UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549
FORM 10-Q

(Mark One)

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

For the quarterly period ended December 31, 2025

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____________ to _____________

Commission File Number: **001-39590**

FuboTV Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware	**26-4330545**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)
1290 Avenue of the Americas, New York, NY	**10104**
(Address of Principal Executive Offices)	(Zip Code)

(212) 672-0055
(Registrant’s Telephone Number, Including Area Code)

(Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value $0.0001 per share	FUBO	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 provided pursuant to Section 13(a) of the Exchange Act. ☐

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

As of January 31, 2026, there were 352,715,216 shares of the registrant's Class A common stock, par value $0.0001 per share, and 947,910,220 shares of the registrant’s Class B common stock, par value $0.0001 per share, outstanding.

FuboTV Inc.
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DEFINITIONS

As used in this Quarterly Report on Form 10-Q (“Quarterly Report”), unless expressly indicated or the context otherwise requires:

- “FuboTV Inc.,” “Fubo,” “we,” “us,” “our,” “the Company,” and similar references refer (i) prior to the consummation of the Conversion and Business Combination (each as defined below), to fuboTV Inc., a Florida corporation, and its consolidated subsidiaries, and (ii) after the consummation of the Conversion and Business Combination, to FuboTV Inc., a Delaware corporation, and its consolidated subsidiaries.
- "Business Combination" refers to the transactions contemplated by the Business Combination Agreement pursuant to which (i) Hulu (x) contributed certain assets (the “HL Business Assets”) related to the business of negotiating and administering carriage agreements and similar contracts relating to and for the purpose of the retransmission, distribution, carriage, display or broadcast of any programming service, channel or network on the Hulu Live Service (the “Hulu Live Business”) to Hulu Live, (y) caused Hulu Live to assume only the HL Business Liabilities (as defined in the Business Combination Agreement) and (z) contributed the HL Business and the HL Business Assets to a newly formed entity, Newco, by transferring all of its right, title and interest in, to and under 100% of the equity interests of HL to Newco, (ii) the Company underwent an umbrella partnership C corporation reorganization (the “Up-C Reorganization”) and contributed 100% of the equity interests in a newly formed, wholly-owned subsidiary, Fubo OpCo, to which the Company had previously contributed the Company's business prior to the Closing Date, to Newco in exchange for units in Newco (“Newco Units”), resulting in Hulu holding a number of Newco Units representing, in the aggregate, a 70% economic interest (calculated on a fully-diluted basis) in Newco and the Company holding a number of Newco Units representing, in the aggregate, a 30% economic interest (calculated on a fully-diluted basis) in Newco, and (iii) the Company issued to Hulu shares of Class B Common Stock representing, in the aggregate, a 70% voting interest in the Company (calculated on a fully-diluted basis).
- "Business Combination Agreement" refers to the business combination agreement, dated as of January 6, 2025, by and among the Company, Disney and Hulu.
- "Class A Common Stock" refers to Class A common stock of the Company, $0.0001 par value per share.
- "Class B Common Stock" refers to vote-only Class B common stock of the Company, $0.0001 par value per share.
- "Closing Date" refers to October 29, 2025.
- "Conversion" refers to the conversion of the Company from a Florida corporation to a Delaware corporation pursuant to a plan of conversion that occurred on the Closing Date.
- "Disney" refers to The Walt Disney Company, a Delaware corporation.
- "Fubo Opco" refers to Fubo Services LLC, a Delaware limited liability company and wholly-owned direct subsidiary of Newco.
- "Hulu" refers to Hulu, LLC, a Delaware limited liability company and indirect wholly-owned subsidiary of Disney.
- "Hulu Live" refers to Hulu Live LLC, a Delaware limited liability company and direct wholly-owned subsidiary of Newco.
- “Hulu Live Business” refers to the Hulu + Live TV business which consists of certain assets related to the business of negotiating and administering carriage agreements and similar contracts relating to and for the purpose of the retransmission, distribution, carriage, display or broadcast of any programming service, channel or network on the Hulu Live Service.
- "Hulu Live Service" refers to Hulu’s linear multi-channel subscription video programming distribution service component of the offering known as “Hulu + Live TV.

• "Newco" refers to Fubo Operations LLC, a Delaware limited liability company.

FORWARD-LOOKING STATEMENTS

This Quarterly Report includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These forward-looking statements, which are subject to a number of risks, uncertainties, and assumptions, generally relate to future events or our future financial or operating performance. In some cases, you can identify these statements by forward-looking words such as "believe," "may," "will," "estimate," "continue," "anticipate," "design," "intend," "expect," "could," "plan," "potential," "predict," "seek," "should," "would," "target," "project," "contemplate," or the negative version of these words and other comparable terminology that concern our expectations, strategy, plans, intentions, or projections. Forward-looking statements contained in this Quarterly Report include, but are not limited to, statements regarding our future results of operations and financial position, anticipated cash requirements, industry and business trends, stock-based compensation, revenue recognition, business strategy, plans and market growth, legal proceedings, and our objectives for future operations, including related to investment in our technologies and data capabilities, subscriber acquisition strategies, strategic partnerships, the Business Combination and anticipated benefits therefrom, and our international operations.

We have based the forward-looking statements contained in this Quarterly Report primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations, prospects, business strategy and financial needs. These forward-looking statements are subject to a number of risks, uncertainties, and assumptions, including those described in Part II, Item 1A, "Risk Factors" of this Quarterly Report. These risks are not exhaustive. Other sections of this Quarterly Report include additional factors that could adversely impact our business and financial performance. Moreover, we operate in a very competitive and rapidly changing environment, and new risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties, and assumptions, the forward-looking events and circumstances discussed in this Quarterly Report may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements and you should not place undue reliance on our forward-looking statements.

In addition, forward-looking statements are based upon information available to us as of the date of this Quarterly Report, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely upon these statements.

The forward-looking statements made in this Quarterly Report relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Quarterly Report to reflect events or circumstances after the date of this Quarterly Report or to reflect new information or the occurrence of unanticipated events, except as required by law. You should read this Quarterly Report in conjunction with our audited consolidated financial statements and the related notes thereto as of and for the year ended December 31, 2024 included in our Annual Report on Form 10-K for the year ended December 31, 2024, filed with the Securities and Exchange Commission ("SEC") on March 3, 2025 (the "Annual Report") and the audited consolidated financial statements and the related notes thereto of the Hulu Live Business as of and for the fiscal year ending September 27, 2025 included in our Current Report on Form 8-K/A filed with the SEC on December 23, 2025 (the "HL Business Closing 8-K").

RISK FACTORS SUMMARY

Our business is subject to numerous risks and uncertainties, including those described in Part II, Item 1A. "Risk Factors" in this Quarterly Report. Material risks that may affect our business, operating results and financial condition include, but are not limited to, the following:

- We have incurred operating losses in the past, expect to incur operating losses in the future and may never achieve or maintain profitability.
- We may require additional capital to meet our financial obligations and support planned business growth, and this capital might not be available on acceptable terms or at all.
- Our revenue is subject to seasonality, and if subscriber behavior during certain seasons falls below our expectations, our business may be harmed.
- Our operating results may fluctuate, which makes our results difficult to predict.
- If we fail to effectively manage our growth, our business, operating results, and financial condition may suffer.
- The integration of the historical Fubo business and the Hulu Live Business presents challenges that may result in failure to achieve the anticipated benefits of the Business Combination.
- The long-term nature of certain of our content commitments may limit our operating flexibility and could adversely affect our liquidity and results of operations.
- Our results may be adversely affected if long-term content contracts are not renewed on sufficiently favorable terms.
- If our efforts to attract and retain subscribers are not successful, our business will be adversely affected.
- Our agreements with certain distribution partners may contain parity obligations which limit our ability to pursue unique partnerships.
- If content providers refuse to license streaming content or other rights upon terms acceptable to us, our business could be adversely affected.
- Our content providers impose a number of restrictions on how we distribute and market our products and services, which can adversely affect our business.
- We rely upon Google Cloud Platform and Amazon Web Services to operate certain aspects of our service, and any disruption of or interference with our use of Google Cloud Platform and/or Amazon Web Services would impact our operations and our business would be adversely impacted.
- Our key metrics and other estimates are subject to inherent challenges in measurement, and real or perceived inaccuracies in those metrics may seriously harm and negatively affect our reputation and our business.
- Preparing and forecasting our financial results requires us to make judgments and estimates which may differ materially from actual results, and if our operating and financial performance does not meet the guidance that we provide to the public, the market price of our Class A Common Stock may decline.
- TV streaming is highly competitive and many companies, including large technology and entertainment companies, TV brands, and service operators, are actively focusing on this industry. If we fail to differentiate ourselves and compete successfully with these companies, it will be difficult for us to attract or retain subscribers and our business will be harmed.
- If the technology we use in operating our business fails, is unavailable, or does not operate to expectations, our business and results of operation could be adversely impacted.

- If government regulations relating to the Internet or other areas of our business change, we may need to alter the manner in which we conduct our business and we may incur greater operating expenses.

- We are subject to taxation-related risks in multiple jurisdictions.

- Legal proceedings could cause us to incur unforeseen expenses and could occupy a significant amount of our management's time and attention.

- We may be unable to successfully expand our international operations, and our international expansion plans, if implemented, will subject us to a variety of economic, political, regulatory and other risks.

- The impact of worldwide economic conditions may adversely affect our business, operating results, and financial condition.

- We are subject to a number of legal requirements and other obligations regarding privacy, security, consumer protection and data protection, and any actual or perceived failure to comply with these requirements or obligations could have an adverse effect on our reputation, business, financial condition and operating results.

- Any significant interruptions, delays or discontinuations in service or disruptions in or unauthorized access to our information technology systems or those of third parties that we utilize in our operations, including those relating to cybersecurity or arising from cyber-attacks, could result in a loss or degradation of service, unauthorized disclosure of data, including subscriber and corporate information, or theft of intellectual property, including digital content assets, which could adversely impact our business.

PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

FuboTV Inc.
Condensed Consolidated Balance Sheets
(in thousands, except for share and per share information)

	December 31, 2025 (Unaudited)	September 27, 2025
ASSETS		
Current assets		
Cash and cash equivalents	$ 452,411	$ —
Accounts receivable, net	111,279	6,655
Accounts receivable, net - related party	371,943	—
Prepaid and other current assets	47,191	—
Total current assets	982,824	6,655
Property and equipment, net	5,930	—
Restricted cash	6,148	—
Intangible assets, net	435,736	—
Goodwill	2,614,161	1,296,000
Right-of-use assets	33,782	—
Other non-current assets	16,432	—
Total assets	$ 4,095,013	$ 1,302,655
LIABILITIES, MEZZANINE EQUITY AND SHAREHOLDERS' EQUITY		
Current liabilities		
Accounts payable	$ 56,089	$ —
Accrued expenses and other current liabilities	639,601	370,933
Related party current liabilities	225,773	16,396
Deferred revenue	94,088	—
Convertible notes, net - current portion	144,765	—
Long-term borrowings - current portion	588	—
Current portion of lease liabilities	2,821	—
Total current liabilities	1,163,725	387,329
Convertible notes, net	234,329	—
Deferred tax liabilities	1,397	—
Lease liabilities	31,021	—
Other long-term liabilities	13,504	—
Total liabilities	1,443,976	387,329
COMMITMENTS AND CONTINGENCIES (Note 13)		
Redeemable non-controlling interest	2,375,551	—
Shareholders' equity:		
Class A common stock par value $0.0001: 5,000,000,000 shares and 0 shares authorized at December 31, 2025 and September 27, 2025, respectively; 351,921,075 and 0 shares issued and outstanding at December 31, 2025 and September 27, 2025, respectively	35	—
Class B common stock par value $0.0001: 2,000,000,000 shares and 0 shares authorized at December 31, 2025 and September 27, 2025, respectively; 947,910,220 and 0 shares issued and outstanding at December 31, 2025 and September 27, 2025, respectively	95	—
Additional paid-in capital	281,494	915,326
Accumulated deficit	(5,976)	—
Accumulated other comprehensive loss	(162)	—
Total shareholders' equity	$ 275,486	$ 915,326
TOTAL LIABILITIES, MEZZANINE EQUITY AND SHAREHOLDERS' EQUITY	$ 4,095,013	$ 1,302,655

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

FuboTV Inc.
Condensed Consolidated Statements of Operations and Comprehensive Loss
(Unaudited)
(in thousands, except share and per share amounts)

	Three Months Ended	
	December 31, 2025	**December 28, 2024**
Revenues		
Subscription	$ 292,233	$ —
Related party	1,160,434	$ 1,102,461
Advertising	91,523	—
Other	4,498	3,531
Total revenues	1,548,688	1,105,992
Operating expenses		
Subscriber related expenses	953,516	484,330
Subscriber related expenses - related party	474,264	$ 618,130
Broadcasting and transmission	8,863	—
Sales and marketing	59,250	2,236
Technology and development	13,617	—
General and administrative	35,291	39,883
Depreciation and amortization	24,230	—
Total operating expenses	1,569,031	1,144,579
Operating loss	(20,343)	(38,587)
Other income (expense)		
Interest expense, net	(1,443)	—
Amortization of debt premium, net	3,062	—
Other income	27	—
Total other income (expense)	1,646	—
Loss before income taxes	(18,697)	(38,587)
Income tax provision	(367)	—
Net loss	**(19,064)**	**(38,587)**
Less: Net loss attributable to non-controlling interest	13,088	—
Net loss attributable to common shareholders	**$ (5,976)**	**$ (38,587)**
Other comprehensive loss		
Foreign currency translation adjustment	(162)	—
Comprehensive loss attributable to common shareholders	**$ (6,138)**	**$ (38,587)**
Net loss per share - basic and diluted	$ (0.02)	
Weighted average shares outstanding:		
Basic and diluted	349,096,793	

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

FuboTV Inc.
Condensed Consolidated Statements of Changes in Redeemable Non-controlling interest and Shareholders' Equity
Three Months Ended December 31, 2025
(in thousands, except share and per share amounts)

		Common Stock							
	Redeemable non-controlling interest	Class A Shares	Amount	Class B Shares	Amount	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Shareholders' Equity
Balance at September 27, 2025	$ —	**—**	**—**	**—**	**—**	**915,326**	**—**	**—**	**$ 915,326**
Pre-combination net contributions from Disney	—	—	—	—	—	394,499	—	—	394,499
Effects of reorganization and business combination	—	342,724,309	34	947,910,220	95	1,347,599	—	—	1,347,728
Recognition of redeemable non-controlling interest	2,388,639	—	—	—	—	(2,388,639)	—	—	(2,388,639)
Exercise of stock options	—	28,004	—	—	—	36	—	—	36
Delivery of common stock underlying restricted stock units	—	9,168,762	1	—	—	(1)	—	—	—
Stock-based compensation	—	—	—	—	—	12,674	—	—	12,674
Foreign currency translation adjustment	—	—	—	—	—	—	—	(162)	(162)
Net loss attributable to non-controlling interest	(13,088)	—	—	—	—	—	—	—	—
Net loss attributable to common shareholders	—	—	—	—	—	—	(5,976)	—	(5,976)
Balance at December 31, 2025 (Unaudited)	**$ 2,375,551**	**351,921,075**	**35**	**947,910,220**	**95**	**281,494**	**(5,976)**	**(162)**	**275,486**

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

FuboTV Inc.
Condensed Consolidated Statements of Changes in Shareholders' Equity
Three Months Ended December 28, 2024
(in thousands, except share and per share amounts)

	Common Stock							
	Class A Shares	Amount	Class B Shares	Amount	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Shareholders' Equity
Balance at September 28, 2024	**—**	**—**	**—**	**$ —**	**905,252**	**—**	**—**	**$ 905,252**
Net contribution from Disney	—	—	—	—	42,594	—	—	42,594
Net loss attributable to common shareholders	—	—	—	—	—	(38,587)	—	(38,587)
Balance at December 28, 2024 (Unaudited)	**—**	**—**	**—**	**—**	**947,846**	**(38,587)**	**—**	**909,259**

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

FuboTV Inc.
Condensed Consolidated Statements of Cash Flows
(Unaudited)
(in thousands, except share and per share amounts)

	Three Months Ended	
	December 31, 2025	**December 28, 2024**
Cash flows from operating activities		
Net loss	$ (19,064)	$ (38,587)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	24,230	—
Stock-based compensation	12,695	—
Amortization of debt premium, net	(3,062)	—
Deferred income tax provision	186	—
Amortization of right-of-use assets	519	—
Changes in operating assets and liabilities of business:		
Accounts receivable, net	(398,852)	(481)
Prepaid and other assets	(6,246)	—
Accounts payable	11,179	—
Accrued expenses and other liabilities	184,051	(3,525)
Deferred revenue	(5,487)	—
Lease liabilities	(459)	—
Net cash used in operating activities	(200,310)	(42,593)
Cash flows from investing activities		
Acquisition of Fubo, net of cash acquired	268,056	—
Purchases of property and equipment	(520)	—
Capitalization of internal use software	(3,189)	—
Net cash provided by investing activities	264,347	—
Cash flows from financing activities		
Proceeds from the issuance of common stock	95	—
Pre-combination net contributions from Disney	394,499	42,593
Proceeds from exercise of stock options	36	—
Repayments of notes payable and long-term borrowings	(108)	—
Net cash provided by financing activities	394,522	42,593
Net increase in cash, cash equivalents and restricted cash	458,559	—
Cash, cash equivalents and restricted cash at beginning of period	—	—
Cash, cash equivalents and restricted cash at end of period	$ 458,559	$ —
Supplemental disclosure of cash flows information:		
Interest paid	$ 40	$ —
Income taxes paid	$ 37	$ —
Non-cash financing and investing activities:		
Redeemable non-controlling interest	$ 2,375,551	$ —

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

FuboTV Inc.
Notes to the Condensed Consolidated Financial Statements
(Unaudited)

Note 1 - Organization and Nature of Business

Organization

FuboTV Inc. (the "Company") was incorporated under the laws of the State of Florida in February 2009. In connection with the consummation of the Business Combination (defined below), the Company effected a conversion (the "Conversion") from a Florida corporation to a Delaware corporation on October 29, 2025, and changed its name from fuboTV Inc. to FuboTV Inc. As part of the Conversion, all of the Company's issued and outstanding shares of common stock were automatically converted into issued and outstanding shares of Class A common stock, par value $0.0001 per share, and the Company created a new class of vote-only shares of Class B common stock, par value $0.0001 per share. The Company's Class A common stock is listed on the New York Stock Exchange under the trading symbol "FUBO."

Unless expressly indicated or the context otherwise requires, references to "FuboTV Inc.," "Fubo," "we," "us," "our," "the Company," and similar references refer (i) prior to the consummation of the Conversion and Business Combination, to fuboTV Inc., a Florida corporation, and its consolidated subsidiaries, and (ii) after the consummation of the Conversion and Business Combination, to FuboTV Inc., a Delaware corporation, and its consolidated subsidiaries.

Nature of Business

The Company is principally focused on offering consumers live TV streaming services for sports, news, and entertainment programming. The Company's revenues are almost entirely derived from the sale of subscription services for its Fubo-branded offerings (collectively, the "Fubo Services"), a wholesale fee arrangement under a commercial services agreement with Hulu, LLC ("Hulu") relating to the Hulu Live Service (defined below), and the sale of advertisements in the United States on the Fubo Services and Hulu Live Service. The Company also has operations in several international markets, including Canada, France and Spain.

Business Combination

On October 29, 2025 (the "Closing Date"), the Company completed the transactions contemplated by the Business Combination Agreement, dated as of January 6, 2025 (the "Business Combination Agreement"), by and among the Company, The Walt Disney Company ("Disney") and Hulu, pursuant to which the parties combined the existing Fubo business with the Hulu Live Business (as defined below) (such transactions, collectively, the "Business Combination").

Pursuant to the Business Combination Agreement, on the Closing Date, (i) Hulu (x) contributed certain assets (the "HL Business Assets") related to the business of negotiating and administering carriage agreements and similar contracts relating to and for the purpose of the retransmission, distribution, carriage, display or broadcast of any programming service, channel or network on the Hulu Live Service (as defined below) (the "Hulu Live Business") to Hulu Live LLC ("Hulu Live"), (y) caused Hulu Live to assume only the HL Business Liabilities (as defined in the Business Combination Agreement) and (z) contributed the Hulu Live Business and the HL Business Assets to a newly formed entity, Fubo Operations LLC ("Newco"), by transferring all of its right, title and interest in, to and under 100% of the equity interests of Hulu Live to Newco, (ii) the Company underwent an umbrella partnership C corporation ("up-C") reorganization and contributed 100% of the equity interests in a newly formed, wholly-owned subsidiary, Fubo Services LLC, to which the Company had previously contributed the Company's business prior to the Closing Date, to Newco in exchange for units in Newco ("Newco Units"), resulting in Hulu holding a number of Newco Units representing, in the aggregate, a 70% economic interest (calculated on a fully-diluted basis) in Newco and the Company holding a number of Newco Units representing, in the aggregate, a 30% economic interest (calculated on a fully-diluted basis) in Newco, and (iii) the Company issued to Hulu shares of the Company's Class B common stock representing, in the aggregate, a 70% voting interest in the Company (calculated on a fully-diluted basis). The HL Business Assets include certain carriage agreements, rights under joint subscription agreements and related data and information about its subscribers, advertising or sponsorship agreements exclusively related to Hulu's linear multi-channel subscription video programming distribution service component of the offering known as "Hulu + Live TV" (such service, the "Hulu Live Service"), all other assets (including intellectual property) exclusively related to the Hulu Live Service and all intellectual property constituting the "Live TV" brand.

FuboTV Inc.
Notes to the Condensed Consolidated Financial Statements
(Unaudited)

On the Closing Date, the Company and Hulu, as the members of Newco, adopted an amended and restated limited liability company agreement of Newco, pursuant to which Fubo became the sole managing member of Newco. In addition, the Company entered into certain commercial agreements with Hulu, including a brand licensing agreement and commercial services agreement (the "Commercial Agreement"), pursuant to which, among other things, (i) the Company granted to Hulu the right, license and obligation to distribute the Hulu Live Service via the Hulu platform on a wholesale basis, pursuant to which, during the term of the Commercial Agreement, Hulu pays the Company a wholesale fee initially equal to 95% of the Hulu Live Business’s carriage fee expenses in calendar years 2025 and 2026, escalating to 97.5% in calendar year 2027 and 99% in calendar year 2028 and thereafter, and (ii) certain affiliates of Disney agreed to sell ads on behalf of the Company for the Fubo Services and the Hulu Live Service in exchange for a portion of ad sale revenue. The Commercial Agreement provides for an initial term of five years, renewable for an additional five-year term by mutual agreement.

Note 2 - Summary of Significant Accounting Policies

Principles of Consolidation and Basis of Presentation

The Company’s consolidated financial statements include the accounts of the Company and the accounts of the Company’s wholly-owned subsidiaries and its non-wholly owned subsidiaries where the Company has a controlling interest. Effective as of the closing of the Business Combination, the Company is the sole managing member of Newco with control over all of the day-to-day business affairs and decision-making of Newco. As a result, the Company consolidates the financial results of Newco and reports a non-controlling interest representing the economic interest in Newco held by Hulu. All intercompany balances and transactions have been eliminated in consolidation.

The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) and pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”) for reporting interim financial information. The consolidated financial statements as of and for the three months ended December 31, 2025 and December 28, 2024 are unaudited; however, in the opinion of management, the consolidated financial statements reflect all adjustments, consisting solely of normal and recurring adjustments, necessary for a fair statement of its financial position, results of operations and cash flows for the periods presented. The results of operations of any interim period are not necessarily indicative of the results of operations for the full year.

The Company has accounted for the acquisition consummated pursuant to the Business Combination Agreement as a reverse acquisition of the Company using the acquisition method of accounting in accordance with GAAP, with the Hulu Live Business treated as the accounting acquirer of the Company. Accordingly, commencing with this Quarterly Report on Form 10-Q for the quarter ended December 31, 2025, the historical combined carve-out financial statements of the Hulu Live Business are presented as the historical financial statements of the Company. Based on this determination, the financial statements reflect the Hulu Live Business's acquisition of the historical Fubo business as of the Closing Date, including the recognition of the acquired Fubo business's identifiable assets and liabilities at fair value with the residual recorded as goodwill. Prior to the Business Combination, the Hulu Live Business operated as part of Hulu, which is controlled and consolidated by Disney, and, therefore, its historical financial statements were prepared on a carve-out basis from Disney and Hulu, including allocations of certain corporate costs, shared services, and assets and liabilities that were not historically operated or financed on a standalone basis.

As a result, the financial results and information included herein for the current period reflects (x) the results of the Hulu Live Business prepared on a carve-out basis for the period from September 28, 2025 through October 28, 2025, and excludes Fubo’s results for this period, and (y) the results of combined Fubo and Hulu Live businesses for the period from October 29, 2025 through December 31, 2025. The financial results and information for all historical periods presented herein reflect the results of the Hulu Live Business prepared on a carve-out basis and excludes the results of the historical Fubo business. Therefore, the historical results of the Hulu Live Business are not necessarily comparable to the results of the Company following the Business Combination.

Prior to the closing of the Business Combination, the Hulu Live Business' fiscal year ended on the Saturday closest to September 30, and the Company’s historical fiscal year end was December 31. Effective as of the Closing Date, the Company changed its fiscal year end to September 30, with its first full fiscal year following the Closing Date to end on September 30, 2026. The Hulu Live Business' most recent fiscal year ended on September 27, 2025.

On February 3, 2026, at the recommendation of the Company's board of directors, Hulu, representing a majority of the outstanding voting interests of the Company, approved by written consent amendments to the Company's certificate of incorporation to effect a reverse stock split of the Company's Class A common stock and Class B common stock, at a ratio ranging from any whole number between 1-for-8 and 1-for-12, as determined by the Company's board of directors in its discretion, subject to the board's authority to abandon such amendments (the "Reverse Stock Split Amendment"). The effective date of the Reverse Stock Split Amendment has not been determined.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Management bases its estimates on historical experience and on various other assumptions it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Actual results could differ from those estimates. Those estimates and assumptions include allocating the fair value of purchase consideration to assets acquired and liabilities assumed in business acquisitions, useful lives of intangible assets, recoverability of goodwill and intangible assets, equity instruments issued in share-based payment arrangements, and accounting for income taxes, including the valuation allowance on deferred tax assets.

Segment and Reporting Unit Information

Operating segments are defined as components of an entity for which discrete financial information is available that is regularly reviewed by the Chief Operating Decision Maker ("CODM") in deciding how to allocate resources to an individual segment and in assessing performance. The Company's Chief Executive Officer is determined to be the CODM. The CODM reviews financial information and makes resource allocation decisions at the consolidated group level. The Company has one operating segment and one reporting unit, the streaming business. The Company has concluded that consolidated net income (loss) is the measure of segment profitability. There are no other expense categories regularly provided to the CODM that are not already included in the condensed consolidated statements of operations and comprehensive loss.

Substantially all of the tangible long-lived assets are located in the United States. The following table presents total revenue for the operating segment:

	Three Months Ended	
	December 31, 2025	**December 28, 2024**
United States	$ 1,537,621	$ 1,105,992
Rest of world	11,067	—
Total revenue	**$ 1,548,688**	**$ 1,105,992**

Cash and Cash Equivalents and Restricted Cash

The Company considers all highly liquid investments with remaining maturities at the date of purchase of three months or less to be cash equivalents, including balances held in the Company's money market accounts. Restricted cash primarily represents cash on deposit with financial institutions in support of a letter of credit outstanding in favor of the Company's landlord for office space. The restricted cash balance has been excluded from the cash balance and is classified as restricted cash on the consolidated balance sheets.

