricted Stock Unit. The Company hereby awards to the Executive the number of Restricted Stock Units listed above under the heading "Number of Restricted Stock Units," subject to the restrictions contained herein and the provisions of the Plan.

2.2.Vesting of Restricted Stock Units. Subject to the terms of this Agreement, the Restricted Stock Units shall vest in accordance with the following schedule:

Vesting Date	Units Vesting

(a) Termination By Company for Cause or By Executive Other Than for Good Reason. If Executive's employment is terminated in accordance with the Executive Compensation Agreement by the Company for Cause at any time or by Executive other than for Good Reason prior to the date the Executive is Retirement Eligible, the vesting of the Restricted Stock Units shall, on the date of such termination, cease and any unvested Restricted Stock Units shall be forfeited by Executive and revert to the Company.

(b) Executive's Death or Disability. In the event of Executive's death or Disability while employed by the Company, the Restricted Stock Units shall, upon such death or Disability, vest immediately.

(c) Termination By Company Without Cause or By Executive for Good Reason. If Executive's employment is terminated in accordance with the Executive Compensation Agreement by the Company without Cause or by the Executive for Good Reason prior to the date the Executive is Retirement Eligible, subject to Section 2.4 below, any Restricted Stock Units that are scheduled to vest in the period following the date of Executive's termination of employment equal to the period of base salary used to calculate Executive's Severance Payment (defined in the Executive Compensation Agreement) under the Executive Compensation Agreement (such period, the "Severance Period") shall, upon such termination, vest immediately.

(d) Retirement. If Executive's employment is terminated due to Retirement, Executive shall continue to vest in the Restricted Stock Units granted pursuant to this Agreement following the date of Retirement as if the Executive were still employed with the Company as of each Vesting Date set forth in the vesting schedule above; provided, however, the foregoing shall

not apply to any Retirement that occurs prior to the first Vesting Date set forth in the vesting schedule above. Notwithstanding the foregoing, if Executive's employment is terminated due to Retirement prior to the first Vesting Date set forth in the vesting schedule above and is also a termination by the Company without Cause or by the Executive for Good Reason in accordance with the Executive Compensation Agreement, Executive shall continue to vest in the Restricted Stock Units granted pursuant to this Agreement for the Severance Period following the date of Retirement as if the Executive were still employed with the Company.

(e) Change of Control. In the event of a Change of Control, any outstanding Restricted Stock Units shall be subject to the provisions set forth in Paragraph 19 of the Plan, provided, however, any references to "cause" and "good reason" used in Paragraph 19 of the Plan shall be interpreted by applying the definitions of "cause" and "good reason" set forth in the Executive Compensation Agreement.

2.3.Prohibition Against Transfer. The Restricted Stock Units may not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) by Executive, or be subject to execution, attachment or similar process. Any transfer in violation of this Section 2.3 shall be void and of no further effect.

2.4.Release. As a condition to the accelerated vesting of certain Restricted Stock Units in Section 2.2(c) above, in the event of Executive's termination of employment in accordance with the Executive Compensation Agreement by the Company without Cause or by Executive for Good Reason, Executive (i) shall be required to execute a written release agreement in a form satisfactory to the Company containing, among other items, a general release of claims against the Company, and (ii) must not exercise any right to revoke such release agreement during any applicable rescission period ((i) and (ii), the "Release Conditions"). If Executive fails to satisfy the Release Conditions within sixty (60) days of the Executive's termination of employment, all outstanding Restricted Stock Units shall be forfeited.

2.5.Share Delivery. On the Payment Date, or within sixty (60) days following the Payment Date for any Payment Date that is not the applicable Vesting Date, the Company shall deliver to Executive a number of Shares (either by delivering one or more certificates for such shares or by entering such shares in book entry form, as determined by the Company in its sole discretion) equal to the number of Restricted Stock Units subject to this Award that have become vested pursuant to Section 2.2 above.

ARTICLE III

Miscellaneous

3.1.Provisions of the Plan Control. This Agreement shall be governed by the provisions of the Plan, the terms and conditions of which are incorporated herein by reference. The Plan empowers the Committee to make interpretations, rules and regulations thereunder, and, in general, provides that determinations of such Committee with respect to the Plan shall be binding upon the Executive. A copy of the Plan will be delivered to the Executive upon reasonable request.

3.2.References to Executive Compensation Agreement. All references to the Executive Compensation Agreement herein shall refer to the Executive Compensation Agreement in effect on the date of grant of Restricted Stock Units. Notwithstanding that, at the time of a termination of Executive's employment, the Executive and Company may no longer be parties to such Executive Compensation Agreement or may have amended such Executive Compensation

Agreement, this Agreement shall be interpreted as if such Executive Compensation Agreement were still in place (including any requirements to give notice, etc.).

3.3.No Rights as Shareholder. Executive shall not have any right to exercise the rights or privileges of a shareholder with respect to any Restricted Stock Units or Shares distributable with respect to any Restricted Stock Units until such Shares are distributed.

3.4.Dividend Equivalents. On the Payment Date, in addition to the Shares deliverable under Section 2.5 above, the Company shall issue the Executive or Executive's beneficiary that number of Shares equal to the "Dividend Equivalent Amount." The Dividend Equivalent Amount shall be calculated as of the Payment Date, pursuant to this Section 3.4. In calculating the Dividend Equivalent Amount, the Company shall determine the number of Shares that would have been payable to the Executive if the total number of Restricted Stock Units vested under Section 2.2 had been outstanding as Shares from the Grant Date until the Payment Date and in lieu of any regular cash dividends, on the declared payment date of each regular cash dividend otherwise payable on such Shares ("Dividend Date"), the Company had issued Executive a number of additional Shares with a "Dividend Date Market Value" equal to: (i) the per-share dollar amount of the declared dividend multiplied by (ii) the number of Restricted Stock Units vested under Section 2.2 above, plus the number of Shares deemed issued hereunder as dividend equivalents as of the declared record date for the dividend. For purposes of calculating the "Dividend Date Market Value" in the preceding sentence, the Company shall use the closing price of a share of the Company's Common Stock on the New York Stock Exchange on the Dividend Date. Shares issued hereunder shall be issued in fractional shares.

3.5.Taxes. The Company may require payment of or withhold any income or employment tax from any amount payable under this Agreement or from any other compensation payable to Executive as is required under law with respect to this Agreement, including, as necessary, the right to withhold from other wages payable to Executive to satisfy the Company's Federal Insurance Contributions Act ("FICA") tax withholding obligation in the taxable year that any portion of this Award is no longer subject to a substantial risk of forfeiture as such term is defined under the FICA regulations, and the Company may defer making delivery with respect to Shares until arrangements satisfactory to the Company have been made with regard to any such withholding obligation. In accordance with the Plan, the Company may withhold shares of Common Stock to satisfy such withholding obligations.

3.6.Section 409A. To the extent this Award is or becomes subject to Section 409A, this Agreement shall be interpreted and administered in compliance with the requirements of Section 409A of the Code and any guidance promulgated thereunder, including the final regulations.

3.7.No Employment Rights. The award of the Restricted Stock Units pursuant to this Agreement shall not give the Executive any right to remain employed by the Company or any affiliate thereof.

3.8.Notices. Any notice to be given to the Company under the terms of this Agreement shall be given in writing to the Company in care of its Chief Legal Officer at Kohl's, Inc., N56 W17000 Ridgewood Drive, Menomonee Falls, Wisconsin, 53051. Any notice to be given to the Executive may be addressed to him/her at the address as it appears on the payroll records of the Company or any subsidiary thereof. Any such notice shall be deemed to have been duly given if and when actually received by the party to whom it is addressed, as evidenced by a written receipt to that effect.

3.9.Governing Law. This Agreement and all questions arising hereunder or in connection herewith shall be determined in accordance with the laws of the State of Wisconsin without giving effect to its conflicts of law provisions.

3.10.Suspension or Termination of Award; Clawback. Executive acknowledges that this Agreement is subject to Paragraph 23 of the Plan, including, but not limited to, the forfeiture of the Award in the event that Executive makes an unauthorized disclosure of any Company trade secret or confidential information or breaches any non-competition agreement.

3.11.Award Acceptance. This Award shall not be effective unless the Executive electronically consents to this Agreement via an online platform, access to which will be provided by the Company, indicating the Executive's acceptance of the terms and conditions of this Agreement. By electronically consenting to this Agreement via the online platform, the Executive acknowledges and agrees to the terms and conditions of this Agreement and the Plan.