The following table provides a reconciliation of cash and cash equivalents and restricted cash within the consolidated balance sheets that sum to the total of the same on the consolidated statement of cash flows (in thousands):

	December 31, 2025	September 27, 2025
Cash and cash equivalents	$ 452,411	$ —
Restricted cash	6,148	—
Total cash, cash equivalents and restricted cash	**$ 458,559**	**$ —**

Certain Risks and Concentrations

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of demand deposits and accounts receivable. The Company maintains cash deposits with financial institutions that at times exceed applicable insurance limits.

Fair Value Estimates

The carrying amounts of the Company's financial assets and liabilities, such as cash, other assets, accounts payable and accrued payroll, approximate their fair values because of the short maturity of these instruments. The carrying amounts of long-term borrowings approximate their fair values due to the short-term maturity and the fact that the effective interest rates on these obligations are comparable to market interest rates for instruments of similar credit risk.

Fair Value of Financial Instruments

The Company records its financial assets and liabilities at fair value. Fair value is determined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the reporting date. Fair value is estimated by applying inputs which are classified into the following levels of a three-tier hierarchy as follows:

Level 1 — quoted prices (unadjusted) in active markets for identical assets or liabilities;

Level 2 — observable inputs other than Level 1, quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, and model-derived prices whose inputs are observable or whose significant value drivers are observable; and

Level 3 — assets and liabilities whose significant value drivers are unobservable.

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Accounts Receivable, Net

The Company records accounts receivable at the invoiced amount less an allowance for any potentially uncollectible accounts. The Company's accounts receivable balance primarily consists of amounts due from the sale of advertisements and subscription revenue. In evaluating our ability to collect outstanding receivable balances, we consider many factors, including the age of the balance, collection history, and current economic trends. Bad debts are written off after all collection efforts have ceased. Based on the Company's current and historical collection experience, management concluded that an allowance for credit losses was not necessary as of December 31, 2025 and December 28, 2024.

No individual third-party customer accounted for more than 10% of revenue for the three months ended December 31, 2025 and September 27, 2025.

Property and Equipment, Net

Property and equipment is stated at cost, net of accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are depreciated over the shorter of the lease term or the estimated useful life of the assets. When assets are retired or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in the consolidated statements of operations and comprehensive loss in the period realized. Maintenance and repairs are expensed as incurred. The Company's property and equipment, net are being depreciated over their estimated useful lives as follows:

	Useful Life (Years)
Furniture and fixtures	5
Computer equipment	3-5
Leasehold improvements	Term of lease

Licensed Content

The Company entered into various license agreements to obtain rights to certain live sports events. Costs incurred in acquiring certain rights to live sporting events are accounted for in accordance with ASC 920, *Entertainment—Broadcasters*. These program rights are recorded in subscriber related expenses in a manner consistent with how it expects to monetize the licensed content, which is primarily based on subscription revenue.

Cash flows for licensed content are presented within operating activities in the consolidated statements of cash flows.

Impairment Testing of Long-Lived Assets

The Company evaluates long-lived assets for impairment whenever events or changes in circumstances indicate that their net book value may not be recoverable. When such factors and circumstances exist, the Company compares the projected undiscounted future cash flows associated with the related asset or group of assets over their estimated useful lives against their respective carrying amount. Impairment, if any, is based on the excess of the carrying amount over the fair value and is recorded in the period in which the determination is made. Fair value is based on those assets' market value when available or discounted expected cash flows.

Goodwill

The Company tests goodwill for impairment at the reporting unit level on an annual basis on July 1 for each fiscal year or more frequently if events or changes in circumstances indicate that the carrying amount of goodwill may not be recoverable. The Company assesses qualitative factors to determine whether it is more likely than not that the fair value of a single reporting unit is less than its carrying amount. If it is determined that the fair value is less than its carrying amount, the excess of the goodwill carrying amount over the implied fair value is recognized as an impairment loss.

Intangible Assets, Net

The Company's intangible assets represent definite lived intangible assets, which are being amortized on a straight-line basis over their estimated useful lives as follows:

	Useful Life (Years)
Trade names	8
Customer relationships - streaming	2
Customer relationships - advertising	2
Capitalized internal use software	3
Developed technology	5
Software licenses	5

We capitalize qualifying development costs associated with software that is developed or obtained for internal use, provided that management with the relevant authority authorizes and commits to the funding of the project, it is probable the project will be completed and the software will be used to perform the function intended. Capitalized costs, including costs incurred for enhancements that are expected to result in additional significant functionality are capitalized and amortized on a straight-line basis over the estimated useful life, which approximates three years. Costs related to preliminary project activities and post-implementation operation activities, including training and maintenance, are expensed as incurred.

Leases

The Company accounts for its leases under ASC 842, Leases. Under this guidance, arrangements meeting the definition of a lease are classified as operating or financing leases and are recorded on the consolidated balance sheets as both a right-of-use asset and lease liability, calculated by discounting fixed lease payments over the lease term at the rate implicit in the lease or the Company's incremental borrowing rate. Lease liabilities are increased by interest and reduced by payments each period, and the right-of-use asset is amortized over the lease term. For operating leases, interest on the lease liability and the amortization of the right-of-use asset result in straight-line rent expense over the lease term.

In calculating the right-of-use asset and lease liability, the Company elects to combine lease and non-lease components. The Company also elected not to include short term leases having initial terms of 12 months or less in its right-of-use asset and lease liabilities and recognizes rent expense for these short-term leases on a straight-line basis over the lease term.

Redeemable Non-controlling Interest

Redeemable non-controlling interest is evaluated by the Company and shown as mezzanine equity (shown between liabilities and equity) on the condensed consolidated balance sheets. Redeemable non-controlling interest is measured at their redemption values at the end of each reporting period.

Revenue from Contracts with Customers

The Company recognizes revenue from contracts with customers under ASC 606, *Revenue from Contracts with Customers* (the "revenue standard"). The core principle of the revenue standard is that a company should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. A good or service is transferred to a customer when, or as, the customer obtains control of that good or service.

The Company generates revenue from the following sources:

1. Subscriptions – The Company sells various subscription plans for the Fubo Services through its website and third-party app stores. These subscription plans provide different levels of streamed content and functionality depending on the plan selected. Subscription fees are fixed and paid in advance by credit card primarily on a monthly basis. A subscription customer executes a contract by agreeing to the Company's terms of service. The Company considers the subscription contract legally enforceable once the customer has accepted terms of service and the Company has received credit card authorization from the customer's credit card company. The terms of service allow customers to terminate the subscription at any time, however, in the event of termination, no prepaid subscription fees are refundable. The Company recognizes revenue when it satisfies a performance obligation by transferring control of the promised services to the customers, which is ratably over the subscription period. Upon the customer agreeing to the Company's terms and conditions and authorization of the credit card, the customer simultaneously receives and consumes the benefits of the streamed content ratably throughout the term of the contract. Subscription services sold through third-party app stores are recorded gross in revenue with fees to the third-party app stores recorded in subscriber related expenses in the consolidated statement of operations and comprehensive loss. Management concluded that the customers are the end user of the subscription services sold by these third-party app stores.

2. Related party revenue – Pursuant to the Commercial Agreement with Hulu, for the Hulu Live Service, the Company receives a wholesale fee from Hulu initially equal to 95% of carriage fee expenses incurred by the Hulu Live Business for calendar year 2025 and 2026, escalating to 97.5% in calendar year 2027 and 99% in calendar year 2028 and thereafter. The wholesale fee prior to the Closing Date is presented as 100% of carriage fee expenses incurred by the Hulu Live Business.

3. Advertising – Pursuant to the Commercial Agreement with Hulu, certain affiliates of Disney exclusively sell ads on behalf of the Company for the Fubo Services and Hulu Live Service and remit 100% of the revenue to the Company, net of a 15% ad agency fee. The Company recognizes revenue at a point in time when a performance obligation has been satisfied by transferring control of the promised services to the advertiser, which generally is when the advertisement has been displayed.

4. Other revenue – Other revenue consists of distribution fees, commissions, and carriage fees earned on sales through channel distribution platforms for the Fubo Services and Hulu Live Service. The Company recognizes revenue at a point in time when it satisfies a performance obligation by transferring control of the promised services to the customers.

Revenue from third parties (all revenues excluding related party revenue) was 25.1% of the Company's revenue for the three months ended December 31, 2025 and less than 0.5% for the three months ended December 28, 2024. The Company's revenues are therefore subject to significant concentration risk.

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Subscriber Related Expenses

Subscriber related expenses consist primarily of affiliate distribution rights and other distribution costs related to content streaming. The cost of affiliate distribution rights is generally incurred on a per subscriber basis and is recognized when the related programming is distributed to subscribers. Subscriber related expenses also include credit card and payment processing fees for subscription revenue, customer service, certain employee compensation and benefits, cloud computing, streaming, and facility costs. The Company receives advertising spots from television networks for sale to advertisers as part of the affiliate distribution agreements.

Broadcasting and Transmission

Broadcasting and transmission expenses are charged to operations as incurred and consist primarily of the cost to acquire a signal, transcode, store, and retransmit it to the subscriber.

Sales and Marketing

Sales and marketing expenses for the Fubo Services consist of payroll and related costs, benefits, rent and utilities, stock-based compensation, agency costs, advertising campaigns and branding initiatives. Pursuant to the Commercial Agreement with Hulu, the Company bears all marketing expenses of the Hulu Live Business and will pay Hulu a marketing support fee equal to 10% of the Hulu Live Business's marketing budget, which marketing budget must be at least equal to 0.7% of revenues of the Hulu Live Business. In exchange for the fee, Hulu will be responsible for marketing execution for the Hulu Live Service in consultation with the Company. All sales and marketing costs are expensed as they are incurred.

Technology and Development

Technology and development expenses are charged to operations as incurred. Technology and development expenses consist primarily of payroll and related costs, benefits, rent and utilities, stock-based compensation, technical services, software expenses, and hosting expenses.

General and Administrative

General and administrative expenses consist primarily of payroll and related costs, benefits, rent and utilities, stock-based compensation, corporate insurance, office expenses, professional fees, as well as travel, meals, and entertainment costs.

Stock-Based Compensation

The Company accounts for the fair value of restricted stock units using the closing market price of its common stock on the date of the grant. These restricted stock units generally vest annually over one-year (in the case of annual grants to directors) to four-year (in the case of grants to employees) periods, subject to the recipient's continuation in service through each applicable vesting date.

The Company accounts for share-based payment awards exchanged for services at the estimated grant date fair value of the award. Stock options issued under the Company's long-term incentive plans are granted with an exercise price equal to no less than the market price of the Company's stock at the date of grant and expire up to ten years from the date of grant. These options generally vest annually over four-year periods, subject to the recipient's continuation in service through each applicable vesting date.

The Company estimates the fair value of stock option grants using the Black-Scholes option pricing model and the assumptions used in calculating the fair value of stock-based awards represent management's best estimates and involve inherent uncertainties and the application of management's judgment.

Expected Term - The expected term of options represents the period that the Company's stock-based awards are expected to be outstanding based on the simplified method, which is the half-life from vesting to the end of its contractual term. The simplified method was used because the Company does not have sufficient historical exercise data to provide a reasonable basis for an estimate of expected term.

Expected Volatility – The Company historically has lacked sufficient company specific historical and implied volatility information. Therefore, it estimates its expected stock volatility based primarily on the historical volatility of a publicly traded set of peer companies with consideration of the volatility of its own traded stock price.

Risk-Free Interest Rate - The Company bases the risk-free interest rate on the implied yield available on U. S. Treasury zero-coupon issues with an equivalent remaining term.

Expected Dividend - The Company has never declared or paid any cash dividends on its common shares and does not plan to pay cash dividends in the foreseeable future, and, therefore, uses an expected dividend yield of zero in its valuation models.

The Company accounts for forfeited awards as they occur.

Income Taxes

The Company accounts for income taxes under the asset and liability method, in which deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carry forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in operations in the period that includes the enactment date. A valuation allowance is required to the extent any deferred tax assets may not be realizable.

ASC Topic 740, Income Taxes, ("ASC 740"), also clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements and prescribes a recognition threshold and measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. ASC 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim period, disclosure and transition. Based on the Company's evaluation, it has been concluded that there are no significant uncertain tax positions requiring recognition in the Company's consolidated financial statements. The Company believes that its income tax positions and deductions would be sustained on audit and does not anticipate any adjustments that would result in material changes to its financial position.

In connection with the Business Combination Agreement, the Company, Newco and Hulu entered into a Tax Receivables Agreement (the "TRA") which, among other things, obligates the Company to pay Hulu (a) a percentage of the benefit realized from the use of certain historic net operating loss carryforwards ("NOLs") in an amount equal to the lesser of (i) 70% and (ii) Hulu's ownership percentage of Newco as of the date the NOL is utilized, and (b) 70% of (i) the total tax benefit that the Company realizes as a result of increases in tax basis in Newco's assets resulting from future redemptions or exchanges of Newco Units for Class A Common Stock (or cash), and (ii) certain other tax benefits attributable to payments made under the TRA. The Company does not expect to use any historical NOLs during the fiscal year ended September 30, 2026. Thus, no TRA liability has been recorded on the condensed consolidated balance sheet as of December 31, 2025.

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Foreign Currency

The Company's reporting currency is the U.S. dollar while the functional currencies of non-U.S. subsidiaries are determined based on the primary economic environment in which the subsidiary operates. The financial statements of non-U.S. subsidiaries are translated into United States dollars in accordance with ASC 830, *Foreign Currency Matters*, using period-end rates of exchange for assets and liabilities, and average rates of exchange for the period for revenues, costs, and expenses and historical rates for equity. Translation adjustments resulting from the process of translating the local currency financial statements into U.S. dollars are included in determining other comprehensive income (loss).

Net Loss Per Share

Net loss per basic share is computed by dividing net loss available to common shareholders by the weighted average number of common shares outstanding during the period.

The following table presents the calculation of basic net loss per share (in thousands, except shares and per share data):

	Three Months Ended	
	December 31, 2025	**December 28, 2024**
Numerator:		
Net loss	$ (19,064)	$ (38,587)
Less: net loss attributable to non-controlling interest	13,088	—
Net loss attributable to common shareholders	(5,976)	(38,587)
Denominator:		
Weighted-average common shares outstanding	349,096,793	—
Basic and diluted net loss per share	$ (0.02)	

The following common share equivalents are excluded from the calculation of weighted average common shares outstanding because their inclusion would have been anti-dilutive:

	Three Months Ended	
	December 31, 2025	**December 28, 2024**
Stock options	15,856,010	—
Unvested restricted stock units	36,788,409	—
Convertible notes variable settlement feature	48,771,938	—
Total	**101,416,357**	**—**

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Recent Accounting Pronouncements

Recently Issued Accounting Standards

In December 2023, the FASB issued ASU 2023-09, Improvements to Income Tax Disclosures (Topic 740): *Improvements to Income Tax Disclosures*, requires incremental disclosures within the income tax disclosures that increase the transparency and usefulness of income tax disclosures. The updated disclosures primarily require specific categories and greater disaggregation within the rate reconciliation, disaggregation of income taxes paid, and modifications of other income tax-related disclosures. The new guidance is applicable for annual periods beginning with the Company's fiscal year ended September 30, 2026.

In November 2024, the FASB issued ASU 2024-03, Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): *Disaggregation of Income Statement Expenses* and in January 2025, the FASB issued ASU 2025-01, Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): *Clarifying the Effective Date*. This standard requires public companies to disclose additional information about specific expense categories in the notes to financial statements at interim and annual reporting periods. The new standard, as clarified by ASU 2025-01, is effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027, with early adoption permitted. The Company is currently in the process of evaluating the effects of the new guidance.

In November 2024, the FASB issued ASU 2024-04, Debt-Debt with Conversion and Other Options (Subtopic 470-20): *Induced Conversions of Convertible Debt Instruments.* This standard clarifies the requirements for determining whether certain settlements of convertible debt instruments should be accounted for as an induced conversion. It is effective for fiscal years beginning after December 15, 2025 and is permitted on either a prospective or retrospective basis. The Company is currently in the process of evaluating the effects of the new guidance.

In May 2025, the FASB issued ASU 2025-03, Business Combinations (Topic 805) and Consolidation (Topic 810). This update improves the requirements for identifying the accounting acquirer in Topic 805, particularly in improving the comparability between transactions involving VIEs and those not involving VIEs. The amendments require that an entity consider the same factors that are currently required for determining which entity is the accounting acquirer in other transactions. It is effective for fiscal periods beginning after December 15, 2026 and interim reporting periods within those annual reporting periods. The Company is currently in the process of evaluating the effects of the new guidance.

In July 2025, the FASB issued ASU 2025-05, Financial Instruments - Credit Losses (Topic 326). This update introduces a practical expedient for all entities and an accounting policy election other than public business entities related to applying Subtopic 326-20 to current accounts receivable and current contract assets arising from transactions accounted for under Topic 606. It is effective for fiscal years beginning after December 15, 2025 and interim periods within those annual reporting periods. Early adoption is permitted. The Company is currently in the process of evaluating the effects of the new guidance.

In September 2025, the FASB issued ASU 2025-06, Intangibles - Goodwill and Other - Internal Use Software (Subtopic 350-40). This update is intended to modernize the accounting software costs that are accounted for under Subtopic 350-40. It is effective for fiscal years beginning after December 15, 2027 and interim periods within those annual reporting periods. Early adoption is permitted. The Company is currently in the process of evaluating the effects of the new guidance.

Note 3 - Liquidity, Going Concern and Management Plans

The accompanying unaudited condensed consolidated financial statements have been prepared assuming that the Company will continue as a going concern, which contemplates the continuity of operations, realization of assets, and liquidation of liabilities in the normal course of business.

The Company had cash and cash equivalents and restricted cash of $458.6 million, a working capital deficit of $180.9 million and an accumulated deficit of $6.0 million as of December 31, 2025. During the three months ended December 31, 2025, the Company generated a net loss of $6.0 million.

The Company believes that its current cash and cash equivalents provide it with the necessary liquidity to continue as a going concern for at least one year from the date of issuance of these financial statements. On January 5, 2026, the Company issued a promissory note (the "Disney Note") to Disney Enterprises, Inc., an affiliate of The Walt Disney Company, pursuant to which the Company borrowed an aggregate principal amount of $145.0 million under a senior unsecured term facility. On January 14, 2026, using the proceeds of the Disney Note, the Company repurchased approximately $140.2 million aggregate principal amount of its outstanding 3.25% Convertible Senior Notes due February 15, 2026 ("2026 Convertible Notes") at a repurchase price of 100% of their principal amount, plus accrued and unpaid interest to, but not including, the repurchase date. See Note 10 for more information relating to the Disney Note and repurchase of the 2026 Convertible Notes. The Company's future capital requirements and the adequacy of available funds will depend on many factors, including its ability to successfully attract and retain subscribers and compete in a rapidly changing market with many competitors.

In addition to the foregoing, the Company cannot predict the potential impact on its development timelines, revenue levels and its liquidity due to macroeconomic factors, including inflationary cost pressures and potential recession indicators, which depend on factors beyond the Company's knowledge or control. Based upon the Company's current assessment, it does not expect the impact of macroeconomic factors to materially impact the Company's operations. However, the Company is continuing to assess the impact that the macroeconomic factors may have on its operations, financial condition and liquidity.

Note 4 – Business Combination

The consummation of the Business Combination described in Note 1 has been accounted for as a reverse acquisition using the acquisition method of accounting in accordance with the guidance of ASC 805, *Business Combinations* ("ASC 805"). ASC 805 requires that one of the combining entities be designated as the acquirer for accounting purposes. The Hulu Live Business has been determined to be the accounting acquirer. In identifying the Hulu Live Business as the accounting acquirer, management took into account the structure of the Business Combination, including the relative voting rights and the corporate governance structure of the combined company as of the Closing Date, the composition of Fubo's board of directors and designation of certain senior management positions. The purchase price has been preliminarily allocated to the fair value of the historical Fubo business's identifiable assets and liabilities as of the Closing Date, with the excess purchase price recorded as goodwill.

Consideration Transferred

The fair value of the consideration transferred in the reverse acquisition on the Closing Date was $1,347.6 million, which consists of 342,724,309 shares of the Company's Class A common stock valued at $1,264.7 million and equity awards attributed to pre-combination services valued at $82.9 million.

Preliminary Allocation of Purchase Price

The purchase price is allocated to the legacy Fubo assets acquired and liabilities assumed based on their estimated fair values on the Closing Date, with any excess purchase price recorded as goodwill.

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The purchase price allocation shown in the table below reflects preliminary fair value estimates based on management analysis, including preliminary work performed by third-party valuation specialists (in thousands):

Fair value of consideration transferred	**$**	**1,347,599**
Estimated fair value of assets acquired and liabilities assumed:		
Cash and cash equivalents		261,909
Accounts receivable, net		77,715
Prepaid sports rights		25,978
Prepaid and other current assets		19,569
Property and equipment		5,698
Restricted cash		6,148
Intangible assets		456,193
Right-of-use assets		34,301
Other non-current assets		11,816
Accounts payable, accrued expenses, and other current liabilities		(339,985)
Deferred revenue		(99,575)
Convertible notes - current and non-current		(382,144)
Long-term borrowings - current portion		(696)
Deferred tax liabilities		(1,211)
Lease liabilities - current and non-current		(34,301)
Other long-term liabilities		(11,977)
Total estimated fair value of net assets acquired		**29,438**
Estimated goodwill		**1,318,161**

The fair values of the intangible assets acquired were determined using the income and cost approaches. The fair value measurements were primarily based on significant inputs that are not observable in the market and thus represent Level 3 measurements as defined in ASC 820. The relief from royalty method was used to value the software and technology and trade names. The relief from royalty method is an application of the income method and estimates fair value for an asset based on the expected cost to license a similar asset from a third-party. Projected cash flows are discounted at a required rate of return that reflects the relative risk of achieving the cash flow and the time value of money. The cost approach, which estimates value by determining the current cost of replacing an asset with another of equivalent economic utility, was used for customer relationships. The cost to replace a given asset reflects the estimated reproduction or replacement cost for these customer related assets.

The estimated fair value of assets acquired and liabilities assumed are preliminary and subject to change as purchase price allocations are finalized, which is expected within one year of the Closing Date.

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Supplemental Pro Forma Financial Information

The following table presents the unaudited pro forma results of operations for the three months ended December 31, 2025 and December 28, 2024, as if the Business Combination had occurred as of October 1, 2024:

	Three Months Ended	
	December 31, 2025	December 28, 2024
Pro forma revenue	$ 1,683,120	$ 1,588,439
Pro forma net loss	$ (46,388)	$ (130,379)

The pro forma information is based on the historical combined carve-out financial statements of the Hulu Live Business and historical consolidated financial statements of Fubo, with adjustments directly attributable to the Business Combination, including the impact of the various commercial arrangements entered into in connection therewith, such as the wholesale fee arrangement, marketing support charge, brand license fee and advertising agency fee, as well as the incremental intangible asset amortization to be incurred based on the fair values and useful lives of each identifiable intangible asset of the Fubo business.

Note 5 - Revenue from Contracts with Customers

Disaggregated Revenue

Related party revenue is all generated in the United States. The following tables summarize subscription revenue and advertising revenue by region:

Subscription and Advertising

	Three Months Ended	
	December 31, 2025	December 28, 2024
United States and Canada (North America)	$ 377,918	$ —
Rest of world	5,838	—
Total subscription and advertising revenues	**$ 383,756**	**$ —**

Contract Balances

For the three months ended December 31, 2025 and December 28, 2024, the Company did not recognize material bad-debt expense and there were no material contract assets recorded on the accompanying condensed consolidated balance sheets as of December 31, 2025 and September 27, 2025.

The Company’s contract liabilities primarily relate to upfront payments and consideration received from customers for subscription services. As of December 31, 2025, the Company’s contract liabilities totaled approximately $94.1 million are recorded as deferred revenue on the accompanying condensed consolidated balance sheets. The majority of the deferred revenue is expected to be recognized as revenue within the next month. The remaining deferred revenue balance is expected to be recognized as revenue within the next twelve months. Given the nature of the Company's revenue arrangements, substantially all of the contract liability balance at the beginning of the period was recognized during the three months ended December 31, 2025. There were no contract liabilities outstanding at September 27, 2025.

Transaction Price Allocated to Remaining Performance Obligations

The Company does not disclose the transaction price allocated to remaining performance obligations since subscription and advertising contracts have an original expected term of one year or less.

Note 6 – Property and Equipment, Net

The table below summarizes the Company’s property and equipment, net (in thousands):

	Useful Life (Years)	December 31, 2025	September 27, 2025
Furniture and fixtures	5	$ 411	
Computer equipment	3-5	3,240	
Leasehold improvements	Term of lease	2,529	
		6,180	—
Less: Accumulated depreciation		(250)	
Total property and equipment, net		**$ 5,930**	**$ —**

Depreciation expense totaled approximately $0.3 million for the three months ended December 31, 2025. There was no depreciation expense recorded during the three months ended December 28, 2024.

Note 7 – Intangible Assets and Goodwill

Intangible Assets

The tables below summarize the Company’s intangible assets (in thousands):

	Useful Life (Years)	Weighted Average Remaining Life (Years)	December 31, 2025		
			Intangible Assets	Accumulated Amortization	Net Balance
Trade names	8	7.8	112,400	(2,342)	110,058
Customer relationships - streaming	2	1.8	145,600	(12,133)	133,467
Customer relationships - advertising	2	1.8	19,800	(1,650)	18,150
Capitalized internal use software	3	1.9	23,410	(2,177)	21,233
Developed technology	5	4.8	155,000	(5,167)	149,833
Software licenses	5	2.9	3,171	(176)	2,995
Total			**$ 459,381**	**$ (23,645)**	**$ 435,736**

The intangible assets are being amortized over their respective original useful lives, which range from two to eight years.

The Company recorded amortization expense related to the above intangible assets of approximately $24.0 million for the three months ended December 31, 2025.

There were no intangible assets outstanding at September 27, 2025.

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The estimated future amortization expense associated with intangible assets, net is as follows (in thousands):

Fiscal Year Ending September 30,	Future Amortization
2026	$ 106,632
2027	136,224
2028	56,315
2029	45,573
2030	45,088
Thereafter	45,904
Total	**$ 435,736**

Goodwill

The following table is a summary of the changes to goodwill for the three months ended December 31, 2025 (in thousands):

Balance - September 27, 2025	**$ 1,296,000**
Fubo purchase accounting	1,318,161
Balance - December 31, 2025	**$ 2,614,161**

Note 8 – Accounts Payable, Accrued Expenses, and Other Long-term Liabilities

Accounts payable, accrued expenses, related party current liabilities and other long-term liabilities are presented below (in thousands):

	December 31, 2025	**September 27, 2025**
Affiliate fees	$ 794,373	$ 387,329
Broadcasting and transmission	8,157	—
Selling and marketing	47,893	—
Accrued compensation	16,498	—
Legal and professional fees	9,405	—
Income tax payable	1,568	—
Sales tax	28,637	—
Guaranteed liabilities	11,419	—
Accrued interest	6,757	—
Subscriber related	2,852	—
Other	7,408	—
Total	**$ 934,967**	**$ 387,329**

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Note 9 – Income Taxes

The following table presents income tax provision for income taxes (in thousands, except for effective tax rate):

	Three Months Ended	
	December 31, 2025	December 28, 2024
Income tax provision	(367)	—
Effective tax rate	1.96 %	— %

During the three months ended December 31, 2025, the Company recorded an income tax provision of $0.4 million which included a discrete tax benefit of $6.0 thousand related to share-based compensation. The effective tax rate was 1.96% on pre-tax loss of $18.7 million. The effective tax rate differs from the U.S. Statutory rate of 21% as no tax benefit was provided on current year operating losses primarily due to valuation allowances recorded against the Company's net deferred tax assets.

During the three months ended December 28, 2024, the effective tax rate was 0.00% on pre-tax loss of $38.6 million. The effective tax rate differs from the U.S. Statutory rate of 21% because the Hulu Live Business was part of Hulu, which was a non-taxable partnership through June 27, 2025. Therefore, no income tax was allocated to the Hulu Live Business when prepared on a carve out basis for the three months ended December 28, 2024.

The Company regularly evaluates the realizability of its deferred tax assets and establishes a valuation allowance if it is more likely than not that some or all the deferred tax assets will not be realized. In making such a determination, the Company considers all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, loss carrybacks and tax-planning strategies. Generally, more weight is given to objectively verifiable evidence, such as the cumulative losses in recent years which is a significant piece of negative evidence to overcome. The Company maintains a full valuation allowance on all its U.S., French, and Spanish deferred tax assets as the Company concluded that such deferred tax assets are not realizable on a more-likely-than-not basis.

Note 10 – Convertible Notes and Long-Term Borrowing

Convertible notes and long-term borrowing consist of the following (in thousands, except stated interest rate):

Note	Stated Interest Rate	Principal Balance	Debt Premium	December 31, 2025
2026 Convertible Notes	3.25%	$ 144,765	$ —	$ 144,765
2029 Convertible Notes	7.5%	177,506	56,823	$ 234,329
Other	2.25%	588	—	588
		$ 322,859	**$ 56,823**	**$ 379,682**

<u>*2026 Convertible Notes*</u>

On February 2, 2021, the Company issued $402.5 million of 2026 Convertible Notes. The 2026 Convertible Notes bear interest from February 2, 2021, at a rate of 3.25% per annum, payable semi-annually in arrears on February 15 and August 15 of each year, beginning on August 15, 2021. The 2026 Convertible Notes will mature on February 15, 2026, unless earlier converted, redeemed, or repurchased. The net proceeds from this offering were approximately $389.4 million, after deducting a discount and offering expenses of approximately $13.1 million. As described below, the Company repurchased approximately $140.2 million aggregate principal amount of 2026 Convertible Notes in January 2026.

The Company accounts for the 2026 Convertible Notes as single liability measured at amortized cost. The Company did not elect the fair value option.

The initial equivalent conversion price of the 2026 Convertible Notes was $57.78 per share of the Company’s common stock. Holders may convert their 2026 Convertible Notes on or after November 15, 2025, until the close of business on the second business day preceding the maturity date or prior to November 15, 2025 under certain circumstances including:

(i) during any calendar quarter (and only during such calendar quarter) commencing after the calendar quarter ended on March 31, 2021, if the last reported sale price of the Company’s common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day;

(ii) during the five-business day period after any five consecutive trading day period in which the trading price for each trading day of such five consecutive trading day period was less than 98% of the product of the last reported sale price of the Company’s common stock and the conversion rate on each such trading day;

(iii) if the Company calls any or all of the 2026 Convertible Notes for redemption, at any time prior to the close of business on the second scheduled trading day immediately preceding the redemption date; or

(iv) upon the occurrence of specified corporate events.

The Company may also redeem all or any portion of the 2026 Convertible Notes after February 20, 2024 if the last reported sale price of the Company’s common stock has been at least 130% of the conversion price then in effect for at least 20 trading days during any 30 consecutive trading day period ending on, and including, the trading day immediately preceding the date on which the Company provides notice of redemption at a redemption price equal to 100% of the principal amount of the 2026 Convertible Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date.

If the Company undergoes a fundamental change (as defined in the Indenture), subject to certain conditions, holders of the 2026 Convertible Notes may require the Company to repurchase for cash all or any portion of their 2026 Convertible Notes at a repurchase price equal to 100% of the principal amount of the 2026 Convertible Notes plus any accrued and unpaid interest.

As previously disclosed, the closing of the Business Combination constituted a fundamental change under the indenture governing the 2026 Convertible Notes, triggering the Company’s delivery of a notice to holders of 2026 Notes regarding their fundamental change repurchase right (the “2026 Notes Tender Offer”). The 2026 Notes Tender Offer expired on January 13, 2026 at 5:00 p.m. New York City time (the “2026 Notes Expiration Time”). As of the 2026 Notes Expiration Time, $140.2 million aggregate principal amount of the outstanding 2026 Convertible Notes were surrendered for repurchase pursuant to the 2026 Notes Tender Offer. The Company will repay the remaining $4.5 million aggregate principal amount of 2026 Convertible Notes outstanding at maturity on February 15, 2026.

During the three months ended December 31, 2025, there was no amortization of debt premium, net recorded in connection with the 2026 Convertible Notes in the condensed consolidated statements of operations and comprehensive loss.

The fair value (Level 2) of the 2026 Convertible Notes was $144.6 million as of December 31, 2025.

2029 Convertible Notes

On December 29, 2023, the Company entered into a privately negotiated exchange agreement with certain affiliates and related funds of Mudrick Capital Management, L.P., which were holders of its existing 2026 Convertible Notes, to exchange $205.8 million principal amount of the 2026 Convertible Notes for $177.5 million in aggregate principal amount of the Company's new convertible senior secured notes due 2029 (the "2029 Convertible Notes"), subject to customary closing conditions (the "Exchange"). The Exchange closed on January 2, 2024, when the 2029 Convertible Notes were issued pursuant to, and are governed by, an indenture, dated as of January 2, 2024, among the Company, the guarantors identified therein and U.S. Bank Trust Company, National Association, as trustee and collateral agent.

At our election for any interest period, the 2029 Convertible Notes will bear interest at a rate of (i) 7.5% per annum on the principal amount thereof if interest is paid in cash and (ii) 10.0% per annum on the principal amount thereof if interest is paid in kind, in each case payable semi-annually in arrears on February 15 and August 15 of each year, beginning on February 15, 2024. The 2029 Convertible Notes will mature on February 15, 2029, unless earlier converted or repurchased.

The initial conversion rate of the 2029 Convertible Notes is 260.6474 shares of common stock per $1,000 principal amount of 2029 Convertible Notes, which represents an initial conversion price of approximately $3.84 per share of common stock. Holders may convert their 2029 Convertible Notes at their option in the following circumstances:

(i) during any calendar quarter commencing after the calendar quarter ending on March 31, 2024 (and only during such calendar quarter), if the last reported sale price per share of common stock is greater than or equal to 130% of the conversion price for each of at least 20 trading days, whether or not consecutive, during the 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter;

(ii) during the five consecutive business days immediately after any five consecutive trading day period (such five consecutive trading day period, the "measurement period") in which the trading price per $1,000 principal amount of 2029 Convertible Notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price per share of common stock on such trading day and the conversion rate on such trading day;

(iii) upon the occurrence of certain corporate events or distributions on the Company's common stock, as provided in the Indenture; and

(iv) on or after November 15, 2028 until the close of business on the second scheduled trading day immediately before the Maturity Date.

The Company may cause all outstanding 2029 Convertible Notes to be automatically converted, subject to certain conditions, if, at any time on or after January 2, 2025, the last reported sale price of the Company's common stock has been at least 200% of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period, the last of which 20 trading days is no more than 10 trading days before the date that the Company provides the notice of forced conversion. Upon conversion, the Company can elect to deliver cash or shares or a combination of cash or shares.

Upon the occurrence of a fundamental change (as defined in the Indenture), holders of the 2029 Convertible Notes may require the Company to repurchase their 2029 Convertible Notes at a cash repurchase price equal to the principal amount of the 2029 Convertible Notes to be repurchased, plus accrued and unpaid interest, if any, to, but excluding, the fundamental change repurchase date. The definition of fundamental change includes certain business combination transactions involving the Company and certain de-listing events with respect to the Company's common stock.

As previously disclosed, the closing of the Business Combination constituted a fundamental change under the indenture governing our 2029 Convertible Notes, triggering our delivery of a notice to holders of 2029 Convertible Notes regarding their fundamental change repurchase right (the “2029 Notes Tender Offer”). The Tender Offer expired on January 6, 2026 at 5:00 p.m. New York City time (the “2029 Notes Expiration Time”). As of the 2029 Notes Expiration Time, none of the outstanding 2029 Convertible Notes were surrendered for repurchase pursuant to the 2029 Notes Tender Offer. As of December 31, 2025, the aggregate principal amount of 2029 Convertible Notes outstanding is approximately $177.5 million, which will mature on February 15, 2029, unless earlier repurchased or converted.

During the three months ended December 31, 2025, there was no interest expense paid in connection with the 2029 Convertible Notes. The Company recorded amortization income of $3.1 million, included in amortization of debt premium, net in the condensed consolidated statements of operations and comprehensive loss.

The fair value (Level 2) of the 2029 Convertible Notes was $194.9 million as of December 31, 2025.

Senior Unsecured Term Loan

On January 5, 2026, the Company issued the Disney Note to Disney Enterprises, Inc. (the “Lender”), an affiliate of Disney, pursuant to which the Company borrowed an aggregate principal amount of $145.0 million. The Disney Note was issued pursuant to a commitment letter, dated January 6, 2025, executed concurrently with the Business Combination Agreement, pursuant to which the Lender committed to provide the Company, on January 5, 2026 and on the terms and subject to the conditions set forth therein, up to $145.0 million of indebtedness in the form of a senior unsecured term facility.

The Disney Note bears interest at a rate equal to 4.2% per annum. The Disney Note is unsecured and matures on January 5, 2031 unless earlier repaid, subject to springing maturity in the event the Company incurs certain unsecured indebtedness with a scheduled maturity prior to January 5, 2031. The Company may prepay any portion of the outstanding principal at any time without penalty.

The Disney Note includes customary covenants and sets forth certain events of default after which the outstanding principal may be declared immediately due and payable, including certain types of bankruptcy or insolvency events of default involving the Company and certain of its subsidiaries.

Note 11 – Fair Value Measurements

The Company’s assets measured at fair value on a recurring basis consisted of the following (in thousands):

	Fair value measured at December 31, 2025			
	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	Total
Financial assets at fair value:				
Cash and cash equivalents				
Money market securities and time deposits	$ 195,346	$ —	$ —	$ 195,346
Total financial assets at fair value	**$ 195,346**	**$ —**	**$ —**	**$ 195,346**

There were no liabilities measured at fair value as of December 31, 2025 and September 27, 2025. See Note 2 - Fair Value Estimates.

Note 12 – Equity-Based Compensation

Stock-Based Compensation

The Company recognized stock-based compensation expense as follows (in thousands):

	Three Months Ended	
	December 31, 2025	December 28, 2024
Subscriber related	$ 48	$ —
Sales and marketing	3,014	—
Technology and development	1,986	—
General and administrative	7,647	—
Total stock-based compensation expense	**$ 12,695**	**$ —**

Equity Incentive Plans

On April 1, 2020, Fubo's board of directors approved the establishment of the 2020 Equity Incentive Plan, as subsequently amended (the "2020 Plan"). The 2020 Plan provides for the grant of incentive stock options, non-qualified stock options, stock appreciation rights, restricted stock, restricted stock units, performance units and performance shares to its employees, directors and consultants. As of December 31, 2025, there are 16,127,543 shares available for future issuance under the 2020 Plan.

On August 3, 2022, August 7, 2023, August 5, 2024 and August 8, 2025, Fubo's board of directors adopted the 2022 Employment Inducement Equity Incentive Plan ("2022 Plan"), the 2023 Employment Inducement Equity Incentive Plan ("2023 Plan"), the 2024 Employment Inducement Equity Incentive Plan ("2024 Plan") and the 2025 Employment Inducement Equity Incentive Plan (the "2025 Plan" and, collectively, the "Inducement Plans"), respectively, in each case without shareholder approval pursuant to Rule 303A.08 of the New York Stock Exchange Listed Company Manual. The Inducement Plans provide for the grant of equity-based awards, including non-statutory stock options, stock appreciation rights, restricted stock, restricted stock units, performance units and performance shares, and their terms are substantially similar to the 2020 Plan, with the exception that awards can only be made to new employees in connection with their commencement of employment. As of December 31, 2025, there are no shares available for future issuance under the 2022 Plan, 2023 Plan and 2024 Plan, and there are 2,925,680 shares available for future issuance under the 2025 Plan.

Time-Based Stock Options

A summary of time-based stock option activity for the three months ended December 31, 2025 is as follows (in thousands, except share and per share amounts):

	Number of Shares	Weighted Average Exercise Price	Total Intrinsic Value	Weighted Average Remaining Contractual Life (Years)
Outstanding as of September 27, 2025	**—**	**$ —**	**$ —**	**N/A**
Assumed from Fubo	7,861,967	$ 7.55	$ 2,755	3.9
Exercised	(28,004)	$ 1.25		
Forfeited or expired	(531,250)	$ 10.44		
Outstanding as of December 31, 2025	**7,302,713**	**$ 7.36**	**$ 999**	**3.3**
Options vested and exercisable as of December 31, 2025	**6,984,568**	**$ 7.62**	**$ 840**	**4.2**

There were no options granted during the three months ended December 31, 2025 and December 28, 2024.

As of December 31, 2025, the estimated value of unrecognized stock-based compensation expense related to unvested options was approximately $0.2 million to be recognized over a weighted average period of 1.2 years.

Market and Service Condition Based Stock Options

A summary of activity under the 2020 Plan for market and service-based stock options for the three months ended December 31, 2025 is as follows (in thousands, except share and per share amounts):

	Number of Shares	Weighted Average Exercise Price	Total Intrinsic Value	Weighted Average Remaining Contractual Life (Years)
Outstanding as of September 27, 2025	**—**	**$ —**	**$ —**	**N/A**
Assumed from Fubo	4,453,297	$ 12.75	$ —	1.8
Outstanding as of December 31, 2025	**4,453,297**	**$ 12.75**	**$ —**	**1.7**
Options vested and exercisable as of December 31, 2025	**4,453,297**	**$ 12.75**	**$ —**	**1.7**

There were no market and service-based options granted during the three months ended December 31, 2025 and December 28, 2024.

As of December 31, 2025, there was no unrecognized stock-based compensation expense for market and service-based stock options.

Performance-Based Stock Options

On October 8, 2020, the Company granted the CEO a performance stock option to purchase 4,100,000 shares of common stock, with an exercise price of $10.00, subject to the achievement of certain predetermined performance goals. On April 20, 2023, the Company amended the award to modify the vesting conditions with respect to the 3,280,000 options that remained unvested as of the amendment date (the "Amended Options"), which became eligible to vest on February 20, 2026 (the "Vesting Date") subject to the achievement of certain amended performance goals. In connection with the Business Combination, the Amended Options were earned at the target performance level and will vest on the Vesting Date, subject to continued service. Compensation cost related to the Amended Options is recognized over the requisite service period for the amended award beginning on the amendment date and ending on the Vesting Date based on the probability of achievement of the Performance Criteria. The fair value of the Amended Options as of the amendment date totaled $1.2 million. The Amended Options are subject to acceleration upon certain events and conditions, including a change of control and qualifying terminations, and upon death, disability, and certain “good leaver” circumstances.

Time-Based Restricted Stock Units

A summary of the Company's time-based restricted stock unit activity during the three months ended December 31, 2025 is as follows:

	Number of Shares	Weighted Average Grant-Date Fair Value	
Unvested at September 27, 2025	—		**N/A**
Assumed from Fubo	34,636,138	$	2.60
Granted	4,403,744	$	3.69
Vested	(9,168,762)	$	3.09
Forfeited or expired	(239,061)	$	1.84
Unvested at December 31, 2025	**29,632,059**	**$**	**2.62**

During the three months ended December 31, 2025, the Company granted 4,403,744 time-based restricted stock units. The fair value of restricted stock units is measured based on their fair value at grant date which totaled approximately $16.2 million.

As of December 31, 2025, the unrecognized stock-based compensation expense related to time-based restricted stock units totaled $72.1 million to be recognized over a weighted average period of 2.8 years and had an aggregate intrinsic value of approximately $74.7 million.

Performance-Based Restricted Stock Units ("PRSUs")

A summary of the Company's performance-based restricted stock unit activity during the three months ended December 31, 2025 is as follows:

	Number of Shares	Weighted Average Grant-Date Fair Value	
Unvested at September 27, 2025	—		**N/A**
Assumed from Fubo	4,295,101	$	4.85
Granted	1,556,447	$	3.69
Unvested at December 31, 2025	**5,851,548**	**$**	**4.54**

During the three months ended December 31, 2025, the Company granted an aggregate of 1,556,447 PRSUs with a grant date fair value of $5.7 million to certain executives. Compensation cost related to the target PRSUs will be recognized over the requisite service period.

During the three months ended December 31, 2025, the Company recognized aggregate stock-based compensation expense of $1.2 million, related to these PRSUs. As of December 31, 2025, aggregate unrecognized stock-based compensation related to these PRSUs totaled $2.3 million.

There was no stock-based compensation expense related to the PRSUs recognized during the three months ended December 28, 2024.

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Market and Service Condition Based Restricted Stock Units

A summary of the Company's market and service-based restricted stock unit activity during the three months ended December 31, 2025 is as follows:

	Number of Shares	Weighted Average Grant-Date Fair Value
Unvested at September 27, 2025	—	N/A
Assumed from Fubo	1,304,802	$ 2.81
Unvested at December 31, 2025	**1,304,802**	**$ 2.81**

During the three months ended December 31, 2025, there were no market and service condition based restricted stock units granted. Compensation cost related to the market and service condition based restricted stock units will be recognized over the requisite service period.

During the three months ended December 31, 2025, the Company recognized $0.2 million of the stock-based compensation expense related to market and service-based restricted stock units. As of December 31, 2025, aggregate unrecognized stock-based compensation related to these restricted stock units totaled $3.0 million.

Note 13 – Commitments and Contingencies

Leases

The components of lease expense were as follows (in thousands):

	Three Months Ended	
	December 31, 2025	December 28, 2024
Operating leases		
Operating lease cost	$ 882	$ —
Other lease cost	163	—
Operating lease expense	1,045	—
Short-term lease rent expense	600	—
Total rent expense	**$ 1,645**	**$ —**

Supplemental cash flow information related to leases were as follows (in thousands, except term and discount rate):

	Three Months Ended	
	December 31, 2025	December 28, 2024
Operating cash flows from operating leases	$ 822	$ —
Right of use assets exchanged for operating lease liabilities assumed from Fubo	$ 34,301	$ —
Weighted average remaining lease term - operating leases	9.6	N/A
Weighted average discount rate - operating leases	6.8 %	N/A

As of December 31, 2025, future minimum payments for the operating leases are as follows (in thousands):

Fiscal Year Ending September 30,		Future payments
2026	$	4,522
2027		4,967
2028		4,400
2029		4,403
2030		4,403
Thereafter		22,457
Total		45,152
Less present value discount		(11,310)
Operating lease liabilities	**$**	**33,842**

Other Contractual Obligations

The Company is a party to several non-cancelable contracts with vendors and licensors for marketing and other strategic partnership related agreements and various sports right agreements to obtain programming rights to certain live sporting events. where the Company is obligated to make future payments under these contracts as follows (in thousands):

Fiscal Year Ending September 30,		Future payments
2026	$	34,505
2027		26,945
2028		8,095
2029		3,563
2030		3,613
Thereafter		6,438
Total	**$**	**83,159**

Contingencies

The Company is subject to certain inquiries, investigations, legal proceedings and claims that arise from time to time in the ordinary course of its business, including relating to business practices and patent infringement. Litigation can be expensive and disruptive to normal business operations. Moreover, the results of complex legal proceedings are difficult to predict and the Company’s view of these matters may change in the future as the litigation and events related thereto unfold. When the Company determines that a loss is both probable and reasonably estimable, a liability is recorded and disclosed if the amount is material to the financial statements taken as a whole. When a material loss contingency is only reasonably possible, the Company does not record a liability, but instead discloses the nature and the amount of the claim, and an estimate of the loss or range of loss, if such an estimate can reasonably be made. Legal expenses associated with any contingency are expensed as incurred.

The Company is engaged in discussions with certain third parties regarding patent licensing matters. The Company is not able to reasonably estimate whether it will be able to reach an agreement with these parties or the amount of potential licensing fees, if any, it may agree to pay in connection with these discussions, but it is possible that any such amount could be material.

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Legal Proceedings

The Company is, and may in the future be, involved in various legal proceedings arising from the normal course of business activities. Although the results of litigation and claims cannot be predicted with certainty, currently, the Company believes that the likelihood of any material adverse impact on the Company's consolidated results of operations, cash flows or our financial position for any such litigation or claims is remote. Regardless of the outcome, litigation can have an adverse impact on the Company because of the costs to defend lawsuits, diversion of management resources and other factors.

DISH Technologies, LLC, et al. v. fuboTV Media Inc., No. 1:23-cv-00986 (D. Del.)

On September 6, 2023, DISH Technologies L.L.C. and Sling TV L.L.C. (collectively, "DISH") filed a complaint in the District of Delaware alleging that fuboTV Media Inc. (n/k/a FuboTV Media LLC) ("FuboTV Media") infringes eight of DISH's patents by streaming video through a FuboTV Media application and seeking damages and injunctive relief.

On December 14, 2023, following a series of stipulated extensions, FuboTV Media filed a motion to dismiss the complaint asserting that DISH's patents are invalid. A hearing was held on March 25, 2024.

On May 7, 2024, DISH filed a motion for leave to file a First Amended Complaint to assert more claims. The district court granted this motion on May 21, 2024, and denied-as-moot FuboTV Media's motion to dismiss. FuboTV Media also filed petitions for *inter partes* review ("IPR") on all the asserted patents, five of which relate to patents for which the United States Patent Trial and Appeal Board ("PTAB") instituted proceedings in April 2024, and issued its final written decisions holding the majority of the challenged claims unpatentable in April 2025. The lead Petitioner in these IPRs requested rehearing and DISH requested Director Review of these decisions, both of which were denied in October 2025 and August 2025, respectively. The lead Petitioner in these IPRs, FuboTV Media, and DISH filed notices of appeal and those appeals are pending. In November 2025, the PTAB issued its final written decisions on the IPRs for the remaining three patents, holding all claims of all three patents unpatentable. In December 2025, DISH filed petitions for Director Review of these three decisions, which FuboTV Media opposed. These petitions are pending.

After filing its IPR petitions, FuboTV Media filed a motion to stay the district court case pending resolution of those reviews. The district court granted that motion on August 13, 2024, staying the case until two weeks after the PTAB issues final written decisions on the five then-instituted patents and any appeals therefrom, and ordered that the stay would remain in place for the duration of any instituted IPRs and appeals therefrom on the remaining three patents. On December 5, 2024, the parties informed the Court that the PTAB instituted review for the remaining three patents. Currently, the case is fully stayed pending the instituted IPRs and related appeals.

At this time, the Company cannot predict the outcome, or provide a reasonable estimate or range of estimates of the possible outcome or loss, if any, with respect to this matter. The Company believes it has meritorious defenses and intends to defend itself vigorously in this matter.

Video Privacy Protection Act ("VPPA") Matters

The Company has been named as defendant in putative class action complaints bringing claims under the VPPA, alleging the Company shared subscribers' personally identifiable information to third party advertisers and through the Meta Pixel and Google Analytics without consent. *See Burdette v. fuboTV, Inc.*, No. 1:23-cv-10351 (N.D. Ill.); *Perez, et al., v. fuboTV, Inc.*, No. 0:23-cv-61961 (S.D. Fla.); *Beasley v. fuboTV, Inc.*, No. 1:24-cv-00711 (S.D.N.Y). The *Burdette* litigation was subsequently voluntarily dismissed and refiled in state court as *Burdette v. fuboTV, Inc.*, No. 2024LA001460 (Cir. Ct. DuPage County). The Company has reached an agreement to resolve these matters on a class basis for $3,400,000. The court entered final approval of the settlement agreement on October 8, 2025. The *Beasley* plaintiff filed a notice of voluntary dismissal on April 29, 2025. The *Perez* case was also voluntarily dismissed on May 22, 2025. Additional allegations or litigation may arise against the Company in the future related to the VPPA and other privacy and consumer protection laws.

DISH Network L.L.C. vs. FuboTV Inc. and FuboTV Media

On January 2, 2026, in connection with existing breach of contract litigation brought in the Southern District of New York by Disney against DISH Network L.L.C. ("DISH LLC"), DISH LLC asserted antitrust counterclaims naming FuboTV Inc. and FuboTV Media, along with Disney and other Disney-affiliated companies, as counterclaim defendants. The counterclaims against the Fubo entities assert violations of Section 1 of the Sherman Act and Section 7 of the Clayton Act based on Disney's acquisition of a controlling share of Fubo. The counterclaims against Fubo seek, inter alia, injunctive relief in the form of the unwinding of Disney's acquisition of a controlling share of Fubo, as well as monetary damages. Fubo's response to these counterclaims is due on February 20, 2026.

At this time, the Company cannot predict the outcome, or provide a reasonable estimate or range of estimates of the possible outcome or loss, if any, with respect to this matter. The Company believes it has meritorious defenses and intends to defend itself vigorously in this matter.

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

The following discussion and analysis by our management of our financial condition and results of operations should be read in conjunction with our unaudited condensed consolidated financial statements and the accompanying related notes included in this Quarterly Report, the audited consolidated financial statements and related notes and Management's Discussion and Analysis of Financial Condition and Results of Operations of Fubo and the Hulu Live Business included in our Annual Report and the HL Business Closing 8-K. The historical financial results and information presented below reflect the Hulu Live Business prepared on a carve-out basis for periods prior to the consummation of the Business Combination. As a result, the historical results of the Hulu Live Business are not necessarily comparable to the results of the combined company following the Business Combination. Some of the information contained in this discussion and analysis or set forth elsewhere in this Quarterly Report, including information with respect to our plans and strategy for our business, includes forward-looking statements that involve risks and uncertainties. You should review the sections titled "Forward-Looking Statements" and "Risk Factors" for a discussion of forward-looking statements and important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis. Our historical results are not necessarily indicative of the results that may be expected for any period in the future.

Overview

We are a consumer-first live TV streaming company with a mission to deliver premium sports, news and entertainment programming through a best-in-class user experience that offers greater choice, flexibility and value. In the United States, we offer consumers a broad array of programming focused on sports, news and entertainment through Fubo-branded and Hulu Live-branded services, both live and on-demand, including tens of thousands of live sporting events. Outside the United States, we operate live TV streaming services in Canada, France and Spain. Our content can be accessed through streaming devices including Smart TVs, mobile phones, tablets and computers.

Our business model is centered on operating and monetizing our sports-, news- and entertainment-focused live TV streaming offerings under multiple brands and distribution arrangements. Through our offerings, we seek to serve consumers across the demand curve, offering multiple plan options from "skinny" packages with a number of targeted channels to more robust packages at varying price points, designed to deliver greater choice and flexibility. We leverage sporting events and other popular news and entertainment programming to acquire subscribers at efficient acquisition costs, given built-in demand for such programming. For the Fubo-branded offerings (such services, the "Fubo Services"), we leverage our technology and data to drive higher engagement and induce retentive behaviors such as watching content, favoriting channels, recording shows, and increasing discovery through our proprietary machine learning recommendations engine.