**RESTRICTED STOCK AGREEMENT
(Non-Employee Directors)**

<u>Director</u>	<u>Grant Date</u>	<u>Number of Restricted Shares</u>

RECITALS:

The Board of Directors of Kohl's Corporation (the "Board") has granted to the director named above (the "Director") shares of the common stock of the Company ("Common Stock"), subject to the restrictions contained herein, pursuant to the Company's 2024 Long-Term Compensation Plan, as amended and restated effective May 20, 2026 (the "Plan"). All terms used herein and not otherwise defined shall have the same meaning as set forth in the Plan.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises set forth in this Restricted Stock Agreement (this "Agreement") and the benefits that the Company expects to derive in connection with the services to be hereafter rendered to it or its subsidiaries by the Director, the Company and the Director hereby agree as follows:

**ARTICLE I
Restricted Shares**

1.1. Award of Restricted Shares. The Company hereby awards to the Director the number of shares of Common Stock listed above under the heading "Number of Restricted Shares" (the "Restricted Shares"), subject to the restrictions contained herein and the provisions of the Plan.

1.2. Vesting of the Restricted Shares.

(a) Vesting Date. Subject to the terms of this Agreement, the Restricted Shares shall vest in accordance with the following schedule:

<u>Vesting Date</u>	<u>Restricted Shares Vesting</u>
Earlier of the 1st anniversary of the Grant Date or the date of the Annual Meeting for the following year	100% of Restricted Shares Granted

(b) Termination Prior to Vesting. Except as otherwise provided in the Plan (i.e., upon death, Disability or a termination of service upon or following a Change of Control), if a Director ceases to be a member of the Board for any reason, the vesting of the Restricted Shares shall immediately cease and any unvested Restricted Shares shall be forfeited by Director and revert to the Company. "Cause" for purposes of Paragraph 19(a) of the Plan shall have the same meaning as "Act of Misconduct" as defined under Paragraph 23(b)(i) of the Plan. The period during which the Restricted Shares are unvested is referred to herein as the "Restricted Period."

1.3. Shareholder Status. Prior to the vesting of the Restricted Shares, the Director shall have the right to vote the Restricted Shares and except as expressly provided otherwise herein, all other rights as a holder of outstanding shares of Common Stock. In lieu of any regular cash

dividends, on the declared payment date of each regular cash dividend otherwise payable on the Restricted Shares (“Payment Date”), the Company shall issue the Director a number of additional shares of Restricted Stock with a Payment Date market value equal to: (i) the per-share dollar amount of the declared dividend multiplied by (ii) the number of the Director’s unvested Restricted Shares as of the declared record date for the dividend. For purposes of calculating the “Payment Date market value” in the preceding sentence, the Company shall use the closing price of a share of the Company’s Common Stock on the New York Stock Exchange on the Payment Date. Such additional Restricted Shares shall be issued in fractional shares, and shall vest on the same terms and conditions as the underlying Restricted Shares to which dividends would have been attributable. Any such additional Restricted Shares shall be subject to the terms of this Agreement. Further, notwithstanding the foregoing, the Director shall not have the right to vote the Restricted Shares with respect to record dates occurring after any of the Restricted Shares revert to the Company pursuant to Section 1.2(b) hereof. Until the Restricted Shares vest pursuant to Section 1.2 hereof, the Company shall retain custody of the stock certificates representing the Restricted Shares or shall designate them as restricted in book entry form. As soon as practicable after the lapse of the restrictions, the Company shall release or cause to be released any restrictions noted on the certificate or book entry notation regarding the shares of Common Stock so released.

1.4.Prohibition Against Transfer. During the Restricted Period, the Restricted Shares may not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) by the Director, or be subject to execution, attachment or similar process. Any transfer in violation of this Section 1.4 shall be void and of no further effect.

ARTICLE II

Miscellaneous

2.1.Provisions of the Plan Control. This Agreement shall be governed by the provisions of the Plan, the terms and conditions of which are incorporated herein by reference. The Plan empowers the Board’s Compensation Committee to make interpretations, rules and regulations thereunder, and, in general, provides that determinations of such Committee with respect to the Plan shall be binding upon the Director. A copy of the Plan will be delivered to the Director upon reasonable request.