We drive our business model with three core strategies, coupled with disciplined capital management:

- Grow our paid subscriber base across our offerings
- Optimize our content portfolio, product features, engagement and retention to improve unit economics and expand subscriber lifetime value
- Drive monetization through subscription pricing, Attachment sales and advertising, and, with respect to our Hulu Live Business, through our wholesale fee arrangement under a commercial services agreement (the "Commercial Agreement") with Hulu, pursuant to which, during the term of such agreement, Hulu pays us fees initially equal to 95% of the Hulu Live Business's carriage fee expenses in calendar years 2025 and 2026, escalating to 97.5% in calendar year 2027 and 99% in calendar year 2028 and thereafter.

Nature of Business

We are principally focused on offering consumers live TV streaming services for sports, news, and entertainment programming. Our revenues are almost entirely derived from the sale of subscription services for the Fubo Services, a wholesale fee arrangement under the Commercial Agreement with Hulu relating to the Hulu Live Service (as defined below), and the sale of advertisements in the United States on the Fubo Services and Hulu Live Service. We also have operations in several international markets, including Canada, France and Spain.

Business Combination

On October 29, 2025 (the “Closing Date”), we completed the transactions contemplated by the Business Combination Agreement, dated as of January 6, 2025 (the “Business Combination Agreement”), by and among the Company, Disney and Hulu, pursuant to which the parties combined the existing Fubo business with the Hulu Live Business (as defined below) (such transactions, collectively, the "Business Combination").

Pursuant to the Business Combination Agreement, on the Closing Date, (i) Hulu (x) contributed certain assets (the “HL Business Assets”) related to the business of negotiating and administering carriage agreements and similar contracts relating to and for the purpose of the retransmission, distribution, carriage, display or broadcast of any programming service, channel or network on the Hulu Live Service (as defined below) (the “Hulu Live Business”) to Hulu Live LLC (“Hulu Live”), (y) caused Hulu Live to assume only the HL Business Liabilities (as defined in the Business Combination Agreement) and (z) contributed the Hulu Live Business and the HL Business Assets to a newly formed entity, Fubo Operations LLC (“Newco”), by transferring all of its right, title and interest in, to and under 100% of the equity interests of Hulu Live to Newco, (ii) the Company underwent an umbrella partnership C corporation (“up-C”) reorganization and contributed 100% of the equity interests in a newly formed, wholly-owned subsidiary, Fubo Services LLC, to which the Company had previously contributed the Company’s business prior to the Closing Date, to Newco in exchange for units in Newco (“Newco Units”), resulting in Hulu holding a number of Newco Units representing, in the aggregate, a 70% economic interest (calculated on a fully-diluted basis) in Newco and the Company holding a number of Newco Units representing, in the aggregate, a 30% economic interest (calculated on a fully-diluted basis) in Newco, and (iii) the Company issued to Hulu shares of the Company’s Class B common stock representing, in the aggregate, a 70% voting interest in the Company (calculated on a fully-diluted basis). The HL Business Assets include certain carriage agreements, rights under joint subscription agreements and related data and information about its subscribers, advertising or sponsorship agreements exclusively related to Hulu’s linear multi-channel subscription video programming distribution service component of the offering known as “Hulu + Live TV” (such service, the “Hulu Live Service”), all other assets (including intellectual property) exclusively related to the Hulu Live Service and all intellectual property constituting the “Live TV” brand.

On the Closing Date, the Company and Hulu, as the members of Newco, adopted an amended and restated limited liability company agreement of Newco, pursuant to which Fubo became the sole managing member of Newco. In addition, we entered into certain commercial agreements with Hulu, including a brand licensing agreement and the Commercial Agreement, pursuant to which, among other things:

- we granted to Hulu the right, license and obligation to distribute the Hulu Live Service via the Hulu platform on a wholesale basis, pursuant to which, during the term of the Commercial Agreement, Hulu pays us fees initially equal to 95% of the Hulu Live Business’s carriage fee expenses in calendar year 2025 and 2026, escalating to 97.5% in calendar year 2027 and 99% in calendar year 2028 and thereafter;

- we agreed to bear the cost of marketing expenses for the Hulu Live Service in accordance with an agreed budget, and Hulu is responsible for all marketing execution for the Hulu Live Service in consultation with us;

- Hulu or its affiliates continue to own and operate the Hulu and Disney platforms on which the Hulu Live Service is distributed and will exclusively sell and administer subscriptions to the Hulu Live Service, as well as each add-on thereto, and retain subscription revenue;

- certain affiliates of Disney agreed to sell ads on behalf of us for the Fubo Services and the Hulu Live Service in exchange for a portion of ad sale revenue; and

- Hulu agreed to license the Hulu Live Service-specific brands to us for use in the Hulu Live Business.

The Commercial Agreement provides for an initial term of five years, renewable for an additional five-year term by mutual agreement.

Basis of Presentation — Business Combination

The Company has accounted for the acquisition consummated pursuant to the Business Combination Agreement as a reverse acquisition of the Company using the acquisition method of accounting in accordance with GAAP, with the Hulu Live Business treated as the accounting acquirer of the Company. Accordingly, commencing with this Quarterly Report on Form 10-Q for the quarter ended December 31, 2025, the historical combined carve-out financial statements of the Hulu Live Business are presented as the historical financial statements of the Company. Prior to the Business Combination, the Hulu Live Business operated as part of Hulu, which is controlled and consolidated by Disney, and, therefore, its historical financial statements were prepared on a carve-out basis from Disney and Hulu, including allocations of certain corporate costs, shared services, and assets and liabilities that were not historically operated or financed on a standalone basis.

As a result, the financial results and information included herein for the current period reflects (x) the results of the Hulu Live Business prepared on a carve-out basis for the period from September 28, 2025 through October 28, 2025, and excludes Fubo's results for this period, and (y) the results of combined Fubo and Hulu Live businesses for the period from October 29, 2025 through December 31, 2025. The financial results and information for all historical periods presented herein reflect the results of the Hulu Live Business prepared on a carve-out basis and excludes the results of the historical Fubo business. Therefore, the historical results of the Hulu Live Business are not necessarily comparable to the results of the Company following the Business Combination.

Segments

We have one operating segment as of December 31, 2025, the streaming business.

Key Factors and Trends Impacting Performance

Our financial condition and results of operations have been, and may in the future be, affected by a number of factors and trends, such as those described in Part II, Item 1A, "Risk Factors" and the following:

Brand Awareness

Building and maintaining a strong brand is important to our ability to attract and retain subscribers, as potential subscribers have a number of Pay TV choices. We and our competitors attract new subscribers from each other's existing subscriber bases as well as from first-time purchasers of Pay TV services. We continue to experience increased competition, including from companies that promote their brands through traditional forms of advertising, such as print media and TV commercials, as well as Internet advertising and website product placement. We primarily rely on paid marketing channels (such as social media, search advertising, display advertising, radio, out of home and television) to grow our brand and reach new subscribers. If these channels become less efficient our growth could be adversely affected.

Subscriber Acquisition, Retention and Engagement

Our long-term growth will depend in part on our ability to grow and retain our subscriber base, as well as increased engagement by our subscribers. The relative content offerings, product features, pricing and user experience of our services will impact our ability to attract and retain subscribers versus our competitors. Any perceived decline in service value, whether through new features, pricing adjustments, or content changes, could hurt our ability to attract and retain customers. Aggressive promotions by competitors could further impact our value proposition.

Acceleration or Deceleration of Cord-Cutting

In recent years, we and other streaming services experienced rapid growth in adoption as consumers engage with streaming video and audio through a variety of devices, including connected TVs, mobile phones, and tablets. Although traditional Pay TV still accounts for a meaningful share of TV viewing hours for U.S. households, the proportion has declined in recent years as customers cut the cord. While we believe consumers are increasingly favoring the streaming services based on, among other factors, customer experience and pricing considerations, these positive trends for our business may not continue during future periods.

Advertising Sales and Market Dynamics

A key source of revenue for the Company is from advertising sales. Pursuant to our Commercial Agreement with Hulu, certain affiliates of Disney sell ads on behalf of the Company for the Fubo Services and Hulu Live Service in exchange for a portion of ad sale revenue. As a result, a portion of our business model depends on the marketing and sale of advertising inventory across our services pursuant to such agreement. The advertising industry is highly competitive, with numerous internet streaming platforms and services, as well as traditional media, such as radio, broadcast, cable and satellite TV and satellite and internet radio. Many advertisers devote a substantial portion of their advertising budgets to traditional media, and we expect advertisers may do so in the future. Although traditional TV advertisers have shown a growing interest in over-the-top ("OTT") advertising, we cannot be certain that their interest will increase in the future. If advertisers do not perceive meaningful benefits of OTT advertising, if there are delays or shortfalls in the sale of advertising on our platforms, or if a sufficient supply of quality video advertising inventory cannot be maintained at reasonable costs to keep up with demand, our operating results and growth prospects could be adversely affected. In addition, advertising spend is affected by broader macroeconomic conditions, and therefore economic downturns and recessionary fears may also negatively impact our advertising revenue.

Content Acquisition and Renewal

Our ability to compete successfully will depend, among other things, on our ability to obtain and package desirable content and deliver it to our subscribers at competitive prices. The addition or loss of popular content or channels, including our ability to enter into new content deals or negotiate renewals with our content providers on terms that are favorable to us, or at all, could affect our results and our ability to grow our business. Content costs represent the majority of our "Subscriber related expenses" and the largest component of our total operating expenses. We have seen an increase in these costs in recent periods. As a result, the renewal of long-term content contracts may be on less favorable pricing terms in the future, which could pressure our margins if we are unable to pass these increased programming costs on to our subscribers. In addition, as content providers bring to market their own direct-to-consumer streaming services, including the simulcasting and/or exclusive distribution of sporting events, the differentiated value proposition offered by our services may diminish. Moreover, if current or future content partners refuse to grant our subscribers access to stream certain channels, or make their content available on their own DTC platform or our competitors' platforms, whether exclusively or at more attractive pricing, this could adversely affect our ability to acquire and retain subscribers, which could materially and adversely affect our business, financial condition and results of operations.

Seasonality

We typically generate significantly higher levels of revenue and subscriber additions in the fourth quarter (July - September) and first quarter (October - December) of our fiscal year. This seasonality is driven primarily by an influx of new subscribers at the start of the National Football League and college football seasons as well as for the fall TV season when many entertainment networks premiere new programming. Our operating results may also be affected by the scheduling of major sporting events that do not occur annually, such as the World Cup, the cancellation or postponement of sporting events and adjustments to our content portfolio and corresponding availability of sports events. In addition, we typically see the total number of subscribers on our platform peak in the first quarter of our fiscal year.

Macroeconomic Factors

Macroeconomic factors, including mounting inflationary cost pressures, uncertainty related to U.S. and international tariffs and other trade barriers, and potential recession indicators, have created significant volatility, uncertainty, and economic disruption. We continue to monitor the effects of the macroeconomic environment and take appropriate steps designed to mitigate the impact on our business; however, the nature and extent of this impact in future periods remains difficult to predict due to numerous uncertainties outside our control.

Components of Results of Operations

Revenues

Subscription

Subscription revenue consists of subscription plans for the Fubo Services sold through the Company's website and third-party app stores.

Related party

Pursuant to our Commercial Agreement with Hulu, for the Hulu Live Service, the Company receives a wholesale fee from Hulu initially equal to 95% of carriage fee expenses incurred by the Hulu Live Business for calendar years 2025 and 2026, escalating to 97.5% in calendar year 2027 and 99% in calendar year 2028 and thereafter.

Advertising

Pursuant to our Commercial Agreement with Hulu, certain affiliates of Disney exclusively sell ads on behalf of the Company for the Fubo Services and Hulu Live Service and remit 100% of the revenue to the Company, net of a 15% ad agency fee.

Other

Other revenue consists of distribution fees, commissions, and carriage fees earned on sales through a channel distribution platform for the Fubo Services and Hulu Live Service.

Subscriber related expenses

Subscriber related expenses consist primarily of third-party affiliate distribution rights and other distribution costs related to content streaming on the Fubo and Hulu platforms. Subscriber related expenses - related party consist of program license fees related to content provided by various Disney entities streaming on the Fubo Services and Hulu Live Services.

Broadcasting and transmission

Broadcasting and transmission expenses consist primarily of the cost to acquire a signal, and transcode, store, and retransmit it to the subscribers.

Sales and marketing

Sales and marketing expenses for the Fubo Services consist of payroll and related costs, benefits, rent and utilities, stock-based compensation, agency costs, advertising campaigns and branding initiatives. Pursuant to our Commercial Agreement with Hulu, the Company bears all marketing expenses of the Hulu Live Business and will pay Hulu a marketing support fee equal to 10% of the Hulu Live Business's marketing budget, which marketing budget must be at least equal to 0.7% of revenues of the Hulu Live Business. In exchange for the fee, Hulu will be responsible for marketing execution for the Hulu Live Service in consultation with the Company. All sales and marketing costs are expensed as they are incurred.

Technology and development

Technology and development expenses consist primarily of payroll and related costs, benefits, rent and utilities, stock-based compensation, technical services, software expenses, and hosting expenses.

General and administrative

General and administrative expenses consist primarily of payroll and related costs, benefits, rent and utilities, stock-based compensation, corporate insurance, office expenses, professional fees, as well as travel, meals, and entertainment costs.

Depreciation and amortization

Depreciation and amortization expense includes depreciation of fixed assets and amortization of finite-lived intangible assets.

Other income (expense)

Other income (expense) primarily consists of gains and losses in extinguishment of debt, interest income, interest expense and financing costs on our outstanding borrowings, gain on the settlement of litigation, net and amortization of debt premium and discount.

Income tax benefit (provision)

The income tax benefit (provision) is driven by the change in deferred tax assets and liabilities and resulting change in valuation allowance.

Results of Operations for the Three Months Ended December 31, 2025 and December 28, 2024 (in thousands):

	For the Three Months Ended	
	December 31, 2025	**December 28, 2024**
Revenues		
Subscription	$ 292,233	$ —
Related party	1,160,434	1,102,461
Advertising	91,523	—
Other	4,498	3,531
Total revenues	**1,548,688**	**1,105,992**
Operating expenses		
Subscriber related expenses	953,516	484,330
Subscriber related expenses - related party	474,264	618,130
Broadcasting and transmission	8,863	—
Sales and marketing	59,250	2,236
Technology and development	13,617	—
General and administrative	35,291	39,883
Depreciation and amortization	24,230	—
Total operating expenses	1,569,031	1,144,579
Operating loss	**(20,343)**	**(38,587)**
Other income (expense)		
Interest expense, net	(1,443)	—
Amortization of debt premium, net	3,062	—
Other income	27	—
Total other income (expense)	1,646	—
Loss before income taxes	(18,697)	(38,587)
Income tax provision	(367)	—
Net loss	**(19,064)**	**(38,587)**

Revenue, net

Three Months Ended December 31, 2025 and December 28, 2024

During the three months ended December 31, 2025, we recognized revenues of $1,548.7 million compared to $1,106.0 million during the three months ended December 28, 2024. The increase of $442.7 million was primarily due to an increase in subscription revenue of $292.2 million from the Fubo Services as a result of the Business Combination, an increase in advertising revenue of $91.5 million and an increase in related party revenue of $58.0 million from the Hulu Live Service. There was no subscription revenue during the three months ended December 28, 2024. The increase in related party revenue was primarily due to an increase in carriage fees primarily from an increase in subscribers and contractual rates. The increase in advertising revenue is primarily due to the addition of advertising revenue from both the Fubo Services and Hulu Live Service. There was no advertising revenue recognized in the prior period.

Subscriber related expenses

Three Months Ended December 31, 2025 and December 28, 2024

During the three months ended December 31, 2025, we recognized subscriber related expenses of $1,427.8 million compared to $1,102.5 million during the three months ended December 28, 2024. The increase of $325.3 million was primarily due to the addition of program license fees from the Fubo Services as a result of the Business Combination and an increase in program license fees on the Hulu Live Service due to an increase in subscribers and program license contractual rates.

Broadcasting and transmission

Three Months Ended December 31, 2025 and December 28, 2024

During the three months ended December 31, 2025, we recognized broadcasting and transmission expenses of $8.9 million from the Fubo Services as a result of the Business Combination. There are no comparable results in the prior period.

Sales and marketing

Three Months Ended December 31, 2025 and December 28, 2024

During the three months ended December 31, 2025, we recognized sales and marketing expenses of $59.3 million compared to $2.2 million during the three months ended December 28, 2024. The increase of $57.0 million was primarily due to sales and marketing expenses from the Fubo Services as a result of the Business Combination.

Technology and development

Three Months Ended December 31, 2025 and December 28, 2024

During the three months ended December 31, 2025, we recognized technology and development expenses of $13.6 million from the Fubo Services as a result of the Business Combination. There are no comparable results in the prior period.

General and Administrative

Three Months Ended December 31, 2025 and December 28, 2024

During the three months ended December 31, 2025, general and administrative expenses totaled $35.3 million, compared to $39.9 million during the three months ended December 28, 2024. The decrease of $4.6 million was primarily due to the reduction of certain expense allocations from Disney and Hulu in the three months ended December 28, 2024, offset by an increase in expenses from Fubo during the three months ended December 31, 2025.

Depreciation and amortization

Three Months Ended December 31, 2025 and December 28, 2024

During the three months ended December 31, 2025, we recognized depreciation and amortization expenses of $24.2 million. There are no comparable results in the prior period.

Other Income (Expense)

Three Months Ended December 31, 2025 and December 28, 2024

During the three months ended December 31, 2025, we recognized $1.6 million of other expense, net. There are no comparable results in the prior period.

Income tax provision

Three Months Ended December 31, 2025 and December 28, 2024

During the three months ended December 31, 2025, we recognized an income tax provision of $0.4 million. There are no comparable results in the prior year.

Key Performance Metrics -

We use certain key performance metrics to monitor and manage our business, including to measure our operating performance, identify trends affecting our business and make strategic decisions. We believe these key performance metrics provide useful information to investors in evaluating our operating results in the same manner management does.

Total Subscribers

Total Subscribers represent the total number of subscribers to our live TV streaming services, including Fubo and Hulu + Live TV, who have completed registration, have activated a payment method (reflecting one paying subscriber per plan), and from whom payment was collected during the month ending the relevant period. Subscribers participating in free or trial offerings are excluded from this metric. We believe the number of total paid subscribers is a useful metric for gauging the size of our user base following the business combination with Hulu + Live TV. For comparative purposes, Total Subscribers for the period ended prior to the Closing Date gives effect to the Business Combination as if it had been completed at the beginning of such period.

We had 6.2 million and 6.3 million Total Subscribers in the United States and Canada ("North America" or "NA") as of December 31, 2025 and December 28, 2024, respectively, and 0.33 million and 0.36 million Total Subscribers in the remaining territories in which the Company operates ("Rest of World" or "ROW") as of December 31, 2025 and December 28, 2024, respectively.

Gross Profit and Gross Margin (GAAP)

Gross Profit is defined as Revenue less Subscriber related expenses and Broadcasting and transmission. Gross Margin is defined as Gross Profit divided by Revenue. We believe these measures are useful because they represent key profitability metrics for our business and are used by management to evaluate the performance of our business, including measuring the cost to deliver our product to subscribers against revenue.

Our Gross Profit was $112.0 million and $3.5 million for the three months ended December 31, 2025 and December 28, 2024, respectively. Our Gross Margin was 7.2% and 0.3% for the same periods, respectively.

Liquidity and Capital Resources

The accompanying unaudited condensed consolidated financial statements have been prepared assuming that we will continue as a going concern, which contemplates the continuity of operations, realization of assets, and liquidation of liabilities in the normal course of business. See Note 13 in the accompanying unaudited condensed consolidated financial statements for a further discussion of our cash commitments and contractual obligations as of December 31, 2025, including lease obligations and sponsorship agreements.

Our primary sources of cash are receipts from subscription, related party and advertising revenues as well as proceeds from debt financings. Our primary uses of cash are programming license fees and operating expenses, including payroll-related, marketing, technology and professional fees.

In January 2026, we and an affiliate of Disney entered into a promissory note (the "Disney Note") pursuant to which such affiliate provided us with $145.0 million of indebtedness in the form of a senior unsecured term loan (the “Facility”). The Disney Note bears interest at a rate of 4.2% per annum. The Disney Note is unsecured and matures on January 5, 2031 unless earlier repaid, subject to springing maturity in the event we incur certain unsecured indebtedness with a scheduled maturity prior to January 5, 2031. We may prepay any portion of the outstanding principal at any time without penalty. See Note 10 for more information relating to the Facility.

In January 2026, the proceeds of the Facility were used to repay the majority of our convertible senior notes due 2026 (the "2026 Convertible Notes"). The remainder of the approximately $4.5 million aggregate principal amount of the 2026 Convertible Notes will be paid on February 15, 2026, the maturity date. As of December 31, 2025, the aggregate principal amount of our convertible senior secured notes due 2029 (the "2029 Convertible Notes") outstanding is approximately $177.5 million, which will mature on February 15, 2029, unless earlier repurchased or converted.

We have an effective shelf registration statement on Form S-3 (No. 333-292921) filed with the SEC on January 23, 2026 under which we may offer, from time to time, in one or more offerings any combination of Class A common stock, preferred stock, debt securities, warrants, purchase contracts and units. On January 23, 2026, we filed with the SEC two prospectus supplements to the prospectus included in the Form S-3, covering (i) the resale from time to time by Hulu of up to an aggregate of 947,910,220 shares (the “Hulu Shares”) of our Class A Common Stock, issuable to Hulu upon exercise, conversion or exchange of other securities of the Company or any of its subsidiaries (including shares of Class B Common Stock, and units in Fubo Operations LLC) owned by Hulu, to satisfy registration rights we granted pursuant to a Registration Rights Agreement, dated October 29, 2025, between us and Hulu and (ii) the resale from time to time by certain stockholders of the Company of up to an aggregate of 29,270,178 shares (the “2029 Notes Conversion Shares”) of Class A Common Stock issuable upon conversion of the 2029 Convertible Notes.

As of December 31, 2025, we had cash, cash equivalents, and restricted cash of $458.6 million. Based on our current outlook, we expect to primarily use our cash and cash equivalents, and cash flows from operations, to fund our operations. However, our future capital requirements will depend on many factors, including, but not limited to, those detailed in Part II, Item 1A, Risk Factors in this Quarterly Report. We therefore may from time to time seek to raise additional capital, to, among other things, fund tax distributions under the Newco Operating Agreement, payments under the Tax Receivables Agreement with Newco and Hulu, if necessary, the redemption right held by Hulu that it may exercise from time to time (should we elect to exchange their Class B Common Stock for a cash payment), repurchases of our debt or equity securities or, if a change in market conditions or other circumstances impacts our current outlook and/or liquidity needs, to fund our operating plan. We also may raise capital from time to time to strengthen our balance sheet and enhance our liquidity. In addition, we may seek to repurchase, refinance or restructure our outstanding debt securities prior to their maturity in one or more transactions, which may involve the payment of cash or the issuance of additional debt or equity securities.

No assurance can be given that any future financing will be available or, if available, that it will be on terms that are satisfactory to us. Issuing additional shares of our capital stock, other equity securities, or additional securities convertible into equity may dilute the economic and voting rights of our existing shareholders, reduce the market price of our common stock, or both. Debt securities convertible into equity could be subject to adjustments in the conversion ratio pursuant to which certain events may increase the number of equity securities issuable upon conversion. Preferred stock, if issued, could have a preference with respect to liquidating distributions or a preference with respect to dividend payments that could limit our ability to pay dividends to the holders of our common stock. Our decision to issue securities in any future offering will depend on market conditions and other factors beyond our control, which may adversely affect the amount, timing, or nature of our future offerings. As a result, holders of our common stock bear the risk that our future offerings may reduce the market price of our common stock and dilute their percentage ownership. If we are unable to raise additional capital due to unfavorable market conditions, including rising interest rates, or otherwise, or generate cash flows necessary to expand our operations and invest in continued innovation, we may not be able to compete successfully, which would harm our business, operations, and financial condition.

We believe our existing cash and cash equivalents will provide us with the necessary liquidity to continue as a going concern for at least the next twelve months. Our future capital requirements and the adequacy of our available funds will depend on many factors, including our ability to successfully attract and retain subscribers and compete in a rapidly changing market with many competitors. In addition to the foregoing, based on our current assessment, we do not expect any material impact on our long-term development timeline, revenue levels and our liquidity due to macroeconomic factors, including inflationary cost pressures and potential recession indicators. However, we are continuing to assess the impact that macroeconomic factors may have on our operations, financial condition and liquidity, which depends on factors beyond our knowledge and control. See Note 10 in the accompanying unaudited condensed consolidated financial statements for further discussion regarding our outstanding indebtedness.

Cash Flows (in thousands):

	Three Months Ended	
	December 31, 2025	**December 28, 2024**
Continuing operations:		
Net cash used in operating activities	$ (200,310)	$ (42,593)
Net cash provided by investing activities	264,347	—
Net cash provided by financing activities	394,522	42,593
Net increase (decrease) in cash, cash equivalents and restricted cash	**$ 458,559**	**$ —**

Operating Activities

Net cash used in operating activities was $200.3 million during the three months ended December 31, 2025 compared to net cash used in operating activities of $42.6 million during the three months ended December 28, 2024. The change was primarily driven by the operating activities of the Fubo Services as a result of the Business Combination.

Investing Activities

Net cash used in investing activities was $264.3 million during the three months ended December 31, 2025. The change was primarily driven by cash received of $268.1 million from legacy Fubo as a result of the Business Combination. There were no investing activities during the three months ended December 28, 2024.

Financing Activities

Net cash provided by financing activities was $394.5 million during the three months ended December 31, 2025 compared to net cash provided by financing activities of $42.6 million during the three months ended December 28, 2024. The change was primarily driven by an increase in net contribution from Disney for the period prior to the Closing Date.

Off-Balance Sheet Arrangements

As of December 31, 2025, there were no off-balance sheet arrangements.

Critical Accounting Policies and Estimates

Our discussion and analysis of financial condition and results of operations is based upon our unaudited condensed consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP" or "U.S. GAAP"). The preparation of these unaudited condensed consolidated financial statements and related disclosures requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Those estimates and assumptions include, but are not limited to, allocating the fair value of purchase consideration issued in business acquisitions, recoverability of goodwill and intangible assets, valuation of warrants, and equity instruments and accounting for income taxes, including the valuation allowance on deferred tax assets.

Business Combinations

We recognize, separately from goodwill, identifiable assets and liabilities acquired in a business combination at fair value on the date of acquisition. We use our best estimates and assumptions to accurately assign fair value to the tangible and identifiable intangible assets acquired and liabilities assumed at the acquisition date as well as the useful lives of those acquired intangible assets. We estimate the useful lives of the intangible assets based on the expected period over which we anticipate generating economic benefit from the asset. The determination of the fair value of acquired identifiable intangible assets requires us to make significant estimates and assumptions regarding projected revenue and growth rates, royalty rates, and discount rates. Unanticipated events and circumstances may occur that may affect the accuracy or validity of such assumptions, estimates or actual results. We also review our intangible assets for impairment whenever changes in circumstances indicate that the carrying amount of an asset is not recoverable.

Goodwill

We test goodwill for impairment on an annual basis on July 1 for each fiscal year or more frequently if events or changes in circumstances indicate that the carrying amount of goodwill may not be recoverable. We measure recoverability of goodwill at the reporting unit level. The process of determining the fair value of a reporting unit is highly subjective and involves the use of significant estimates and assumptions. In performing our annual assessment, we can opt to perform a qualitative assessment to test a reporting unit's goodwill for impairment or we can directly perform a quantitative assessment. Based on our qualitative assessment, if we determine that the fair value of our reporting unit is, more likely than not, less than its carrying amount, then the quantitative assessment is performed. Any excess of the reporting unit's carrying amount over its fair value will be recorded as an impairment loss.

Intangible Assets

We amortize purchased-intangible assets on a straight-line basis over the estimated useful life of the assets. We review purchased-intangible assets whenever events or changes in circumstances indicate that the useful life is shorter than we had originally estimated or that the carrying amount of assets may not be recoverable. If such facts and circumstances indicate an asset's carrying amount may not be recoverable, we assess the recoverability of purchased-intangible assets by comparing the projected undiscounted net cash flows associated with the asset group against their respective carrying amounts. Impairment, if any, is based on the excess of the carrying amount over the fair value of these asset groups. If the useful life of the asset is shorter than originally estimated, we accelerate the rate of amortization and amortize the remaining carrying value over the new shorter useful life.

Stock-Based Compensation

We recognize stock-based compensation for stock-based awards (including stock options, restricted stock units, and restricted stock awards) in accordance with ASC No. 718, Compensation – Stock Compensation ("ASC 718"). Determining the appropriate fair value of stock-based awards requires numerous assumptions, some of which are highly complex and subjective.

Stock-based awards generally vest subject to the satisfaction of service requirements, or the satisfaction of both service requirements and achievement of certain performance conditions or market and service conditions. For stock-based awards that vest subject to the satisfaction of service requirements or market and service conditions, stock-based compensation is measured based on the fair value of the award on the date of grant and is recognized as stock-based compensation on a straight-line basis over the requisite service period. For stock-based awards that have a performance component, stock-based compensation is measured based on the fair value on the grant date and is recognized over the requisite service period as achievement of the performance objective becomes probable.

We estimate the fair value of our stock option awards on the grant date using the Black-Scholes option-pricing model. The Black-Scholes option-pricing model requires the use of judgments and assumptions, including fair value of our common stock, the option's expected term, the expected price volatility of the underlying stock, risk free interest rates and the expected dividend yield. The Black-Scholes model assumptions are further described below:

- Common stock – The fair value of the Company's common stock.
- Expected Term - The expected term of options represents the period that the Company's stock-based awards are expected to be outstanding based on the simplified method, which is the half-life from vesting to the end of its contractual term. The simplified method was used because the Company does not have sufficient historical exercise data to provide a reasonable basis for an estimate of expected term.
- Expected Volatility – The Company historically has lacked sufficient company specific historical and implied volatility information. Therefore, it estimates its expected stock volatility based primarily on the historical volatility of a publicly traded set of peer companies with consideration of the volatility of its own traded stock price.
- Risk-Free Interest Rate - The Company bases the risk-free interest rate on the implied yield available on U.S. Treasury zero-coupon issues with an equivalent remaining term.
- Expected Dividend - The Company has never declared or paid any cash dividends on its common shares and does not plan to pay cash dividends in the foreseeable future, and, therefore, uses an expected dividend yield of zero in its valuation models.

There were no stock options granted during the three months ended December 31, 2025.

If any of the assumptions used in the Black-Scholes option-pricing model change significantly, stock-based compensation for future awards may differ materially compared with the previously granted awards.

We account for forfeitures as they occur.

The fair value of our restricted stock units and restricted stock awards is estimated on the date of grant based on the fair value of our common stock.

There have been no material changes to our critical accounting policies and estimates from those disclosed in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" of the Annual Report.

Recently Issued Accounting Pronouncements

See Note 3 to our unaudited condensed consolidated financial statements in Part I, Item 1 of this Quarterly Report for a discussion of recent accounting policies.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

We are exposed to market risks in the ordinary course of our business, including risks relating to changes in interest rates and foreign currency The following discussion provides additional information regarding these risks.

Interest Rate Risk

As of December 31, 2025, we had cash, cash equivalents, and restricted cash of $458.6 million. Our cash equivalents are generally invested in money market funds. Interest paid on such funds fluctuates with the prevailing interest rate. In addition, as of December 31, 2025, we had $322.9 million of outstanding indebtedness on a consolidated basis which included $144.8 million of 2026 Convertible Notes, $177.5 million of 2029 Convertible Notes and other notes outstanding with an aggregate principal of approximately $0.6 million. Our indebtedness bears interest at a fixed rate. We do not enter into investments for trading or speculative purposes and have not used any derivative financial instruments to manage our interest rate risk exposure. As of December 31, 2025, a hypothetical 10% change in interest rates would not have resulted in a material impact on our consolidated financial statements.

Foreign Currency Risk

Revenues denominated in currencies other than the U.S. dollar account for approximately 0.4% and 0.0% of the consolidated amount for the three months ended December 31, 2025 and December 28, 2024, respectively. Our financial statements are reported in U.S. dollars and, accordingly, fluctuations in exchange rates will affect the translation of our revenues and expenses denominated in foreign currencies into U.S. dollars for purposes of reporting our consolidated financial results. Our most significant currency exchange rate exposures are euro and Canadian dollar. As of December 31, 2025, a hypothetical 10% weakening of the euro and Canadian dollar relative to the U.S. dollar would not have resulted in a material impact on our consolidated financial statements.

Item 4. Controls and Procedures

Limitations on effectiveness of controls and procedures

In designing and evaluating our disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and principal financial officer, evaluated, as of the end of the period covered by this Quarterly Report, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based upon that evaluation, our principal executive officer and principal financial officer concluded that, as of December 31, 2025, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended December 31, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

We are, and may in the future, be involved in various legal proceedings arising from the normal course of business activities. Although the results of litigation and claims cannot be predicted with certainty, currently, the Company believes that the likelihood of any material adverse impact on the Company's consolidated results of operations, cash flows or our financial position for any such litigation or claims is remote. Regardless of the outcome, litigation can have an adverse impact on the Company because of the costs to defend lawsuits, diversion of management resources and other factors.

DISH Technologies, LLC, et al. v. fuboTV Media Inc., No. 1:23-cv-00986 (D. Del)

On September 6, 2023, DISH Technologies L.L.C. and Sling TV L.L.C. (collectively, "DISH") filed a complaint in the District of Delaware alleging that fuboTV Media Inc. (n/k/a FuboTV Media LLC) ("FuboTV Media") infringes eight of DISH's patents by streaming video through a FuboTV Media application and seeking damages and injunctive relief.

On December 14, 2023, following a series of stipulated extensions, FuboTV Media filed a motion to dismiss the complaint asserting that DISH's patents are invalid. A hearing was held on March 25, 2024.

On May 7, 2024, DISH filed a motion for leave to file a First Amended Complaint to assert more claims. The district court granted this motion on May 21, 2024, and denied-as-moot FuboTV Media's motion to dismiss. FuboTV Media also filed petitions for *inter partes* review ("IPR") on all the asserted patents, five of which relate to patents for which the United States Patent Trial and Appeal Board ("PTAB") instituted proceedings in April 2024, and issued its final written decisions holding the majority of the challenged claims unpatentable in April 2025. The lead Petitioner in these IPRs requested rehearing and DISH requested Director Review of these decisions, both of which were denied in October 2025 and August 2025, respectively. The lead Petitioner in these IPRs, FuboTV Media, and DISH filed notices of appeal and those appeals are pending. In November 2025, the PTAB issued its final written decisions on the IPRs for remaining three patents, holding all claims of all three patents unpatentable. In December 2025, DISH filed petitions for Director Review of these three decisions, which FuboTV Media opposed. These petitions are pending.

After filing its IPR petitions, FuboTV Media filed a motion to stay the district court case pending resolution of those reviews. The district court granted that motion on August 13, 2024, staying the case until two weeks after the PTAB issues final written decisions on the five then-instituted patents and any appeals therefrom, and ordered that the stay would remain in place for the duration of any instituted IPRs and appeals therefrom on the remaining three patents. On December 5, 2024, the parties informed the Court that the PTAB instituted review for the remaining three patents. Currently, the case is fully stayed pending the instituted IPRs and related appeals.

The Company believes it has meritorious defenses and intends to defend itself vigorously in this matter.

Video Privacy Protection Act ("*VPPA") Matters*

The Company has been named as defendant in putative class action complaints bringing claims under the VPPA, alleging the Company shared subscribers' personally identifiable information to third party advertisers and through the Meta Pixel and Google Analytics without consent. *See Burdette v. fuboTV, Inc.*, No. 1:23-cv-10351 (N.D. Ill.); *Perez, et al., v. fuboTV, Inc.*, No. 0:23-cv-61961 (S.D. Fla.); *Beasley v. fuboTV, Inc.*, No. 1:24-cv-00711 (S.D.N.Y). The *Burdette* litigation was subsequently voluntarily dismissed and refiled in state court as *Burdette v. fuboTV, Inc.*, No. 2024LA001460 (Cir. Ct. DuPage County). The Company has reached an agreement to resolve these matters on a class basis for $3,400,000. The court entered final approval of the settlement agreement on October 8, 2025. The *Beasley* plaintiff filed a notice of voluntary dismissal on April 29, 2025. The *Perez* case was also voluntarily dismissed on May 22, 2025. Additional allegations or litigation may arise against the Company in the future related to the VPPA and other privacy and consumer protection laws.

DISH Network L.L.C. vs. FuboTV Inc. and FuboTV Media

On January 2, 2026, in connection with existing breach of contract litigation brought in the Southern District of New York by Disney against DISH Network L.L.C. ("DISH"), DISH asserted antitrust counterclaims naming FuboTV Inc. and FuboTV Media, along with Disney and other Disney-affiliated companies, as counterclaim defendants. The counterclaims against the Fubo entities assert violations of Section 1 of the Sherman Act and Section 7 of the Clayton Act based on Disney's acquisition of a controlling share of Fubo. The counterclaims against Fubo seek, inter alia, injunctive relief in the form of the unwinding of Disney's acquisition of a controlling share of Fubo, as well as monetary damages. Fubo's response to these counterclaims is due on February 20, 2026.

The Company believes it has meritorious defenses and intends to defend itself vigorously in this matter.

Item 1A. Risk Factors

You should carefully consider the risks and uncertainties described below, together with all of the other information in this Quarterly Report, including our unaudited condensed consolidated financial statements and related notes and the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations." Our business, financial condition, results of operations, or prospects could also be harmed by risks and uncertainties not currently known to us or that we currently do not believe are material. If any of the risks actually occur, our business, financial condition, results of operations, and prospects could be adversely affected. In that event, the market price of our Class A Common Stock could decline, and you could lose part or all of your investment.

This Quarterly Report also contains forward-looking statements that involve risks and uncertainties. See "Forward-Looking Statements." Our actual results could differ materially and adversely from those anticipated in these forward-looking statements as a result of certain factors, including those set forth below.

Risks Related to Our Financial Position and Capital Needs

We have incurred operating losses in the past, expect to incur operating losses in the future and may never achieve or maintain profitability.

We have incurred operating losses since inception. We expect that expanding our operations and pursuing growth opportunities will cause our future operating expenses to increase. If our revenue does not grow at a greater rate than our operating expenses, we will not be able to achieve and maintain profitability. A number of our operating expenses, including expenses related to streaming content obligations, are fixed. If we are not able to either reduce these fixed obligations or other expenses or maintain or grow our revenue, our near-term operating losses may increase. Additionally, we may encounter unforeseen operating or legal expenses, difficulties, complications, delays and other factors, including, without limitation, in connection with integration activities following the Business Combination, or other strategic investments in the future, that may result in losses in future periods. If our expenses exceed our revenue, we may never achieve or maintain profitability and our business may be harmed.

We may require additional capital to meet our financial obligations and support planned business growth, and this capital might not be available on acceptable terms or at all.

We have made, and intend in the future to make, significant investments to support planned business growth and may require additional funds to respond to business challenges, including the need to develop new features or enhance our existing platform, products and services, increase marketing efforts to acquire and retain subscribers, integrate the Hulu Live Business, expand into additional markets around the world, improve our operating infrastructure or merge with or acquire complementary businesses, personnel and technologies. Accordingly, we may need to secure additional funds. If we raise additional funds through future issuances of equity or convertible debt securities, including pursuant to our shelf registration statements on Form S-3, our then existing stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences and privileges superior to those of holders of our Class A Common Stock. Any debt financing we secure in the future could involve restrictive covenants relating to our capital raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities, including potential acquisitions. If we were to violate the restrictive covenants contained in the indenture governing our 2029 Convertible Notes (the "2029 Notes Indenture") or in any future document governing our indebtedness, we could incur penalties, increased expenses and an acceleration of the payment terms of our outstanding debt, which could in turn harm our business.

We may not be able to obtain additional financing on terms favorable to us, if at all, due to unfavorable market conditions, including rising interest rates, or otherwise. In addition, the 2029 Notes Indenture, and the exchange agreement entered into in connection with the issuance of the 2029 Convertible Notes (the "Exchange Agreement"), restrict our ability to incur certain indebtedness and issue certain equity securities. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, our ability to support our business growth and to respond to business challenges could be significantly impaired, and our business may be harmed.

In addition, our cash, cash equivalents and restricted cash are maintained at financial institutions in amounts that exceed federally insured limits. In the event of failure of any of the financial institutions where we maintain our cash, cash equivalents and restricted cash, there can be no assurance that we will be able to access uninsured funds in a timely manner or at all, and we may be obligated to seek alternative sources of liquidity.

Our revenue is subject to seasonality, and if subscriber behavior during certain seasons falls below our expectations, our business may be harmed.

Seasonal variations in subscriber and marketing behavior significantly affect our business. We have previously experienced, and expect to continue to experience, effects of seasonal trends in subscriber behavior due to the seasonal nature of sports. We generate significantly higher levels of revenue and subscriber additions in the fourth (July – September) and first (October – December) quarters of the year, driven primarily by sports leagues, especially the National Football League and college football. Our operating results may also be affected by the scheduling of major sporting events that do not occur annually, such as the World Cup or Olympic Games, or the cancellation or postponement of sporting events. We also typically experience higher advertising sales during the first quarter of each calendar year due to greater advertiser demand during the holiday season, but, on the other hand, also typically incur greater marketing expenses as we attempt to attract new subscribers to our platform. In addition, expenditures by advertisers tend to be cyclical and are often discretionary in nature, reflecting overall economic conditions, the economic prospects of specific advertisers or industries, budgeting constraints and buying patterns, and a variety of other factors, many of which are outside our control.

Accordingly, given the seasonal nature of our business, accurate forecasting is critical to our operations. We anticipate that this seasonal impact on revenue is likely to continue, and any shortfall in expected revenue due to macroeconomic conditions, a decline in the effectiveness of our promotional activities, actions by our competitors, or for any other reason, would cause our results of operations to suffer significantly. For example, inflationary cost pressures and potential recession indicators have negatively impacted the global economy. If these factors continue, or worsen, our revenue may be materially impacted. A substantial portion of our expenses are personnel-related and include salaries, stock-based compensation and benefits that are not seasonal in nature. Accordingly, in the event of a revenue shortfall, we would be unable to mitigate the negative impact on margins, at least in the short term, and our business would be harmed.

We might not be able to utilize a significant portion of our net operating loss carryforwards.

As of December 31, 2024, we had federal net operating loss carryforwards of approximately $1,458.4 million, a portion of which will expire at various dates if not used prior to such dates. Under legislation enacted in 2017, informally titled the Tax Cuts and Jobs Act, as modified by the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act, federal net operating losses incurred in 2018 and in future years may be carried forward indefinitely, but the deductibility of such federal net operating losses in tax years beginning after December 31, 2020 is limited. Other limitations may apply for state tax purposes.

In addition, under Section 382 of the Internal Revenue Code of 1986, as amended (the “Code”), and corresponding provisions of state law, if a corporation undergoes an “ownership change,” which is generally defined as a greater than 50% change, by value, in its equity ownership over a three-year period, the corporation’s ability to use its pre-change net operating loss carryforwards to offset its post-change income may be limited. We have experienced ownership changes in the past, and therefore a portion of our net operating loss carryforwards are subject to an annual limitation under Section 382 of the Code. In addition, we may experience an ownership change for purposes of Section 382 of the Code with the Business Combination. A past or future ownership change that materially limits our ability to use our historical net operating loss and tax credit carryforwards may harm our future operating results by effectively increasing our future tax obligations.

Our financial condition and results of operations could be adversely affected if we do not effectively manage our current or future debt.

As of December 31, 2025, we had $322.9 million of outstanding indebtedness on a consolidated basis which included $144.8 million of 2026 Convertible Notes, $177.5 million of 2029 Convertible Notes, and other notes outstanding with an aggregate principal of approximately $0.6 million. In January 2026, we and an affiliate of Disney entered into a promissory note (the "Disney Note") pursuant to which such affiliate provided us with $145.0 million of indebtedness in the form of a senior unsecured term loan. Additionally, the terms of the 2029 Notes Indenture allow for interest payments on the 2029 Convertible Notes to be paid in kind. If we choose to pay interest on the 2029 Convertible Notes in kind, the aggregate principal amount of 2029 Convertible Notes outstanding will increase.

Our obligations related to our outstanding or any future indebtedness could adversely affect our ability to take advantage of corporate opportunities, which could adversely affect our business, financial condition, and results of operations, including, but not limited to, the following:

- our ability to obtain any necessary financing in the future for working capital, capital expenditures, debt service requirements, or other purposes may be limited, or financing may be unavailable;

- a substantial portion of our cash flows must be dedicated to the payment of principal and interest on our indebtedness and other obligations and will not be available for use in our business;

- lack of liquidity could limit our flexibility in planning for, or reacting to, changes in our business and the markets in which we operate;

- our debt obligations will make us more vulnerable to changes in general economic conditions and/or a downturn in our business, thereby making it more difficult for us to satisfy our obligations; and

- if we fail to make required debt payments or to comply with other covenants in our debt agreements, we would be in default under the terms of these agreements, which could permit our creditors to accelerate repayment of the debt and could cause cross-defaults under other debt agreements.

We may also incur additional indebtedness to meet future financing needs. If we incur any additional debt, the related risks that we and our subsidiaries face could intensify.

Finally, we may in the future be in non-compliance with the terms of certain of our other debt instruments. To the extent we are in non-compliance with the terms of such debt instruments, we may be required to make payments to the holders of such instruments, those holders may be entitled to the issuance of stock by us, and the holders of such stock may be entitled to registration or other investor rights.

Servicing our indebtedness will require a significant amount of cash, and we may not have sufficient cash flow from our business to pay our substantial indebtedness.

Our ability to make scheduled payments of the principal and interest when due, or to refinance our borrowings under our debt agreements, will depend on our future performance and our ability to raise further equity or debt financing, which is subject to economic, financial, competitive and other factors beyond our control. Our business may not generate cash flow from operations in the future sufficient to both (i) satisfy our existing and future obligations to our creditors and (ii) allow us to make necessary capital expenditures. If we are unable to generate such cash flow or raise further financing, we may be required to adopt one or more alternatives, such as reducing or delaying investments or capital expenditures, selling assets, refinancing or obtaining additional capital on terms that may be onerous or highly dilutive. Additionally, the terms of the 2029 Notes Indenture allow for interest payments on the 2029 Convertible Notes to be paid-in-kind. If we choose to pay interest on the 2029 Convertible Notes in kind, the aggregate principal amount of 2029 Convertible Notes outstanding will increase.

We may need or desire to repay, refinance, restructure or defease our existing indebtedness, including prior to its maturity, in one or more transactions, which may involve the payment of cash or the issuance of additional debt or equity securities. There can be no assurance that we will be able to refinance any of our indebtedness on commercially reasonable terms, if at all. Our ability to refinance existing or future indebtedness will depend on the capital markets and our financial condition at such time. In addition, the terms of the 2029 Notes Indenture and the Exchange Agreement restrict our ability to incur certain indebtedness and issue certain equity securities. We may not be able to engage in any of these activities or engage in these activities on desirable terms, which could result in a default on our current or future debt agreements.

Our operating results may fluctuate, which makes our results difficult to predict.

Our revenue and operating results could vary significantly from quarter-to-quarter and year-to-year because of a variety of factors, many of which are outside of our control and may not fully reflect the underlying performance of our business. As a result, comparing our operating results on a period-to-period basis may not be meaningful. In addition to other risk factors discussed herein, factors that may contribute to the variability of our quarterly and annual results include:

- our ability to retain and grow our subscriber base, as well as increase engagement among new and existing subscribers;
- our ability to maintain effective pricing practices, in response to the competitive markets in which we operate or other macroeconomic factors, such as inflation or increased taxes;
- the addition or loss of popular content or channels, including our ability to enter into new content deals or negotiate renewals with our content providers on terms that are favorable to us, or at all;
- our ability to effectively manage our growth;
- our ability to attract and retain existing advertisers;
- seasonal, cyclical or other shifts in revenue and expenses;
- our revenue mix;
- the entrance of new competitors or competitive products or services, whether by established or new companies;
- our ability to keep pace with changes in technology and our competitors, and the timing of the launch of new or updated products, content or features;
- interruptions in service, whether or not we are responsible for such interruptions, and any related impact on our reputation;
- our ability to pursue and appropriately time our entry into new geographic or content markets and, if pursued, our management of this expansion;
- costs associated with litigation, including antitrust and intellectual property infringement litigation;
- the impact of general economic conditions on our revenue and expenses; and
- changes in regulations affecting our business.

This variability makes it difficult to forecast our future results with precision and to assess accurately whether increases or decreases are likely to cause quarterly or annual results to exceed or fall short of previously issued guidance. While we assess our quarterly and annual guidance and update such guidance when we think it is appropriate, unanticipated future volatility can cause actual results to vary significantly from our guidance, even where that guidance reflects a range of possible results.

If we fail to effectively manage our growth, our business, operating results, and financial condition may suffer.

We have periodically experienced significant growth rates in both the number of subscribers on our platform and revenue since our inception. As we have grown larger and increased our subscriber base, including through the Business Combination, our overall rate of organic growth has decelerated to date.

In addition, our growth to date has placed significant demands on our management and on our operational and financial infrastructure, and we expect that further growth will continue to impose such demands. In order to attain and maintain profitability, we will need to recruit, integrate, and retain skilled and experienced personnel who can demonstrate our value proposition to subscribers, advertisers, and business partners and who can increase the monetization of our platform. Continued growth, including as a result of the Business Combination, could also strain our ability to maintain reliable service levels for our customers, effectively monetize the content streamed, develop and improve our operational and financial controls, and recruit, train, and retain highly skilled personnel. If our systems do not evolve to meet the increased demands placed on us by an increasing number of advertisers, we also may be unable to meet our obligations under advertising agreements with respect to the delivery of advertising or other performance obligations. As our operations grow in size, scope, and complexity, we will need to improve and upgrade our systems and infrastructure, which will require significant expenditures and allocation of valuable technical and management resources. If we fail to maintain efficiency and allocate limited resources effectively in our organization as it grows, our business, operating results, and financial condition may suffer.

We have also expanded our operations internationally in recent years, and as our international offering evolves, we are managing and adjusting our business to address varied content offerings, consumer customs and practices, in particular those dealing with e-commerce and streaming video, as well as differing legal and regulatory environments.

Risks Relating to the Business Combination

The integration of the historical Fubo business and the Hulu Live Business presents challenges that may result in failure to achieve the anticipated benefits of the Business Combination.

The Business Combination involves the combination of two businesses, the historical Fubo business and the Hulu Live Business. We are required to devote management attention and resources to integrating our respective business practices and operations. Difficulties we may encounter in the integration process include the following:

- the inability to successfully integrate the two businesses, including operations, technologies, products and services, in a manner that permits Newco to achieve the cost savings and operating synergies anticipated to result from the Business Combination, which could result in the anticipated benefits of the Business Combination not being realized partly or wholly in the time frame currently anticipated or at all;

- lost sales and customers as a result of certain customers of either or both of the two businesses deciding not to do business with Newco, or deciding to decrease their amount of business in order to reduce their reliance on a single company;

- the necessity of coordinating geographically separated organizations, systems and facilities;

- contingent liabilities that are larger than expected;

- potential unknown liabilities and unforeseen increased expenses, delays or regulatory conditions associated with the Business Combination;

- consolidating and rationalizing information technology platforms and administrative infrastructures as well as accounting systems and related financial reporting activities; and

- preserving important relationships of both the historical Fubo business and the Hulu Live Business and resolving potential conflicts that may arise.

Furthermore, it is possible that the integration process could result in the loss of our key employees or skilled workers. The loss of key employees and skilled workers could adversely affect our ability to successfully conduct its business because of their experience and knowledge of our business. In addition, we could be adversely affected by the diversion of management's attention and any delays or difficulties encountered in connection with the integration of the historical Fubo business and the Hulu Live Business. The process of integrating operations could cause an interruption of, or loss of momentum in, the activities of the historical Fubo business and the Hulu Live Business. If we experience difficulties with the integration process, the anticipated benefits of the Business Combination may not be realized fully or at all, or may take longer to realize than expected. These integration matters could have an adverse effect on our business, results of operations, financial condition or prospects during this transition period and for an undetermined period after completion of the Business Combination.

Our principal asset is our interest in Newco, and, accordingly, we depend on distributions from Newco to pay our taxes and expenses, including payments under the Tax Receivables Agreement, and to pay dividends. Newco's ability to make such distributions is subject to various limitations and restrictions.

Following the completion of the Business Combination, we are a holding company and have no material assets other than our ownership of Newco Units. As such, we have no independent means of generating revenue or cash flow, and our ability to pay our taxes and operating expenses or declare and pay dividends in the future is dependent upon the financial results and cash flows of Newco and its subsidiaries and distributions we receive from Newco. Newco and its subsidiaries may not generate sufficient cash flow to distribute funds to us and applicable state law and contractual restrictions, including negative covenants in our debt instruments, may not permit such distributions.

Newco is treated as a partnership for U.S. federal income tax purposes and, as such, is not subject to any entity-level U.S. federal income tax. Instead, taxable income is allocated to us and Hulu (as the holders of Newco Units). Accordingly, we incur income taxes on our allocable share of any net taxable income of Newco. Under the terms of the Newco operating agreement (the "Newco Operating Agreement"), Newco is obligated, subject to various limitations and restrictions, including with respect to any applicable credit agreements, to make tax distributions to us and Hulu (as the holders of Newco Units). In addition to tax expenses, we also incur expenses related to our operations, including payments under the Tax Receivables Agreement with Newco and Hulu (the "Tax Receivables Agreement"), which we expect could be significant.

We intend, as its managing member, to cause Newco to make (i) pro rata tax distributions to us and Hulu (as the holders of Newco Units) in an amount sufficient to fund all of our tax obligations in respect of taxable income allocated to us and to cover our other tax obligations, including payments due under the Tax Receivables Agreement, and (ii) distributions to us to pay our operating expenses. However, Newco's ability to make such distributions may be subject to various limitations and restrictions, such as restrictions on distributions that would either violate any contract or agreement to which Newco is then a party, including debt agreements, or any applicable law, or that would have the effect of rendering Newco insolvent. If we do not have sufficient funds to pay our tax or other liabilities or to fund our operations, we may have to borrow funds, which could materially adversely affect our liquidity and financial condition and subject us to various restrictions imposed by any such lenders. To the extent that we are unable to make timely payments under the Tax Receivables Agreement for any reason, such payments generally will be deferred and will accrue interest until paid.