2.2.Taxes. The Company may require payment or withhold any tax it believes it is required to withhold, if any, as a result of the grant or vesting of the Restricted Shares or any payments thereon or in connection therewith.

2.3.Notices. Any notice to be given to the Company under the terms of this Agreement shall be given in writing to the Company in care of its Chief Legal Officer at Kohl’s, Inc., N56 W17000 Ridgewood Drive, Menomonee Falls, Wisconsin, 53051. Any notice to be given to the Director may be addressed to him or her at the address as it appears on the records of the Company or any subsidiary thereof. Any such notice shall be deemed to have been duly given if and when actually received by the party to whom it is addressed, as evidenced by a written receipt to that effect.

2.4.Governing Law. This Agreement and all questions arising hereunder or in connection herewith shall be determined in accordance with the laws of the State of Wisconsin without giving effect to its conflicts of law provisions.

**DEFERRED RESTRICTED STOCK UNIT AGREEMENT
(Non-Employee Directors)**

<u>Director</u>	<u>Grant Date</u>	<u>Number of Deferred Restricted Stock Units</u>

RECITALS:

Pursuant to the Kohl's Corporation Non-Employee Director Compensation Policy, the director named above (the "Director") has timely elected to receive Deferred Restricted Stock Units as his or her annual equity grant for the period following the Grant Date specified above. Accordingly, the Board of Directors of Kohl's Corporation (the "Board") has granted to the Director Deferred Restricted Stock Units, subject to the restrictions contained herein, pursuant to the Company's 2024 Long-Term Compensation Plan, as amended and restated effective May 20, 2026 (the "Plan"). All terms used herein and not otherwise defined shall have the same meaning as set forth in the Plan.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises set forth in this Deferred Restricted Stock Unit Agreement (this "Agreement") and the benefits that the Company expects to derive in connection with the services to be hereafter rendered to it or its subsidiaries by the Director, the Company and the Director hereby agree as follows:

**ARTICLE I
Defined Terms**

1.1.Separation Date. The Separation Date with respect to Deferred Restricted Stock Units shall be the date of the Director's retirement from the Board or other separation from service with the Company, as determined in accordance with Section 409A(2)(A) (i) of the Internal Revenue Code of 1986, as amended from time to time (the "Code") and Treasury Regulation Section 1.409A-1(h).

1.2.Deferred Restricted Stock Unit. Deferred Restricted Stock Unit shall mean a nonvoting unit of measurement which is deemed for bookkeeping purposes to be the equivalent to one outstanding share of Common Stock (a "Share") solely for purposes of the Plan and this Agreement. The Deferred Restricted Stock Units shall be used solely as a device for the determination of the payment to be made to the Director if such Deferred Restricted Stock Units become vested and payable pursuant to Article II below. The Deferred Restricted Stock Units shall not be treated as property or as a trust fund of any kind. Each Deferred Restricted Stock Unit granted hereunder is intended to qualify as a Stock Award expressed in terms of Common Stock, as authorized under Paragraph 10 of the Plan.

ARTICLE II
Deferred Restricted Stock Units

2.1.Award of Deferred Restricted Stock Units. The Company hereby awards to the Director the number of Deferred Restricted Stock Units listed above under the heading “Number of Deferred Restricted Stock Units,” subject to the restrictions contained herein and the provisions of the Plan.

2.2.Vesting of Deferred Restricted Stock Units.

(a) Vesting Date. Subject to the terms of this Agreement, the Deferred Restricted Stock Units shall vest in accordance with the following schedule:

Vesting Date	Units Vesting
Earlier of the 1st anniversary of the Grant Date or the date of the Annual Meeting for the following year	100% of Units Granted

(b) Termination Prior to Vesting. Except as otherwise provided in the Plan (i.e., upon death, Disability or a termination of service upon or following a Change of Control), if a Director ceases to be a member of the Board for any reason, the vesting of the Deferred Restricted Stock Units shall immediately cease and any unvested Deferred Restricted Stock Units shall be forfeited by Director. “Cause” for purposes of Paragraph 19(a) of the Plan shall have the same meaning as “Act of Misconduct” as defined under Paragraph 23(b)(i) of the Plan.

2.3.Prohibition Against Transfer. The Deferred Restricted Stock Units may not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) by the Director, or be subject to execution, attachment or similar process. Any transfer in violation of this Section 2.3 shall be void and of no further effect.