Under the Newco Operating Agreement, we intend to cause Newco, from time to time, to make pro rata distributions in cash to us and Hulu (as the holders of Newco Units) in amounts at least sufficient to cover the taxes imposed on our allocable shares of net taxable income of Newco. While tax distributions are intended to be set according to our tax liabilities (including the Tax Receivables Agreement), it is possible that as a result of (i) potential differences in the amount of net taxable income allocable to us and Hulu and (ii) certain tax benefits that we anticipate from (a) future purchases or redemptions of Newco Units from Hulu and (b) payments under the Tax Receivables Agreement, these cash distributions may be in amounts that exceed our actual tax liabilities with respect to the relevant taxable year, including our obligations under the Tax Receivables Agreement. In such case, our board of directors will determine the appropriate uses for any such excess cash, which may include, among other uses, the payment of obligations under the Tax Receivables Agreement and the payment of other expenses. We have no obligation to distribute such cash (or other available cash) to our stockholders. No adjustments to the exchange ratio for Newco Units and corresponding shares of the Class A Common Stock will be made as a result of any cash distribution by us or any retention of cash by us, and in any event the ratio will remain one-to-one. To the extent we do not distribute such excess cash as dividends on our stock we may take other actions with respect to such excess cash, for example, holding such excess cash, or lending or contributing it (or a portion thereof) to Newco, which may result in shares of our Class A Common Stock increasing in value relative to the value of Newco Units. Following such loan or a contribution of such excess cash to Newco, we may, but are not required to, make an adjustment to the outstanding number of Newco Units held by Hulu. In the absence of such adjustment, Hulu may benefit from any value attributable to such cash and/or loan balances if it acquires shares of Class A Common Stock in exchange for its Newco Units, notwithstanding that Hulu may have participated previously as a holder of Newco Units in distributions that resulted in such excess cash balances.

The Tax Receivables Agreement with Hulu requires us to make cash payments to Hulu in respect of certain tax benefits to which we may become entitled, and we expect that the payments we could be required to make could be substantial in the future.

Upon the closing of the Business Combination, we entered into a Tax Receivables Agreement with Newco and Hulu. Under the Tax Receivables Agreement, we are required to make cash payments to Hulu for certain tax benefits realized (or, in connection with an acceleration upon our election to terminate the Tax Receivables Agreement, deemed realized) by us. We are generally obligated to pay Hulu a percentage of the benefit realized by us from our use of certain historic net operating loss carryforwards (“NOLs”) in an amount equal to the lesser of (i) 70% and (ii) Hulu’s ownership percentage of Newco as of the beginning of the taxable year in which the NOL is utilized. We will also be generally obligated to pay Hulu 70% of the tax benefit as a result of (i) tax basis adjustments expected to be obtained by us resulting from (a) any future redemptions or exchanges of Newco Units from Hulu, (b) certain distributions (or deemed distributions) by Newco, and (c) payments made under the Tax Receivables Agreement. and (ii) deductions attributable to imputed interest and other payments of interest by us pursuant to the Tax Receivables Agreement. We depend on cash distributions from Newco to make payments under the Tax Receivables Agreement. Any payments made by us to Hulu under the Tax Receivables Agreement generally reduces the amount of cash that might have otherwise been available to us. Due to the uncertainty of various factors, we cannot precisely quantify the likely tax benefits we will realize as a result of the redemption or exchange of Newco Units, and the resulting amounts we are likely to pay out to Hulu pursuant to the Tax Receivables Agreement; however, we estimate that such payments could be substantial in the future.

The payment obligation under the Tax Receivables Agreement is an obligation of the Company and not of Newco. Any payments made by us to Hulu under the Tax Receivables Agreement will not be available for reinvestment in our business and will generally reduce the amount of overall cash flow that might have otherwise been available to us. To the extent that we are unable to make timely payments under the Tax Receivables Agreement for any reason, such payments will be deferred and will accrue interest until paid by us. Payments under the Tax Receivables Agreement are not conditioned upon Hulu maintaining a continued ownership interest in Newco or us (other than payments with respect to NOLs).

In addition, decisions we make in the course of running our business, such as with respect to mergers, asset sales, other forms of business combinations or other changes in control, may influence the timing and amount of payments made under the Tax Receivables Agreement. For example, the earlier disposition of assets following a redemption or exchange of Newco Units may accelerate the recognition of associated tax benefits for which we would be required to make payments under the Tax Receivables Agreement and increase the present value of such payments.

The ability to generate tax assets covered by the Tax Receivables Agreement, and the actual use of any existing tax assets or resulting tax benefits, as well as the amount and timing of any payments under the Tax Receivables Agreement, will vary depending upon a number of factors, including the timing of redemptions or exchanges of Newco Units by Hulu, the price of our Class A Common Stock at the time of the redemption, exchange or purchase; the extent to which such redemptions, exchanges or purchases are taxable or cause a limitation on our ability to utilize our net operating losses; the amount and timing of the taxable income allocated to us or otherwise generated by us in the future; the tax rates and laws then applicable and the portion of our payments under the Tax Receivables Agreement constituting imputed interest.

We will not be reimbursed for any payments made to Hulu (or its transferees) under the Tax Receivables Agreement in the event that any tax benefits are disallowed.

Payments under the Tax Receivables Agreement are based on the tax reporting positions that we determine, which are complex and factual in nature, and the Internal Revenue Service (the “IRS”) or another taxing authority may challenge all or part of the tax basis increases or other tax benefits we claim, as well as other related tax positions we take, and a court could sustain such challenge. If the outcome of any such challenge would reasonably be expected to materially adversely affect a recipient’s rights and obligations under the Tax Receivables Agreement, then our ability to settle such challenges may be restricted by the rights of Hulu (and its transferees) pursuant to the Tax Receivables Agreement, and such restrictions apply for as long as Hulu remains a party to the Tax Receivables Agreement and the Tax Receivables Agreement remains in effect. In addition, we will not be reimbursed for any cash payments previously made to Hulu (or its transferees) under the Tax Receivables Agreement in the event that any tax benefits initially claimed by us and for which payment has been made to Hulu (or its transferee) are subsequently challenged by a taxing authority and are ultimately disallowed. Instead, in certain circumstances, excess cash payments made by us to Hulu (or its transferee) will be netted against future cash payments that we might otherwise be required to make to Hulu (or its transferee) under the terms of the Tax Receivables Agreement. However, we might not determine that we have effectively made an excess cash payment to Hulu (or its transferee) for a number of years following the initial time of such payment and, if any of our tax reporting positions are challenged by a taxing authority, we will not be permitted to reduce any future cash payments under the Tax Receivables Agreement until any such challenge is finally settled or determined. Moreover, the excess cash payments we made previously under the Tax Receivables Agreement could be greater than the amount of future cash payments against which we would otherwise be permitted to net such excess. As a result, payments could be made under the Tax Receivables Agreement significantly in excess of 70% of the actual cash tax savings that we realize in respect of Historic NOLs and the tax attributes with respect to Hulu (or its transferee) that are the subject of the Tax Receivables Agreement.

Risks Related to Our Relationships with Content Providers, Customers and Other Third Parties

The long-term nature of certain of our content commitments may limit our operating flexibility and could adversely affect our liquidity and results of operations.

In connection with licensing streaming content, we typically enter into multi-year agreements with content providers. Given the multiple-year duration, if subscriber acquisition and retention and revenue sources, including wholesale fees and ad revenue received from affiliates of Disney, do not meet our expectations, our margins and results of operations may be adversely impacted. In the past, we had long term programming deals that required minimum license guarantee payments and we failed to make certain of those minimum guarantee payments to certain key programmers. We currently do not have any material programming deals that require minimum license fees in the United States; however, to the extent we fail to make any minimum guarantee payments in the future, if applicable, we may lose access to such content.

We also enter into multi-year commitments for content that we produce, either directly or through third parties, including elements associated with these productions such as non-cancelable commitments under talent agreements. Payment terms for certain content commitments, such as content we directly produce, will typically require more up-front cash payments than other content licenses or arrangements whereby we do not fund the production of such content.

To the extent subscriber and/or revenue growth do not meet our expectations, our liquidity and results of operations could be adversely affected as a result of content commitments and payment requirements of certain agreements. In addition, the long-term nature of certain of our commitments may limit our flexibility in planning for or reacting to changes in our business and the market segments in which we operate, or our ability to invest in new opportunities. If we license and/or produce content that is not favorably received by consumers in a territory or on a specific platform, or is unable to be shown in a territory or on a specific platform, acquisition and retention may be adversely impacted and given the long-term and fixed cost nature of certain of our content commitments, as well as operational/technical costs tied to those commitments, we may not be able to adjust our content offering quickly and our results of operations may be adversely impacted.

Our results may be adversely affected if long-term content contracts are not renewed on sufficiently favorable terms.

We typically enter into long-term contracts for both the acquisition and the distribution of media content, including contracts for the acquisition of live TV content, content rights for sporting events and other programs, as well as the distribution of content on connected TV platforms. As these contracts expire, we must renew or renegotiate the contracts, and if we are unable to renew them on acceptable terms, we may lose content rights or distribution rights. Even if these contracts are renewed, the cost of obtaining content rights may increase (or increase at faster rates than our historical experience). Moreover, our ability to renew these contracts on favorable terms may be affected by consolidation in the market for content distribution, the entrance of new participants in the market for distribution of content, the scale of our subscriber base and other factors. With respect to the acquisition of content rights, the impact of these long-term contracts on our results over the term of the contracts depends on a number of factors, including the strength of advertising markets, subscription levels and rates for content, the effectiveness of marketing efforts and the size of viewer audiences, as well as, for the Hulu Live Business, the amount of wholesale fees received from affiliates of Disney. There can be no assurance that revenues from content based on these rights will exceed the cost of the rights plus the other costs of producing and distributing the content.

If we fail to obtain or maintain popular content, we may fail to retain existing subscribers and attract new subscribers, and our results may be adversely affected.

We have invested a significant amount of time to cultivate relationships with our content providers; however, such relationships may not continue to grow or yield the same benefits to our business and further financial results. We must continuously maintain existing relationships and identify and establish new relationships with content providers to provide popular content. In order to remain competitive, we must consistently meet customer demand for popular streaming channels and content, particularly as we enter new markets, including international markets, and expand our content to areas outside of our current content offering. If we are not successful in acquiring and maintaining such channels and content on our platform that attract and retain a significant number of subscribers, or if we are not able to do so in a cost-effective manner, our business will be harmed.

We enter into agreements with our content providers, which have varying terms and conditions, including expiration dates. Upon expiration of these agreements, we are required to re-negotiate and renew them in order to continue providing content from these providers on Fubo's streaming platform or the Hulu Live Service. We have in the past been unable, and in the future may not be able, to reach a satisfactory agreement with certain content providers before our existing agreements have expired. If we are unable to renew such agreements on a timely basis on mutually agreeable terms, we may be required to temporarily or permanently remove certain channels from Fubo's streaming platform or the Hulu Live Service. The loss of such channels from Fubo's streaming platform or the Hulu Live Service for any period of time may harm our business, including as a result of customer confusion and/or dissatisfaction regarding the change in programming available on our platform or lower wholesale fees received from affiliates of Disney. From time to time, we experience negative subscriber impact attributable to the loss of specific content or distribution rights. If we fail to maintain our relationships with the content providers on terms favorable to us, or at all, or if these content providers face problems in delivering their content across our platform, we may lose channel partners or subscribers and our business may be harmed.

If our efforts to attract and retain subscribers are not successful, our business will be adversely affected.

We have experienced significant subscriber growth over the past several years. Our ability to continue to attract subscribers will depend in part on our ability to consistently provide our subscribers with compelling content choices at competitive prices and effectively market our platform. Furthermore, the relative service levels, content offerings, pricing and related features of our competitors may adversely impact our ability to attract and retain subscribers. In addition, many of our subscribers re-join our platform or originate from word-of-mouth referrals from existing subscribers. If our efforts to satisfy our existing subscribers are not successful, we may not be able to attract subscribers, and as a result, our ability to maintain and/or grow our business will be adversely affected.

If consumers perceive a reduction in the value of our platform because, for example, we introduce new or adjust existing features, adjust pricing or platform offerings, or change the mix or packaging of content in a manner that is not favorably received by them, we may not be able to attract and retain subscribers. Subscribers cancel their subscription for many reasons, including due to a perception that they do not use the platform sufficiently, the need to cut household expenses, the availability of content is unsatisfactory, competitive services provide a better value or experience and customer service issues are not satisfactorily resolved. We must continually add new subscriptions both to replace canceled or expired subscriptions and to grow our business beyond our current subscription base. While we permit multiple subscribers within the same household to share a single account for non-commercial purposes, if account sharing is abused, our ability to add new subscribers may be hindered and our results of operations may be adversely impacted. If we do not grow as expected, given, in particular, that our content costs are largely contracted over several years, we may not be able to adjust our expenditures or increase our (per subscriber) revenues commensurate with the lowered growth rate such that our margins, liquidity and results of operations may be adversely impacted.

Our business, financial condition, and results of operations are also impacted by changes in the distribution strategy by the various content providers on our platform. This also impacts our ability to accurately forecast subscriber growth and revenue. Some of these changes may include the simulcasting and/or exclusive streaming of content, including sporting events that traditionally were only broadcasted on linear Pay TV, on direct-to-consumer (“DTC”) “plus services” at generally lower prices. If current or future content partners refuse to grant our subscribers access to stream certain channels or sporting events, or make their content available on their own DTC platform or our competitors’ platforms, whether exclusively or at more attractive pricing, this could adversely affect our ability to acquire and retain subscribers, which could materially and adversely affect our business, financial condition and results of operation. In addition, Regional Sports Networks (“RSNs”) have been a significant driver of subscription growth for the historical Fubo business. Recently, certain RSNs have been experiencing financial challenges, which may impact their ability to maintain or enhance their sports programming and, in turn, could adversely affect our future subscriber growth and retention. If popular local sports programming, which has historically had limited carriage and distribution via RSNs, continues to shift to national broadcast networks and as a result continues to become more widely available on competitor platforms, including those that have not previously carried regionalized sports programming, it could adversely impact our ability to acquire this content, or to do so in cost-effective manner, or our ability to compete with current and new competitors.

If we are unable to successfully compete with current and new competitors in both retaining our existing subscribers and attracting new subscribers, our business could be adversely affected. Further, if excessive numbers of subscribers cancel our service, we may be required to incur significantly higher marketing expenditures than we currently anticipate replacing these subscribers with new subscribers.

Our agreements with certain distribution partners may contain parity obligations which limit our ability to pursue unique partnerships.

Our agreements with certain distribution partners contain obligations which require us to offer them the same technical features, content, pricing and packages that we make available to our other distribution partners and also require us to provide parity in the marketing of the availability of our application across our distribution partners. These parity obligations may limit our ability to pursue technological innovation or partnerships with individual distribution partners and may limit our capacity to negotiate favorable transactions with different partners or otherwise provide improved products and services. As our technical feature developments progress at varying speeds and at different times with different distribution partners, we currently offer some enhanced technical features on distribution platforms that we do not make available on other distribution platforms, which limits the quality and uniformity of our offering to all consumers across our distribution platforms. In addition, delays in technical developments across our distribution partners puts us at risk of breaching our parity obligations with such distribution platforms, which threatens the certainty of our agreements with distribution partners.

If content providers refuse to license streaming content or other rights upon terms acceptable to us, our business could be adversely affected.

Our ability to provide our subscribers with content they can watch depends on content providers and other rights holders licensing rights, including distribution rights, to such content and certain related elements thereof, such as the public performance of music contained within the content we distribute. The license periods and the terms and conditions of such licenses vary, and we may be operating outside the terms of some of our current licenses. As content providers develop their own streaming services or elect to license content exclusively to third-party services, they may be unwilling to provide us with access to certain content, including popular series, movies or sporting events. If the content providers and other rights holders are not or are no longer willing or able to license us content upon terms acceptable to us, our ability to stream content to our subscribers may be adversely affected and/or our costs could increase. Because of these provisions as well as other actions we may take, content available through our service can be withdrawn on short notice. As competition increases, we see the cost of certain programming increase.

Further, if we do not maintain a compelling mix of content, our subscriber acquisition and retention may be adversely affected.

Our content providers impose a number of restrictions on how we distribute and market our products and services, which can adversely affect our business.

A number of our major content partners impose significant restrictions on how we can distribute and market our products and services. For example, our content partners may prevent us from partnering with third party distributors and manufacturers to exploit new market opportunities or prevent us from bundling or reselling our products with third party products and services, or otherwise restrict how we might brand or market our products and services. Our content partners also impose restrictions on the content and composition of the packages we can make available to our customers and restrictions on how we might make some or all of our content available to customers (such as on a standalone basis, length of free trials/ previous or modified access or shorter form content). These restrictions may prevent us from responding dynamically to changing customer expectations or market demands or exploiting lucrative partnership opportunities. Content providers may also restrict the advertising that may be made available in connection with their content, including restrictions on the content and timing of such advertising, and restrictions on how advertising may be sold (such as a limit to sale on an aggregated, non-content specific basis only), which limits our opportunity to exploit potentially lucrative revenue streams.

Content providers may also provide their content only on a service that includes a minimum number of channels from other providers or require that we only provide their content in specific service tiers that include a specific mix of programming. Certain provisions in these agreements could become a challenge to comply with if we were to lose rights under agreements with key programmers.

In addition, our content partners generally impose requirements on us to treat them at least as favorably as other major providers in various ways, such as equal treatment with respect to content recommendations, displays on user interfaces, the marketing and promotion of content and streaming quality standards. This may materially restrict the functionality and performance of our technology, particularly our proprietary recommendation engine. This may also prevent us from offering commercial benefits to certain content providers, limiting our capacity to negotiate favorable transactions and overall limiting our ability to provide improved products and services.

Our agreements with content providers are complex, with various rights restrictions and favorability obligations which impose onerous compliance obligations.

The content rights granted to us are complex and multi-layered and differ substantially across different content and content providers. We may be able to make certain content available on a VOD basis or on certain devices but may be restricted from doing the same with other content, sometimes even with the same content provider. We are often not able to make certain content available at certain times or in certain geographical regions. In addition, our obligations to provide equality in the treatment between certain content providers require us to continuously monitor and assess treatment of content providers and content across our products and services.

These complex restrictions and requirements impose a significant compliance burden which is costly and challenging to maintain. A failure to maintain these obligations places us at risk of breaching our agreements with content providers, which could lead to loss of content and damages claims, which would have a negative impact on our products and service and our financial position.

The terms of Newco's and its subsidiaries' commercial arrangements with Hulu may be more, or less, favorable than Newco or such subsidiary would be able to obtain from an unaffiliated third party. If Newco were to cease being a subsidiary of Hulu, Newco may be unable to replace the services Hulu provides Newco and its subsidiaries in a timely manner or on comparable terms.

Newco, Hulu Live and Fubo OpCo have entered into certain commercial agreements with Hulu, including a commercial services agreement and a brand license agreement. Pursuant to such agreements, Hulu has agreed to provide Newco, Hulu Live, and Fubo OpCo, as the case may be, with certain services following the closing of the Business Combination. We negotiated these arrangements with Hulu in anticipation of Hulu Live, Fubo OpCo and Newco becoming subsidiaries of Hulu. Although Hulu is contractually obligated to provide Hulu Live, Fubo OpCo and Newco with services during the term of these agreements, it is not certain that these services will be sustained at the same level after the expiration of such agreements, or that Newco, Hulu Live and Fubo OpCo, as the case may be, will be able to replace these services in a timely manner or on comparable terms.

The Hulu Live Business is reliant on Hulu for certain key operational aspects of its business.

Upon the closing of the Business Combination, we and certain of our subsidiaries entered into a commercial services agreement with Hulu. Under this agreement, Hulu is responsible for, among other things: (i) distributing the Hulu Live Service via the Hulu platform that is currently branded as "Hulu" (and any Disney-branded successor or replacement platform) on a wholesale basis; (ii) selling and administering subscriptions to the Hulu Live Service; (iii) performing all marketing for the Hulu Live Service (in consultation with us); and (iv) selling advertising associated with the Hulu Live Service (as well as selling advertising in the Fubo applications, websites and other platforms, and Fubo sponsorships, product integrations, branded content and similar advertising on our behalf). As a result, the Hulu Live Business is reliant on Hulu for certain key operational aspects of its business and, if Hulu does not perform its obligations under the commercial services agreement, our business could be adversely affected. If Hulu and its affiliates prioritize other platforms or content over the Hulu Live Service, do not market or promote the Hulu Live Service appropriately, do not set pricing that maximizes the value of the Hulu Live Business, experiences service disruptions, or are unsuccessful in advertising strategies or sales, our revenues could be negatively impacted. Hulu and/or its affiliates have been, and may in the future be, subject to legal proceedings brought by third parties claiming that certain aspects of Hulu's operations that support the Hulu Live Business infringe on those third parties' patents or other intellectual property rights. Although the commercial services agreement obligates Hulu to maintain a standard of distribution and customer experience for the Hulu Live Service that is generally consistent with historical practices, the impact of implementing any workarounds, modifications or alternative technologies in response to such legal proceedings may not be compliant with such standard and could adversely affect the Hulu Live Business.

The commercial services agreement will have an initial term of five years, renewable for an additional five-year term by mutual agreement of the parties thereto. During the term, Hulu Live is not permitted to otherwise distribute the Hulu Live Service, nor any programming, outside of the Hulu Live Service. As a result, we may be unable to replace the services or functions provided by Hulu during the term of the agreement. There is also uncertainty regarding how the expiration of the commercial services agreement would impact our subscribers and data, particularly if Newco were to cease being a subsidiary of Hulu. If we are unable to obtain comparable terms from Hulu or a third party after the expiration of the commercial services agreement, the distribution, subscriber growth, marketing efficiency, brand positioning and advertising monetization of the Hulu Live Business could be materially adversely affected.

We face risks, such as unforeseen costs and potential liability in connection with content we acquire, produce, license and/or distribute through our service.

As a producer and distributor of content, we face potential liability for negligence, copyright and trademark infringement, or other claims based on the nature and content of materials that we acquire, produce, license and/or distribute. We also may face potential liability for content used in promoting our service, including marketing materials. We are devoting more resources toward the development, production, marketing and distribution of original programming, including Fubo Sports Network. We believe that original and exclusive programming can help differentiate our service from other offerings, enhance our brand and otherwise attract and retain subscribers. To the extent our programming does not meet our expectations, in particular, in terms of costs, viewing and popularity, our business, including our brand and results of operations may be adversely impacted. As we have expanded our original programming, we have become responsible for production costs and other expenses, such as ongoing guild payments. We also take on risks associated with production, such as completion and key talent risk. Further, negotiations or renewals related to entertainment industry collective bargaining agreements could negatively impact timing and costs associated with our productions. We contract with third parties related to the development, production, marketing and distribution of our original programming. We may face potential liability or may suffer significant losses in connection with these arrangements, including but not limited to if such third parties violate applicable law, become insolvent or engage in fraudulent behavior. To the extent we create and sell physical or digital merchandise relating to our programming, and/or license such rights to third parties, we could become subject to product liability, intellectual property or other claims related to such merchandise. We may decide to remove content from our service, including from the Hulu Live Service, not to place licensed or produced content on our service or discontinue or alter production of original content if we believe such content might not be well-received by our current or potential subscribers, or could be damaging to our brand or business.

To the extent we do not accurately anticipate costs or mitigate risks, including for content that we obtain but ultimately does not appear on or is removed from our service, or if we become liable for content we acquire, produce, license and/or distribute, our business may suffer. Litigation to defend these claims could be costly and the expenses and damages arising.

If our efforts to build a strong brand and to maintain customer satisfaction and loyalty are not successful, we may not be able to attract or retain subscribers, and our business may be harmed.

Building and maintaining a strong brand is important to our ability to attract and retain subscribers, as potential subscribers have a number of TV streaming choices. Successfully building a brand is a time-consuming and comprehensive endeavor and can be positively and negatively impacted by any number of factors. Some of these factors, such as the quality or pricing of our platform or our customer service, are within our control. Other factors, such as the quality of the content that our content publishers provide, may be out of our control, yet subscribers may nonetheless attribute those factors to us. Our competitors may be able to achieve and maintain brand awareness and market share more quickly and effectively than we can. Several of our competitors are larger companies with substantial resources to devote to promoting their brands through traditional forms of advertising, such as print media and TV commercials, and have substantial resources to devote to such efforts. Our competitors may also have greater resources to utilize Internet advertising or website product placement more effectively than we can. In addition, as our current and/or future content partners continue to shift content, including sporting events, that were traditionally only broadcasted on linear Pay TV, to their own platform or our competitors' DTC platforms, whether exclusively or at more attractive prices, it could adversely affect our ability to build and differentiate our brand and value proposition to our subscribers. If we are unable to execute on building a strong brand, differentiating our business and platform from our competitors in the marketplace, our ability to attract and retain subscribers may be adversely affected and our business may be harmed.

We rely upon a number of partners to make our service available on their devices.

We currently offer subscribers the ability to receive streaming content through a host of Internet-connected screens, including TVs, digital video players, television set-top boxes and mobile devices. Some of our agreements with key distribution partners give distribution partners the ability to terminate their carriage of our service. If we are not successful in maintaining existing and creating new relationships, or if we encounter technological, content licensing, regulatory, business or other impediments to delivering our streaming content to our subscribers via these devices, our ability to retain subscribers and grow our business could be adversely impacted.

Our business could be adversely affected if a number of our partners do not continue to provide access to our service or are unwilling to do so on terms acceptable to us, which terms may include the degree of accessibility and prominence of our service. Furthermore, devices are manufactured and sold by entities other than us, and while these entities should be responsible for the devices' performance, the connection between these devices and us may nonetheless result in consumer dissatisfaction toward us and such dissatisfaction could result in claims against us or otherwise adversely impact our business. In addition, technology changes to our streaming functionality may require that partners update their devices or may lead us to stop supporting the delivery of our service on certain legacy devices. If partners do not update or otherwise modify their devices, or if we discontinue support for certain devices, our service and our subscribers' use and enjoyment could be negatively impacted.

We rely upon Google Cloud Platform and Amazon Web Services to operate certain aspects of our service, and any disruption of or interference with our use of Google Cloud Platform and/or Amazon Web Services would impact our operations and our business could be adversely impacted.

Each of Google Cloud Platform ("GCP") and Amazon Web Services ("AWS") provides a distributed computing infrastructure platform for business operations, or what is commonly referred to as a "cloud" computing service. We have architected our software and information technology systems so as to utilize data processing, storage capabilities and other services provided by both GCP and AWS. Currently, we run the vast majority of our computing on GCP with some key components running on AWS. Given this, along with the fact that we cannot easily switch what is specifically running now on GCP and/or AWS to another cloud provider, any disruption of or interference with our use of GCP and/or AWS would impact our operations, and our business could be adversely impacted. Google (through YouTube TV) and, to a lesser extent, Amazon (through Amazon Prime) compete with us and, if Google or Amazon were to use GCP or AWS, respectively, in such a manner as to gain competitive advantage against our service, it could harm our business.

Risks Related to Our Financial Reporting and Disclosure

The Hulu Live Business has no history of operating as a standalone company, and the historical financial information of the Hulu Live Business that will be included in our financial statements may not necessarily reflect the financial condition or results of operations of the Hulu Live Business during the periods presented and may not be an indication of the financial condition or results of operations of the Hulu Live Business in the future (as integrated with our business as part of Newco).

The Hulu Live Business has historically existed and functioned as part of the consolidated businesses of Hulu and Disney. For purposes of presenting the historical performance of the Hulu Live Business in our financial statements for periods prior to the Business Combination, we utilize financial information for the Hulu Live Business as it was historically managed and operated by Hulu and Disney. Financial information for the Hulu Live Business prior to the Business Combination may not be indicative of the combined results of operations, financial position, and cash flows of the Hulu Live Business in the future (as integrated with our business as part of Newco) or if it had operated independently of Hulu and Disney historically. Actual costs that would have been incurred if the Hulu Live Business had operated as a standalone independent entity would depend on multiple factors, including organizational structure and strategic decisions made in various areas, including marketing, technology, finance, and other general and administrative costs, that could differ from the expense allocations presented. Accordingly, we are unable to quantify the actual expenses that the Hulu Live Business would have actually incurred during the historical periods on a standalone basis.

If we identify material weaknesses in the future or otherwise fail to maintain an effective system of internal controls, investors could lose confidence in the accuracy and completeness of our financial reports.

As a public company, we are required to maintain internal control over financial reporting and to report any material weaknesses in such internal control. Section 404 of the Sarbanes-Oxley Act of 2002 requires that we evaluate and determine the effectiveness of our internal control over financial reporting. This assessment includes disclosure of any material weaknesses identified by our management in our internal control over financial reporting. Our independent registered public accounting firm is required to attest to the effectiveness of our internal control over financial reporting.

While we have historically furnished this report, the Hulu Live Business has historically existed and functioned as part of the consolidated business of Hulu and Disney and, as a standalone entity, has not been subject to the information and reporting requirements of the Sarbanes-Oxley Act. Therefore, to bring us into compliance with Section 404 of the Sarbanes-Oxley Act, we will be engaged in a process to document and evaluate internal controls for Newco and the combined business. We will need to dedicate internal resources, potentially engage outside consultants, adopt a detailed work plan to establish and document internal controls for the combined business, validate through testing that controls are functioning as documented and integrate the Hulu Live Business into the continuous reporting and improvement process for internal control over financial reporting already established at our business. The integration of Newco and the Hulu Live Business into our accounting and operations may make it more difficult for us to comply with Section 404 of the Sarbanes-Oxley Act.

If during the evaluation and testing process we identify one or more material weaknesses in its internal control over financial reporting, our management will be unable to assert that our internal control over financial reporting is effective. Even if management concludes that our internal control over financial reporting is effective, our independent registered public accounting firm may conclude that there are material weaknesses with respect to our internal controls or the level at which internal controls are documented, designed, implemented, or reviewed. If we are unable to assert that our internal control over financial reporting is effective, or if our independent registered public accounting firm expresses an adverse opinion with respect to effectiveness of internal control over financial reporting, investors may lose confidence in the accuracy and completeness of our financial reports, the market price of the Class A Common Stock could be adversely affected and we could become subject to litigation or investigations by the NYSE, the SEC or other regulatory authorities, which could require additional financial and management resources.

Our key metrics and other estimates are subject to inherent challenges in measurement, and real or perceived inaccuracies in those metrics may seriously harm and negatively affect our reputation and our business.

We regularly review key metrics related to the operation of our business to evaluate growth trends, measure our performance, and make strategic decisions. These metrics are calculated using internal company data and have not been validated by an independent third party. While these numbers are based on what we believe to be reasonable estimates of our subscriber base for the applicable period of measurement, there are inherent challenges in measuring how our platform is used across large populations.

Errors or inaccuracies in our metrics or data could result in incorrect business decisions and inefficiencies. For instance, if a significant understatement or overstatement of subscribers were to occur, we may expend resources to implement unnecessary business measures or fail to take required actions to attract a sufficient number of subscribers to satisfy our growth strategies.

In addition, advertisers generally rely on third-party measurement services to calculate our metrics, and these third-party measurement services may not reflect our true audience. If advertisers, partners, or investors do not perceive our subscriber, geographic, or other demographic metrics to be accurate representations of our subscriber base, or if we discover material inaccuracies in our subscriber, geographic, or other demographic metrics, our reputation may be seriously harmed, and our business and operating results could be materially and adversely affected.

Preparing and forecasting our financial results requires us to make judgments and estimates which may differ materially from actual results, and if our operating and financial performance does not meet the guidance that we provide to the public, the market price of our Class A Common Stock may decline.

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reported periods. We base such estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, but actual results may differ from these estimates. Using such estimates has the potential to negatively impact the results we report which could negatively impact our stock price.

In addition, from time to time, we release guidance regarding our future performance. Such guidance is based upon a number of assumptions and estimates that, although presented with numerical specificity, are inherently subject to business, economic and competitive uncertainties and contingencies, many of which are beyond our control and are based upon specific assumptions with respect to future business decisions, some of which will change. Any such guidance will be composed of forward-looking statements subject to the risks and uncertainties described in this Quarterly Report and in our other public filings and public statements. Our actual results may not always be in line with or exceed, and could differ materially from, any guidance we have provided, especially in times of economic uncertainty such as the current environment. If, in the future, our operating or financial results for a particular period do not meet any guidance we provide or the expectations of investment analysts, or if we reduce or withdraw our guidance for future periods, the market price of our Class A Common Stock may decline.

Impairment in the carrying value of goodwill or long-lived assets could negatively affect our operating results.

We have a significant amount of goodwill and long-lived assets on our unaudited condensed consolidated balance sheet. Under generally accepted accounting principles, annually, and upon the identification of a triggering event, management is required to perform an evaluation of the recoverability of goodwill and long-lived assets. Triggering events potentially warranting an interim goodwill impairment test include, among other factors, declines in historical or projected revenue, operating income or cash flows, and sustained declines in the Company’s stock price or market capitalization, considered both in absolute terms and relative to peers. If business conditions or other factors cause profitability and cash flows to decline, we may be required to record non-cash impairment charges. If the carrying value of our reporting unit exceeds the current fair value, the goodwill is considered impaired and is reduced to fair value by a non-cash charge to earnings. The Company evaluates long-lived assets for impairment whenever events or changes in circumstances indicate that their net book value may not be recoverable. When such factors and circumstances exist, the Company compares the projected undiscounted future cash flows associated with the related asset or group of assets over their estimated useful lives against their respective carrying amount. Impairment, if any, is based on the excess of the carrying amount over the fair value, based on market value when available, or discounted expected cash flows, of those assets and is recorded in the period in which the determination is made.

We have recorded material non-cash goodwill and long-lived asset impairment charges in prior periods.

While management cannot predict if or when additional future goodwill or long-lived asset impairments may occur, additional impairments could have material adverse effects on the Company’s operating income, net assets, and/or the Company’s cost of, or access to, capital.

Risks Related to Our Products and Technologies and Competition

TV streaming is highly competitive and many companies, including large technology and entertainment companies, TV brands, and service operators, are actively focusing on this industry. If we fail to differentiate ourselves and compete successfully with these companies, it will be difficult for us to attract or retain subscribers and our business will be harmed.

TV streaming is increasingly competitive and global. Our success depends in part on attracting and retaining subscribers on, and effective monetization of, our platform. To attract and retain subscribers, we need to be able to respond efficiently to changes in consumer tastes and preferences and to further increase the type and number of content offerings. Effective monetization requires us to continue to update the features and functionality of our streaming platform for subscribers and advertisers.

Companies such as DirecTV, Comcast, Cox and Altice, along with virtual multichannel video programming distributors, such as YouTube TV, DirecTV, Philo and Sling TV, offer TV streaming products that compete with our platform. In many cases, these competitors have the financial resources to subsidize the cost of their streaming services in order to promote their other products and services making it harder for us to acquire new subscribers and increase hours streamed. Similarly, some service operators, such as Comcast and Altice, offer TV streaming applications as part of their cable service plans and can leverage their existing consumer bases, installation networks, broadband delivery networks and name recognition to gain traction in the TV streaming market. Some of these companies also promote their brands through traditional forms of advertising, such as TV commercials, as well as Internet advertising or website product placement, and have greater resources than us to devote to such efforts.

In addition, many TV manufacturers, such as Roku, Inc., Amazon.com, Inc., LG Electronics Inc., Samsung Electronics Co., Ltd. and VIZIO, Inc., offer their own TV streaming solutions pre-installed on their TVs. Other devices, such as Microsoft's Xbox and Sony's PlayStation game consoles and many DVD and Blu-ray players, also incorporate TV streaming functionality.

We expect competition in TV streaming from the large technology companies and service operators described above, as well as new and growing companies, to increase in the future. This increased competition could result in pricing pressure, lower revenue or the failure of our platform to gain or maintain broad market acceptance. To remain competitive, we need to continuously invest in product development and marketing. We may not have sufficient resources to make additional investments needed to maintain our competitive position. In addition, many of our competitors have longer operating histories, greater name recognition, larger customer bases and significantly greater financial, technical, sales, marketing and other resources than us, which provide them with advantages in developing, marketing or servicing new products and offerings. As a result, they may be able to respond more quickly to market demand, devote greater resources to the development, promotion and sales of their products or the distribution of their content, secure more favorable rates for their content, and influence market acceptance of their products better than we can. These competitors may also be able to adapt more quickly to new or emerging technologies or standards and may be able to deliver products and services at a lower cost. New entrants may enter the TV streaming market with unique service offerings or approaches to providing video. In addition, our competitors may enter into business combinations or alliances that strengthen their competitive positions. Increased competition could reduce our market share, revenue and operating margins, increase our operating costs, harm our competitive position and otherwise harm our business.

If the advertisements and audience development campaigns and other promotional advertising on our platform are not relevant or not engaging to our subscribers, our growth in subscribers, advertisers and hours streamed may be adversely impacted.

We have made, and are continuing to make, investments to enable advertisers to deliver relevant advertising content to subscribers on our platform. Existing and prospective advertisers may not be successful in serving ads and audience development campaigns and sponsoring other promotional advertising that lead to and maintain user engagement. Those ads may seem irrelevant, repetitive or overly targeted and intrusive. We are continuously seeking to balance the objectives of our subscribers and advertisers with our desire to provide an optimal user experience, but we may not be successful in achieving a balance that continues to attract and retain subscribers and advertisers. If we do not introduce relevant advertisements, audience development campaigns and other promotional advertising or such advertisements, audience development campaigns and other promotional advertising are overly intrusive and impede the use of our TV streaming platform, our subscribers may stop using our platform which will harm our business.

If we do not maintain an adequate supply of ad inventory on our platform, our business may be harmed.

A key source of revenue for the Company is from advertising sales. Pursuant to the commercial services agreement entered into in connection with the Business Combination, certain affiliates of Disney sell ads on behalf of the Company in exchange for a portion of ad sale revenue. As a result, a portion of our business model depends on the marketing and sale of advertising inventory across our services pursuant to such agreement. We grow ad inventory by adding and retaining content providers on our platform with ad-supported channels that we can monetize. Additionally, ad inventory may be limited by restrictive ad requirements imposed by content providers. If there are delays or shortfalls in the sale of advertising on our platforms, or if a sufficient supply of quality video advertising inventory cannot be maintained at reasonable costs to keep up with demand, our advertising revenue and business may be adversely affected. In addition, advertising spend is affected by broader macroeconomic conditions, and therefore economic downturns and recessionary fears may also negatively impact our advertising revenue. The advertising industry is highly competitive, with numerous internet streaming platforms and services, as well as traditional media, such as radio, broadcast, cable and satellite TV and satellite and internet radio. We may not be successful in maintaining or improving our fill-rates or CPMs.

Our future growth depends on the acceptance and growth of OTT advertising and OTT advertising platforms.

We operate in a highly competitive advertising industry and we compete for revenue from advertising with other streaming platforms and services, as well as traditional media, such as radio, broadcast, cable and satellite TV, and satellite and internet radio. These competitors offer content and other advertising mediums that may be more attractive to advertisers than our streaming platform. These competitors are often very large and have more advertising experience and financial resources than we do, which may adversely affect our ability to compete for advertisers and may result in lower revenue from advertising. If we are unable to increase our revenue from advertising by, among other things, continuing to improve our platform's capabilities to further optimize and measure advertisers' campaigns, increase our advertising inventory and expand our advertising sales team and programmatic capabilities, our business and our growth prospects may be harmed. We may not be able to compete effectively or adapt to any such changes or trends, which would harm our ability to grow our advertising revenue and harm our business.

Many advertisers continue to devote a substantial portion of their advertising budgets to traditional advertising, such as linear TV, radio and print. The future growth of our business depends on the growth of OTT advertising, and on advertisers increasing their spend on advertising on our platform. Although traditional TV advertisers have showed growing interest in OTT advertising, we cannot be certain that their interest will continue to increase or that they will not revert to traditional TV advertising, especially if our customers no longer stream TV or significantly reduce the amount of TV they stream. If advertisers, or their agency relationships, do not perceive meaningful benefits of OTT advertising, the market may develop more slowly than we expect, which could adversely impact our operating results and our ability to grow our business.

We may not be successful at expanding our content to areas outside our current content offering and even if we are able to expand into other content areas and sustain such expansion, we may not be successful in overcoming our reputation as primarily a live sports streaming service.

We historically have had a reputation as primarily a live sports streaming service. We are making efforts to expand our content offerings outside live sports streaming, including through the Business Combination, and currently offer a wide selection of news and entertainment content through the Fubo platform and the Hulu Live Service. However, we may not be successful at expanding our content to areas outside our current content offering, or maintaining content from our current content offering, and even if we are able to expand into other content areas and sustain such expansion, we may not be successful in overcoming our reputation as primarily a live sports streaming service.

If TV streaming develops more slowly than we expect, our operating results and growth prospects could be harmed. In addition, our future growth depends in part on the growth of TV streaming advertising.

TV streaming is a relatively new and rapidly evolving industry, making our business and prospects difficult to evaluate. The growth and profitability of this industry and the level of demand and market acceptance for our platform are subject to a high degree of uncertainty.

We believe that the continued growth of streaming as an entertainment alternative will depend on the availability and growth of cost-effective broadband Internet service, the quality of broadband content delivery, the quality and reliability of new devices and technology, the cost for subscribers relative to other sources of content, as well as the quality and breadth of content that is delivered across streaming platforms. These technologies, products and content offerings continue to emerge and evolve. Subscribers, content publishers or advertisers may find TV streaming platforms to be less attractive than traditional TV, which would harm our business. In addition, many advertisers continue to devote a substantial portion of their advertising budgets to traditional advertising, such as TV, radio and print. The future growth of our business depends in part on the growth of TV streaming advertising, and on advertisers increasing spend on such advertising. We cannot be certain that they will do so. If advertisers do not perceive meaningful benefits of TV streaming advertising, then this market may develop more slowly than we expect, which could adversely impact our operating results and our ability to grow our business.

Changes in competitive offerings for entertainment video, including the potential rapid adoption of piracy-based video offerings, could adversely impact our business.

The market for entertainment video is intensely competitive and subject to rapid change. Through new and existing distribution channels, consumers have increasing options to access entertainment video. The various economic models underlying these channels include subscription, transactional, ad-supported, and piracy-based models. All of these have the potential to capture meaningful segments of the entertainment video market. Piracy in particular, threatens to damage our business, as its fundamental proposition to consumers is so compelling and difficult to compete against: virtually all content for free. Furthermore, in light of the compelling consumer proposition, piracy services are subject to rapid global growth. Traditional providers of entertainment video, including broadcasters and cable network operators, as well as Internet based e-commerce or entertainment video providers are increasing their streaming video offerings.

Several of these competitors have long operating histories, large customer bases, strong brand recognition, exclusive rights to certain content and significant financial, marketing and other resources. They may secure better terms from suppliers, adopt more aggressive pricing and devote more resources to product development, technology, infrastructure, content acquisitions and marketing. New entrants may enter the market or existing providers may adjust their services with unique offerings or approaches to providing entertainment video. Companies also may enter into business combinations or alliances that strengthen their competitive positions. If we are unable to successfully compete with current and new competitors, our business will be adversely affected, and we may not be able to increase or maintain market share or revenues.

If the technology we use in operating our business fails, is unavailable, or does not operate to expectations, our business and results of operation could be adversely impacted.

We utilize a combination of proprietary and third-party technology to operate our business. This includes the technology that we have developed to recommend and merchandise content to our consumers as well as enable fast and efficient delivery of content to our subscribers and their various consumer electronic devices. For example, as part of the content delivery systems, we use third-party content delivery networks (“CDNs”). To the extent Internet Service Providers (“ISPs”) do not interconnect with our CDN or charge us to access their networks, or if we experience difficulties in our CDN’s operation, our ability to efficiently and effectively deliver our streaming content to our subscribers could be adversely impacted and our business and results of operation could be adversely affected.

Likewise, our system for predicting subscriber content preferences is based on advanced data analytics systems and our proprietary algorithms. We have invested, and plan to continue to invest, significant resources in refining these technologies; however, we cannot assure you that such investments will yield an attractive return or that such refinements will be effective. The effectiveness of our ability to predict subscriber content preferences depends in part on our ability to gather and effectively analyze large amounts of subscriber data. Our ability to predict content that our subscribers enjoy is critical to the perceived value of our platform among subscribers and failure to make accurate predictions could materially adversely affect our ability to adequately attract and retain subscribers and sell advertising to meet investor expectations for growth or to generate revenue. We also utilize third-party technology to help market our service, process payments, and otherwise manage the daily operations of our business. If our technology or that of third parties we utilize in our operations fails or otherwise operates improperly, including as a result of “bugs” in our development and deployment of software, our ability to operate our service, retain existing subscribers and add new subscribers may be impaired. Any harm to our subscribers’ personal computers or other devices caused by software used in our operations could have an adverse effect on our business, results of operations and financial condition.

We rely on third-party providers to validate the identity and identify the location of our users, and if such providers fail to perform adequately, provide accurate information or we do not maintain business relationships with them, our business, financial condition and results of operations could be adversely affected.

There is no guarantee that the third-party geolocation and identity verification systems that we rely on will perform adequately or be effective. We rely on our geolocation and identity verification systems to ensure we are in compliance with certain laws and regulations, and any service disruption to those systems would prohibit us from operating our offerings and could adversely affect our business. Additionally, incorrect or misleading geolocation and identity verification data with respect to current or potential users received from third-party service providers may result in us inadvertently allowing access to our offerings to individuals who should not be permitted to access them, or otherwise inadvertently deny access to individuals who should be able to access our offerings, in each case based on inaccurate identity or geographic location determination. Our third-party geolocation services provider relies on its ability to obtain information necessary to determine geolocation from mobile devices, operating systems, and other sources. Changes, disruptions or temporary or permanent failure to access such sources by our third-party services providers may result in their inability to accurately determine the location of our users. Moreover, our inability to maintain our existing contracts with third-party services providers, or to replace them with equivalent third parties, may result in our inability to access geolocation and identity verification data necessary for our day-to-day operations. If any of these risks materializes, we may be subject to disciplinary action, fines, lawsuits, and our business, financial condition and results of operations could be adversely affected.

We may face risks associated with our use of certain artificial intelligence and machine learning models.

Our business utilizes internally developed and third party artificial intelligence ("AI") and machine learning technologies, including in connection with offering interactive functionality on our platform. For example, in December 2021, we acquired Edisn LLC, an AI-powered computer vision platform with patent-pending video recognition technologies based in Bangalore, India. We are, and plan in the future, to evaluate the further investment in and/or use artificial intelligence and machine learning technologies, including potential utilization by our business. As with many technological innovations, artificial intelligence presents risks and challenges that could affect our ability to effectively use such technologies, and therefore our business. If our AI tools are inadequately or incorrectly designed, improperly trained or used, or the data used to train or refine them is incomplete, inadequate or biased in some way or is data to which we or the providers of such AI technologies do not have sufficient rights, our use of AI may inadvertently reduce our efficiency or cause unintentional or unexpected outputs that are incorrect, do not match our business goals, do not comply with our policies or standards or adversely affect our financial condition, business and reputation.

In addition to our proprietary AI technologies, we use AI technologies licensed from third parties in our business. Our ability to continue to use such technologies at the scale we need may be dependent on access to specific third-party software and infrastructure. We cannot control the availability or pricing of such third-party AI technologies, especially in a highly competitive environment, and we may be unable to negotiate favorable economic terms with the applicable providers. If any such third-party AI technologies become incompatible with our solutions or unavailable for use, or if the providers of such models unfavorably change the terms on which their AI technologies are offered or terminate their relationship with us, our solutions may become less appealing to our customers and our business will be harmed. In addition, to the extent any third party AI technologies are used as a hosted service, any disruption, outage, or loss of information through such hosted services could disrupt our operations or solutions, damage our reputation, cause a loss of confidence in our solutions, or result in legal claims or proceedings, for which we may be unable to recover damages from the affected provider.

Artificial intelligence and machine learning technologies are complex and rapidly evolving, and we face significant competition from other companies in our industry as well as an evolving regulatory landscape. These efforts, including the introduction of new products or changes to existing products, may result in new or enhanced governmental or regulatory scrutiny, litigation, ethical concerns, or other complications that could adversely affect our business, reputation, or financial results. Changes to existing regulations, their interpretation or implementation or new regulations could impede our use of artificial intelligence and machine learning technology and also may increase the burden and cost of research and development in this area. For example, in Europe, the EU Artificial Intelligence Act ("EU AI Act") entered into force in August 2024 and establishes a comprehensive, risk-based governance framework for artificial intelligence in the EU market, and the majority of the substantive requirements will apply two years later. The EU AI Act applies to companies that develop, use and/ or provide artificial intelligence in the EU and includes requirements around transparency, conformity assessments and monitoring, risk assessments, human oversight, security, accuracy, general purpose artificial intelligence and foundation models, and proposes fines for breach of up to 7% of worldwide annual turnover. In addition, the revised EU Product Liability Directive came into force in December 2024, to be implemented into EU member state national law by December 2026. This Directive extends the EU's existing strict product liability regime to AI and machine learning technologies, and facilitates civil claims in respect of harm caused by AI. Once fully applicable, the EU AI Act and the EU Product Liability Directive will have a material impact on the way artificial intelligence is regulated in the EU, and together with developing guidance and/ or decisions in this area, may affect our use of artificial intelligence and our ability to provide and to improve our services, require additional compliance measures and changes to our operations and processes, result in increased compliance costs and potential increases in civil claims against us, and could adversely affect our business, operations and financial condition.

In the United States, there has been uncertainty regarding the applicable regulations that will apply to the development and use of AI technologies. For instance, in January 2025, the current administration rescinded an executive order from the prior administration relating to the safe and secure development of AI technologies. The current administration then issued a new interim executive order that, among other things, requires certain agencies to specifically review and, if possible, rescind rulemaking taken pursuant to the rescinded prior administration executive order. Any such changes at the federal level could require us to expend significant resources to modify our products, services, or operations to promote compliance or remain competitive.

U.S. legislation related to AI technologies has also been introduced at the federal level and is advancing at the state level. For example, the California Privacy Protection Agency recently finalized regulations under the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2018 (collectively, the "CCPA"), regarding the use of automated decision-making and providing disclosures to consumers regarding such use. California also enacted several new laws in 2024 that further regulate use of AI technologies and provide consumers with additional protections around companies' use of AI technologies, such as requiring companies to disclose certain uses of generative AI. Other states have also passed AI-focused legislation, such as Colorado's Artificial Intelligence Act, which will require developers and deployers of "high-risk" AI systems to implement certain safeguards against algorithmic discrimination, and Utah's Artificial Intelligence Policy Act, which establishes disclosure requirements and accountability measures for the use of generative AI in certain consumer interactions.

Such legal developments may impact our ability to develop, use, procure and commercialize AI technologies in the future. Implementation standards and enforcement practice are likely to remain uncertain for the foreseeable future, and we cannot yet determine the impact future laws, regulations, standards, or perception of their requirements may have on our programs and our business. Further, the cost to comply with such laws or regulations, or decisions and/or guidance interpreting existing laws, including the redesign of our platform or programs to achieve compliance, could be significant and could increase our operating expenses, and we may be at increased risk of claims against us.

In addition, market acceptance of artificial intelligence and machine learning technologies is uncertain, and we may be unsuccessful in our product development efforts. Any of these factors and regulatory developments, and any actual or perceived failure to comply with evolving regulatory frameworks around the development and use of AI technologies could adversely affect our ability to provide and to improve our services, our business, financial condition, and results of operations.

Risks Related to Regulation

We will be subject to regulatory investigations, which could cause us to incur substantial costs or require us to change our business practices in a materially adverse manner.

We expect to receive formal and informal inquiries from government authorities and regulators from time to time, including securities authorities, and tax authorities regarding our compliance with laws and other matters. We expect to continue to be the subject of investigations and audits in the future as we continue to grow and expand our operations. Violation of existing or future regulatory orders or consent decrees could subject us to substantial monetary fines and other penalties providing a negative effect on our financial condition and results of operations. In addition, there is a possibility that future orders issued by, or inquiries or enforcement actions initiated by, government or regulatory authorities may cause us to incur substantial costs, expose us to unanticipated civil and criminal liability or penalties, or require us to change our business practices that may have materially adverse effects to our business.

If government regulations relating to the Internet or other areas of our business change, we may need to alter the manner in which we conduct our business and we may incur greater operating expenses.

We are subject to general business regulations and laws, as well as regulations and laws specific to the Internet and the television broadcasting industry, which may include laws and regulations related to user privacy, data protection, information security, consumer protection, payment processing, taxation, intellectual property, electronic contracts, Internet access and content restrictions. We cannot guarantee that we have been or will be fully compliant in every jurisdiction. Litigation and regulatory proceedings are inherently uncertain, and the laws and regulations governing issues such as privacy, payment processing, taxation and consumer protection related to the Internet continue to develop.

As our streaming service and others like us gain traction in the United States and international markets, governments are increasingly looking to introduce new or extend legacy regulations to these services, in particular those related to broadcast media and tax. For example, in 2023 and 2024 Congress has held several hearings regarding the potential expansion of the Federal Communications Commission's ("FCC") regulations governing traditional Pay TV providers, such as cable and satellite providers, to include virtual multichannel video programming distributors ("vMVPDs") that offer linear programming. Any such expansion or changes to the laws or regulations governing vMVPDs could adversely impact our business. In addition, European law enables individual member states to impose levies and other financial obligations on media operators located outside their jurisdiction. Several jurisdictions have and others may, over time, impose financial and regulatory obligations on us. In addition, the continued growth and development of the market for online commerce may lead to more stringent consumer protection laws, which may impose additional burdens on us. If we are required to comply with new regulations or legislation or new interpretations of existing regulations or legislation, this compliance could cause us to incur additional expenses or alter our business model.

Laws relating to the liability of providers of online services for activities of their subscribers and other third parties have been tested by a number of claims, including actions based on invasion of privacy and other torts, unfair competition, copyright and trademark infringement, and other theories based on the nature and content of the materials searched, the advertisements posted, or the content provided by subscribers. In some instances, we have certain protections against claims related to such subscriber or third-party generated content, including defamatory content. Specifically, in the United States, Section 230 of the Communications Act of 1934, as amended by the Communications Decency Act ("Section 230"), limits the liability of providers of interactive computer services with respect to claims arising from content generated by a subscriber or third party. The scope of liability protection available to interactive computer service providers under Section 230 has been well-established through case law. On a regular basis, however, parties in litigation seek to limit the scope of immunity under Section 230, and government officials and others propose to eliminate or reduce existing liability protections under Section 230 via legislation. In 2023, the U.S. Supreme Court was presented with the opportunity to address the scope of protection available to interactive computer service providers under Section 230 in circumstances where such providers recommend content to users. The Court ultimately declined to rule on this issue, however, thereby leaving intact the current scope of protection to which interactive computer service providers are entitled under Section 230. Any future changes to the scope of liability protection available to providers of interactive computer services could affect our ability to claim protection under Section 230.