2.4.Share Delivery. On the Separation Date, or within thirty (30) days following the Separation Date, the Company shall deliver to the Director a number of Shares (either by delivering one or more certificates for such shares or by entering such shares in book entry form, as determined by the Company in its sole discretion) equal to the number of Deferred Restricted Stock Units subject to this Award that have become vested pursuant to Section 2.2 above.

ARTICLE III
Miscellaneous

3.1.Provisions of the Plan Control. This Agreement shall be governed by the provisions of the Plan, the terms and conditions of which are incorporated herein by reference. The Plan empowers the Board’s Compensation Committee to make interpretations, rules and regulations thereunder, and, in general, provides that determinations of such Committee with respect to the Plan shall be binding upon the Director. A copy of the Plan will be delivered to the Director upon reasonable request.

3.2.No Rights as Shareholder. The Director shall not have any right to exercise the rights or privileges of a shareholder with respect to any Deferred Restricted Stock Units or Shares distributable with respect to any Deferred Restricted Stock Units until such Shares are distributed.

3.3.Dividend Equivalents. On the declared payment date of each regular cash dividend paid on the Company's Shares (the "Dividend Date") between the Grant Date until the date that the Director or Director's beneficiary is paid Shares under Section 2.4 above, the Company shall issue the Director a number of additional Deferred Restricted Stock Units with a Dividend Date market value equal to (i) the per-share dollar amount of the declared dividend multiplied by (ii) the number of Director's outstanding Deferred Restricted Stock Units under this Agreement as of the declared record date for the dividend. For purposes of calculating the "Dividend Date market value" in the preceding sentence, the Company shall use the closing price of a Share of the Company's Common Stock on the New York Stock Exchange on the Dividend Date. Such additional Deferred Restricted Stock Units shall be issued in fractional shares, and shall vest and be payable on the same terms and conditions as the Deferred Restricted Stock Units awarded to Director under Article II of this Agreement.

3.4.Taxes. The Company may require payment or withhold any tax it believes it is required to withhold, if any, as a result of the Shares earned under this Agreement, and the Company may defer making delivery with respect to Shares issuable under this Agreement until arrangements satisfactory to the Company have been made with respect to any such withholding obligations.

3.5.Section 409A. This Deferred Restricted Stock Unit Agreement shall be interpreted and administered in compliance with the requirements of Section 409A of the Code and any guidance promulgated thereunder, including the final regulations.

3.6.Notices. Any notice to be given to the Company under the terms of this Agreement shall be given in writing to the Company in care of its Chief Legal Officer at Kohl's, Inc., N56 W17000 Ridgewood Drive, Menomonee Falls, Wisconsin, 53051. Any notice to be given to the Director may be addressed to him or her at the address as it appears on the records of the Company or any subsidiary thereof. Any such notice shall be deemed to have been duly given if and when actually received by the party to whom it is addressed, as evidenced by a written receipt to that effect.

3.7.Governing Law. This Agreement and all questions arising hereunder or in connection herewith shall be determined in accordance with the laws of the State of Wisconsin without giving effect to its conflicts of law provisions.

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Michael Bender, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Kohl's Corporation;
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.

Dated: September 3, 2026

/s/ Michael Bender

Michael Bender
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Jill Timm, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Kohl's Corporation;
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.

Dated: September 3, 2026

/s/ Jill Timm

Jill Timm

Chief Financial Officer

(Principal Financial Officer)

**CERTIFICATION OF PERIODIC REPORT
BY CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Michael Bender, Chief Executive Officer of Kohl's Corporation (the "Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to the undersigned's knowledge, on the date of this Certification:

1. This Quarterly Report on Form 10-Q of the Company for the quarterly period ended August 1, 2026 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. That the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: September 3, 2026

/s/ Michael Bender

Michael Bender

Chief Executive Officer

(Principal Executive Officer)

**CERTIFICATION OF PERIODIC REPORT
BY CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Jill Timm, Chief Financial Officer of Kohl's Corporation (the "Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to the undersigned's knowledge, on the date of this Certification:

1. This Quarterly Report on Form 10-Q of the Company for the quarterly period ended August 1, 2026 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. That the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: September 3, 2026

/s/ Jill Timm

Jill Timm

Chief Financial Officer

(Principal Financial Officer)