Moreover, as Internet commerce and advertising continues to evolve, increasing regulation by federal, state and foreign regulatory authorities becomes more likely. For example, California's Automatic Renewal Law requires companies to adhere to enhanced disclosure requirements when entering into automatically renewing contracts with consumers. Other states have enacted similar laws in recent years. As a result, a wave of consumer class action lawsuits has been brought against companies that offer online products and services on a subscription or recurring basis, and we have received a letter alleging that we may have violated such a law. Any failure, or perceived failure, by us to comply with any of these laws or regulations could result in damage to our reputation, lost business, and proceedings or actions against us by governmental entities or others, which could impact our operating results. As we improve our TV streaming platform, we may also be subject to new laws and regulations specific to such technologies.

We are subject to payment processing risk.

Acceptance and processing of payments are subject to certain rules and regulations, including additional authentication and security requirements for certain payment methods, and require payment of interchange and other fees. To the extent there are increases in payment processing fees, material changes in the payment ecosystem, such as large re-issuances of payment cards, delays in receiving payments from payment processors, changes to rules or regulations concerning payments, loss of payment partners and/or disruptions or failures in the operations or security of our payment processing systems, partner systems or payment products, including products we use to update payment information, our revenue, operating expenses and results of operation could be adversely impacted.

We may be subject to fines or other penalties imposed by the Internal Revenue Service and other tax authorities.

Certain of our subsidiaries are currently delinquent in filing annual tax returns with the Internal Revenue Service and several states. Although we do not believe taxes are due, we may be subject to penalties and interest by the tax authorities because of the late tax returns. There can be no assurance that we will remedy our delinquent filings sufficiently, and we may face penalties and fees which could adversely affect our operating results and investors' confidence in our internal operations.

We could be required to collect additional sales and other similar taxes or be subject to other tax liabilities that may increase the costs our customers would have to pay for our subscriptions and adversely affect our operating results.

Sales, value-added, goods and services, and similar tax laws are complicated and vary greatly by jurisdiction. Although the vast majority of states have considered or adopted laws that impose collection obligations on out-of-state companies for such taxes, there is significant uncertainty as to what constitutes sufficient nexus for a state or local jurisdiction to levy taxes, fees, and surcharges for sales made over the internet, as well as whether our subscriptions are subject to tax in various jurisdictions. Additionally, the Supreme Court of the United States ruled in South Dakota v. Wayfair, Inc. et. al. (Wayfair) that online sellers can be required to collect sales tax despite not having a physical presence in the buyer's state. In response to Wayfair, or otherwise, states or local governments may enforce laws requiring us to calculate, collect, and remit taxes on sales in their jurisdictions. A successful assertion by one or more states requiring us to collect taxes where we historically have not or presently do not do so could result in substantial tax liabilities, including taxes on past sales, as well as penalties and interest. The imposition by state governments or local governments of sales tax collection obligations on out-of-state sellers could also create additional administrative burdens for us and decrease our future sales, which could adversely affect our business and operating results.

We are subject to taxation-related risks in multiple jurisdictions.

We are a U.S.-based multinational company subject to tax in multiple U.S. and foreign tax jurisdictions. Judgment is required in determining our global provision for income taxes, value added and other similar taxes, deferred tax assets or liabilities and in evaluating our tax positions on a worldwide basis. It is possible that our tax positions may be challenged by jurisdictional tax authorities, which may have a significant impact on our global provision for income taxes.

Tax laws are being re-examined and evaluated globally. New laws and interpretations of the law are taken into account for financial statement purposes in the quarter or year that they become applicable. Tax authorities are increasingly scrutinizing the tax positions of multinational companies. If U.S. or other foreign tax authorities change applicable tax laws, our overall liability could increase, and our business, financial condition or results of operations may be adversely impacted. In addition, the U.S. government may enact significant changes to the taxation of business entities including, among others, an increase in the corporate income tax rate. In 2022, the U.S. enacted the Inflation Reduction Act, which, among other changes, introduced a 15% corporate minimum tax on certain United States corporations and a 1% excise tax on certain stock redemptions by United States corporations. The recently enacted One Big Beautiful Bill Act ("OBBBA") introduced additional reforms, including by permanently extending certain provisions of the Tax Cuts and Jobs Act. Furthermore, governmental agencies in domestic and international jurisdictions in which we and our affiliates do business, as well as the Organization for Economic Cooperation and Development, have recently focused on issues related to the taxation of multinational corporations (such as "base erosion and profit shifting") and proposed potential changes to existing legislation (such as the imposition of minimum taxes). We are currently unable to predict whether such changes will occur and, if so, the ultimate impact on our business.

We may be subject to fines or other penalties imposed by the Federal Communications Commission.

We distribute our Fubo Sports owned & operated linear network on over-the-air ("OTA") stations nationwide, which subjects us to the FCC regulations, including regulations concerning indecency and profanity. There is no guarantee that our programming will not violate the FCC's regulations due to the vagueness of the FCC's indecency/profanity definition, coupled with the spontaneity of live programming. Violation of indecency rules could lead to fines or penalties which may adversely affect our business.

Risks Related to Our Operations

Legal proceedings could cause us to incur unforeseen expenses and could occupy a significant amount of our management's time and attention.

From time to time, we may be subject to litigation or claims that could negatively affect our business operations and financial position. We may face allegations or litigation related to our acquisitions, securities issuances, business practices or other strategic decisions. For example, putative class action lawsuits have been filed by certain of our stockholders against us and certain of our officers and directors alleging certain violations of the federal securities laws in connection with certain statements we have made regarding our business and financial condition. In addition, certain of our stockholders have filed related derivative lawsuits against certain of our officers and directors alleging certain federal securities law violations and that the officers and directors breached their fiduciary duties and committed corporate waste. The securities class action litigations described above were dismissed with prejudice in April 2024 and the derivative lawsuits were dismissed with prejudice in June 2021. Further, following the dissolution of Fubo Gaming in October 2022, we resolved disputes with several commercial partners of Fubo Gaming that alleged breach by Fubo Gaming of applicable agreements. Additional allegations, or litigation, may arise in the future related to the dissolution of Fubo Gaming, including potential breach of contract claims by other commercial partners of Fubo Gaming or claims related to guarantees by the Company of Fubo Gaming's contractual obligations.

In addition, from time to time, we may pursue litigation against third parties, including antitrust claims in response to actions by certain competitors that we believe are harmful to competition within the industry and to consumers.

Litigation disputes, including the disputes we are currently facing and/or pursuing, could cause us to incur unforeseen expenses, result in content unavailability, and otherwise occupy a significant amount of our management's time and attention, any of which could negatively affect our business operations and financial position. While the ultimate outcome of investigations, inquiries, information requests and related legal proceedings is difficult to predict, such matters can be expensive, time-consuming and distracting, and adverse resolutions or settlements of those matters may result in, among other things, modification of our business practices, reputational harm or costs and significant payments, any of which could negatively affect our business operations and financial position.

The quality of our customer support is important to our subscribers, and if we fail to provide adequate levels of customer support, we could lose subscribers, which would harm our business.

Our subscribers depend on our customer support organization to resolve any issues relating to our platform, including pricing, product and technical issues. A high level of support is necessary to acquire and retain our customers. As we rely on business process outsourcing ("BPO") providers and/or third-party providers for our customer support operations, we are presented with the challenges of effectively managing and training these third-party organizations to provide adequate support to our customers. This presents a significant challenge and risk to our overall ability in the short term to provide the level of customer support necessary and could adversely affect our ability to service new and current subscribers, which in turn could materially and adversely affect our business, financial condition and results of operations.

We may be unable to successfully expand our international operations and our international expansion plans, if implemented, will subject us to a variety of economic, political, regulatory and other risks.

We currently generate the vast majority of our revenue in the United States and have limited experience marketing, selling, licensing, running or monetizing our platform outside the United States. In addition, we have limited experience managing the administrative aspects of a global organization.

Outside of the United States, we operate in Canada, Spain, and France. We also have offices and employees based in India. While we intend to explore additional opportunities to expand our business in international markets in which we see compelling opportunities, we may not be able to create or maintain international market demand for our platform.

Operating in international markets requires significant resources and management attention and subjects us to economic, political, regulatory and other risks that may be different from or incremental to those in the United States. In addition to the risks that we face in the United States, our international operations involve risks that could adversely affect our business, including:

- differing legal and regulatory requirements, including country-specific data privacy and security laws and regulations, consumer protection laws and regulations, tax laws, trade laws, labor regulations, tariffs, export quotas, custom duties on cross-border movements of goods or data flows, extension of limits on TV advertising minutes to OTT advertising, local content requirements, data or data processing localization requirements, or other trade restrictions;

- slower adoption and acceptance of streaming services in other countries;

- the need to adapt our content and user interfaces for specific cultural and language differences, including delivering support and training documentation in languages other than English;

- our ability to deliver or provide access to popular streaming channels or content to users in certain international markets;

- different or unique competitive pressures as a result of, among other things, the presence of local consumer electronics companies and the greater availability of free content on over-the-air channels in certain countries, such as France;

- challenges inherent in efficiently staffing and managing an increased number of employees over large geographic distances, including the need to implement appropriate systems, policies, compensation and benefits, and compliance programs;

- political or social unrest, including the ongoing war between Russia and Ukraine, conflicts in the Middle East and economic instability;

- compliance with laws such as the Foreign Corrupt Practices Act, UK Bribery Act and other anti-corruption laws, export controls and economic sanctions, and local laws prohibiting corrupt payments to government officials;

- compliance with various privacy, data transfer, data protection, accessibility, consumer protection and child protection laws in the European Union and other international markets that we operate in;

- difficulties in understanding and complying with local laws, regulations and customs in foreign jurisdictions, including local ownership requirements for streaming content providers and laws and regulations relating to privacy, data protection and information security, and the risks and costs of non-compliance with such laws, regulations and customs;

- regulatory requirements or government action against our service, whether in response to enforcement of actual or purported legal and regulatory requirements or otherwise, that results in disruption or non-availability of our service or particular content in the applicable jurisdiction;

- adverse tax consequences such as those related to changes in tax laws or tax rates or their interpretations, and the related application of judgment in determining our global provision for income taxes, deferred tax assets or liabilities or other tax liabilities given the ultimate tax determination is uncertain;

- differing legal and court systems, including limited or unfavorable intellectual property protection;

- fluctuations in currency exchange rates could impact our revenue and expenses of our international operations and expose us to foreign currency exchange rate risk;

- profit repatriation and other restrictions on the transfer of funds;

- differing payment processing systems;

- working capital constraints; and

- new and different sources of competition.

If we invest substantial time and resources to expand our international operations and are unable to do so successfully and in a timely manner, our business and financial condition may be harmed. Our failure to manage any of these risks successfully could harm our international operations and our overall business and results of our operations.

Our operations outside the U.S. may be adversely affected by the operation of laws in those jurisdictions.

Our operations in non-U.S. jurisdictions are in many cases subject to the laws of the jurisdictions in which they operate rather than U.S. law. Laws in some jurisdictions differ in significant respects from those in the U.S. These differences can affect our ability to react to changes in our business, and our rights or ability to enforce rights may be different than would be expected under U.S. law. Moreover, enforcement of laws in some overseas jurisdictions can be inconsistent and unpredictable, which can affect both our ability to enforce our rights and to undertake activities that we believe are beneficial to our business. In addition, the business and political climate in some jurisdictions may encourage corruption, which could reduce our ability to compete successfully in those jurisdictions while remaining in compliance with local laws or U.S. anti-corruption laws applicable to our businesses. As a result, our ability to generate revenue and our expenses in non-U.S. jurisdictions may differ from what would be expected if U.S. law governed these operations.

We depend on highly skilled key personnel to operate our business, and if we are unable to attract, retain, and motivate qualified personnel, our ability to develop and successfully grow our business could be harmed.

We believe that our future success is highly dependent on the talents and contributions of David Gandler, our Co-Founder and Chief Executive Officer, other members of our executive team, and other key employees, such as engineering, finance, legal, research and development, marketing, and sales personnel. Our future success depends on our continuing ability to attract, develop, motivate, and retain highly qualified and skilled employees. All of our employees, including our senior management, are free to terminate their employment relationship with us at any time, and their knowledge of our business and industry may be difficult to replace. Qualified individuals are in high demand, particularly in the digital media industry, and we may incur significant costs to attract them. We use equity awards to attract talented employees, but if the value of our Class A Common Stock declines significantly and remains depressed, that may prevent us from recruiting and retaining qualified employees. If we are unable to attract and retain our senior management and key employees, we may not be able to achieve our strategic objectives, and our business could be harmed. In addition, we believe that our key executives have developed highly successful and effective working relationships. We cannot ensure that we will be able to retain the services of any members of our senior management or other key employees. If one or more of these individuals leave, we may not be able to fully integrate new executives or replicate the current dynamic and working relationships that have developed among our senior management and other key personnel, and our operations could suffer.

The impact of worldwide economic conditions may adversely affect our business, operating results, and financial condition.

Our financial performance is subject to worldwide economic conditions, including inflation trends, and their impact on levels of advertising spending. Expenditures by advertisers generally tend to reflect overall economic conditions, and to the extent that the economy continues to stagnate, reductions in spending by advertisers could have a material adverse impact on our business. Historically, economic downturns have resulted in overall reductions in advertising spending.

Economic conditions may adversely impact levels of consumer spending, which could adversely impact the number of subscribers to our platform. Consumer purchases of discretionary items generally decline during recessionary periods and other periods in which disposable income is adversely affected. To the extent that overall economic conditions continue to reduce spending on discretionary activities, our ability to retain current and obtain new subscribers could be hindered, which could reduce our revenue and negatively impact our business.

Changes in how we market our service could adversely affect our marketing expenses and subscription levels may be adversely affected.

We utilize a broad mix of marketing and public relations programs, including social media sites, to promote our service and content to existing and potential new subscribers. We may limit or discontinue use or support of certain marketing sources or activities if advertising rates increase or if we become concerned that subscribers or potential subscribers deem certain marketing platforms or practices intrusive or damaging to our brand. If the available marketing channels are curtailed, our ability to engage subscribers and attract new subscribers may be adversely affected.

Companies that promote our service may decide that we negatively impact their business or may make business decisions that in turn negatively impact us. For example, if they decide that they want to compete more directly with us, enter a similar business or exclusively support our competitors, we may no longer have access to their marketing channels. We also acquire a number of subscribers who re-join our service having previously canceled their subscription. If we are unable to maintain or replace our sources of subscribers with similarly effective sources, or if the cost of our existing sources increases, our subscription levels and marketing expenses may be adversely affected.

We utilize marketing to promote our content, drive conversation about our content and service, and drive viewing by our subscribers. To the extent we promote our content inefficiently or ineffectively, we may not obtain the expected acquisition and retention benefits and our business may be adversely affected.

We have pursued and may in the future engage in strategic transactions, including acquisitions and investments, which involve a number of risks, and if we are unable to address and resolve these risks successfully, such acquisitions and investments could harm our business.

From time to time, we acquire or invest in businesses, products or technologies, or partner with other companies, to expand our offerings and capabilities, subscriber base and business. The risks associated with such strategic transactions include: the difficulty of integrating solutions, operations, and personnel; inheriting liabilities and exposure to litigation; failure to realize anticipated benefits and expected synergies; and diversion of management's time and attention, among other risks related to strategic transactions. We have evaluated, and expect in the future to evaluate, a wide array of potential strategic transactions. Any such transaction could be material to our financial condition and results of operations. Also, any anticipated benefits from a given transaction, including, but not limited to, the Business Combination, may never materialize. In addition, the process of integrating any businesses, products or technologies acquired by us may create unforeseen operating difficulties and expenditures and we may have difficulties retaining key employees. Transactions in international markets involve additional risks, including those related to integration of operations across different cultures and languages, currency risks and the particular economic, political and regulatory risks associated with specific countries. We may not be successful in overcoming such risks, and such transactions may negatively impact our business. In addition, if we do not complete an announced transaction or integrate an acquired business successfully and in a timely manner, we may not realize the benefits of the transaction to the extent anticipated. Strategic transactions may contribute to fluctuations in our quarterly financial results. These fluctuations could arise from transaction-related costs and charges associated with eliminating redundant expenses or write-offs of impaired assets recorded in connection with acquisitions and investments and could negatively impact our financial results.

Risks Related to Privacy, Consumer Protection and Cybersecurity

We are subject to a number of legal requirements and other obligations regarding privacy, security, consumer protection and data protection, and any actual or perceived failure to comply with these requirements or obligations could have an adverse effect on our reputation, business, financial condition and operating results.

Various international, federal, and state laws and regulations govern the processing of personal information, including the collection, use, retention, transfer, sharing and security of the personal information we receive from and about our subscribers and other individuals. The global data protection landscape for the collection and processing of personal information, including subscriber and other consumer personal information, by online service providers, content distributors, advertisers and publishers is rapidly evolving in the United States and internationally. Privacy groups and government bodies, including the Federal Trade Commission ("FTC"), increasingly have scrutinized issues relating to the use, collection, storage, disclosure, and other processing of data, including data that is associated with personal identities or devices, and we expect such scrutiny to continue to increase. Various federal, state and foreign government bodies and agencies have adopted or are considering adopting laws and regulations limiting, or laws and regulations covering the processing, collection, distribution, use, disclosure, storage, transfer and security of certain types of information. In addition to government regulation, self-regulatory standards and other industry standards may legally or contractually apply to us, be argued to apply to us, or we may elect to comply with such standards or facilitate compliance by content publishers, advertisers, or others with such standards.

For example, in the United States, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act (collectively, the "CCPA") requires covered businesses that process the personal information of California residents to, among other things: (i) provide certain disclosures to California residents regarding the business's collection, use, and disclosure of their personal information; (ii) receive and respond to requests from California residents to access, delete, and correct their personal information, or to opt out of certain disclosures of their personal information; and (iii) enter into specific contractual provisions with service providers that process California resident personal information on the business's behalf. Since the CCPA went into effect, comprehensive privacy statutes that share similarities with the CCPA are now in effect and enforceable in numerous states, and such laws may increase our compliance costs and exposure to liability. These laws grant consumers certain rights with respect to their personal information, have notice obligations, and require consent in some circumstances, among other things. Other U.S. states are considering adopting similar laws and regulations and there remains increased interest at the federal level as well. In some cases, the enactment of such laws has conflicting requirements that makes compliance challenging.

Additionally, our use of certain commonly used digital trackers to deliver relevant advertising to our website visitors and on our platform places us and our advertising partners at risk for claims under a number of other laws, including but not limited to the Video Privacy Protection Act ("VPPA"), the California Invasion of Privacy Act ("CIPA"), and Cal. Civil Code § 1799.3 and other state and federal laws, and we have been subject to such claims to date related to our digital advertising practices. In a recent trend, some content publishers have been engaged in litigation over alleged violations of the VPPA relating to activities on online platforms in connection with advertising provided by unrelated third parties, the results of which may impact our business. We and our content publishers and advertisers could be at risk for violation or alleged violation of these and other laws, regulations, and other standards and contractual obligations relating to privacy, data protection, and information security. More generally, the FTC and various state regulatory agencies are aggressively investigating and bringing enforcement actions that are focused on companies' collection, use, processing and sharing of consumer data, such as browsing information, for various uses, including but not limited to advertising.

In the European Economic Area ("EEA"), the European Union General Data Protection Regulation ("GDPR") imposes stringent obligations relating to data protection and security for processing the personal information of individuals within the EEA or in the context of our activities within the EEA. Further, since the beginning of 2021, after the end of the transition period following the departure of the United Kingdom ("UK") from the EU, the UK has created a separate regime with similarly onerous obligations under the United Kingdom General Data Protection Regulation and Data Protection Act 2018 (collectively, the "UK GDPR"). The GDPR and UK GDPR each authorize regulators to impose sanctions, including changes to data processing, and each allow for fines of up to 4% of the global annual revenue or €20 million (£17.5 million) of a noncompliant undertaking, whichever is greater, for certain violations. In addition to fines, a breach of the GDPR or UK GDPR may result in regulatory investigations, reputational damage, orders to cease/ change our data processing activities, enforcement notices, assessment notices (for a compulsory audit) and/ or civil claims (including class actions).

Additionally, we may incur expenses, costs, and other operational losses under the GDPR, UK GDPR and the privacy laws of applicable EU Member States in connection with any measures we take to comply with such laws.

Although certain legal mechanisms have been designed to allow for the transfer of personal information from the UK, EEA and Switzerland to the United States, uncertainty about compliance with such data protection laws remains and such mechanisms may not be available or applicable with respect to the personal information processing activities necessary to research, develop and market our products. We expect the existing legal complexity and uncertainty regarding international personal information transfers to continue. As a result, we may have to make certain operational changes and we may have to implement revised standard contractual clauses and other relevant documentation for existing data transfers within required time frames.

We are also subject to evolving EU and UK privacy laws on cookies, tracking technologies and e-marketing. In the EEA and the UK, under national laws derived from the ePrivacy Directive, informed consent is required for the placement of certain cookies or similar technologies on a user's device and for direct electronic marketing. The GDPR also imposes conditions on obtaining valid consent for cookies, such as a prohibition on pre-checked consents and a requirement to ensure separate consents are sought for each type of cookie or similar technology. In addition, recent European court decisions and regulatory guidance are driving increased attention to cookies and tracking technologies. If the trend of increasing enforcement by regulators of the strict approach to opt-in consent for all but essential use cases, as seen in recent guidance and decisions continues, this could lead to substantial costs, require significant systems changes, limit the effectiveness of our marketing activities, divert the attention of our technology personnel, adversely affect our margins, and subject us to additional liabilities.

Complying with the GDPR / UK GDPR, CCPA, VPPA and other laws, regulations, and other obligations relating to privacy, consumer protection, data protection, data localization or security may cause us to incur substantial operational costs or require us to modify our data handling practices. We also expect that there will continue to be new proposed laws and regulations concerning privacy, data protection and information security, and we cannot yet determine the impact such future laws, regulations and standards, or amendments to, expansions of or re-interpretations of, existing laws and regulations, industry standards, or other obligations may have on our business. New laws and regulations, amendments to, expansions of or re-interpretations of existing laws and regulations, industry standards, and contractual and other obligations may require us to incur additional costs and restrict our business operations. Additionally, the costs of compliance with, and other burdens imposed by, the laws, regulations, and policies that are applicable to the businesses of content publishers and advertisers may limit their use and adoption of, and reduce the overall demand for, our platform and advertising on our platform, and content publishers and advertisers may be at risk for violation or alleged violation of laws, regulations, and other standards relating to privacy, data protection, and information security relating to their activities on our platform. More generally, privacy, data protection, and information security concerns, whether or not valid, may inhibit market adoption of our platform, particularly in certain countries.

Furthermore, the interpretation and application of laws, regulations, standards, contractual obligations and other obligations relating to privacy, data processing and protection, and information security are uncertain, and these laws, standards, and contractual and other obligations may be interpreted and applied in a manner that is, or is alleged to be, inconsistent with our data management and processing practices, our policies or procedures, or the features of our platform. We have in the past and may in the future face regulatory outreach or investigations, litigation, claims or allegations that we are in violation of these laws, regulations, standards, or contractual or other obligations. We could be required to fundamentally change our business activities and practices or modify our platform or practices to address laws, regulations, or other obligations relating to privacy, data protection, or information security, or claims or allegations that we have failed to comply with any of the foregoing, which could have an adverse effect on our business. We may be unable to make such changes and modifications in a commercially reasonable manner or at all, and our ability to develop new features could be limited.

Any actual or perceived inability to adequately address privacy, consumer protection, data protection or security-related concerns, even if unfounded, or to successfully negotiate privacy, consumer protection, data protection or security-related contractual terms with content publishers, card associations, advertisers, or others, or to comply with applicable laws, regulations and other obligations relating to privacy, data protection, and security, could result in additional cost and liability to us.

Any significant interruptions, delays or discontinuations in service or disruptions in or unauthorized access to our information technology systems or those of third parties that we utilize in our operations, including those relating to cybersecurity or arising from cyber-attacks, could result in a loss or degradation of service, unauthorized disclosure of data, including subscriber and corporate information, or theft of intellectual property, including digital content assets, which could adversely impact our business.

We collect and maintain information in digital form that is necessary to conduct our business, and we are increasingly dependent on information technology systems and infrastructure to operate our business, including our mobile and web-based applications, our streaming platform and our enterprise software. In the ordinary course of our business, we collect, store and transmit large amounts of confidential information, including intellectual property, proprietary business information and personal information (collectively, “Confidential Information”) of subscribers and our employees and contractors. It is critical that we do so in a secure manner to maintain the confidentiality, availability and integrity of such Confidential Information. Our reputation and ability to attract, retain and serve our subscribers is dependent upon the reliable performance and security of our computer networks and information technology systems and those of third parties that we utilize in our operations.

Our information technology systems and those of third parties we use in our operations, as well as our Confidential Information, are subject to cybersecurity threats, including cyber-attacks such as computer viruses, and malware (e.g. ransomware), misconfigurations, "bugs" or other vulnerabilities, malicious code, denial or degradation of service attacks, natural disasters, terrorism, war, telecommunication and electrical failures, hacking, cyberattacks, phishing attacks and other social engineering schemes, employee theft or misuse, human error, fraud, physical or electronic break-ins and similar disruptions. These systems periodically experience directed attacks intended to lead to interruptions and delays in our service and operations as well as loss, misuse or theft of personal information and other Confidential Information. Additionally, outside parties may attempt to induce employees or subscribers to disclose Confidential Information, or to take advantage of software or hardware bugs and vulnerabilities, in order to gain access to data. Any attempt by hackers to obtain our data (including subscriber and corporate information) or intellectual property (including digital content assets), disrupt our service, or otherwise access our systems, or those of third parties we use could harm our business, be expensive to remedy and damage our reputation. We and certain of our third-party providers regularly experience cyberattacks and other incidents, some of which have led to unauthorized access to subscriber data, and we expect such attacks and incidents to continue. As previously disclosed, we suffered one such incident on December 14, 2022, when we experienced service outage as a result of a criminal cyber-attack. Once we detected the attack, we took steps to contain the incident and worked to restore service to users as quickly as possible. Though service was temporarily disrupted, we were able to restore service on the evening of December 14, 2022. We reported the incident to law enforcement and engaged an industry-leading incident response firm to assist with our response. Though as of the date of this filing this incident has been resolved, we could be subject to future similar attacks.

We use third-party cloud computing services in connection with our business operations. We also use third-party content delivery networks to help us stream content to our subscribers over the Internet. Problems faced by us or our third-party cloud computing or other network providers, including technological or business-related disruptions, as well as cybersecurity threats and regulatory interference, could adversely impact the experience of our users. We have also outsourced elements of our information technology infrastructure, and as a result a number of third-party vendors may or could have access to our Confidential Information. We have implemented certain systems and processes designed to thwart hackers and protect our data and systems, but the techniques and tools (including artificial intelligence) used to gain unauthorized access to data, systems, and software are constantly evolving, and we may be unable to anticipate or prevent unauthorized access, and we may be delayed in detecting unauthorized access or other security breaches and other incidents. The risk of a security breach or disruption, particularly through cyberattacks or cyber intrusion, including by computer hackers, foreign governments and cyber terrorists, has generally increased as the number, intensity and sophistication of attempted attacks and intrusions from around the world have increased and evolved. If we or our third-party vendors were to experience a significant cybersecurity breach of our or their information systems or data, the costs associated with the investigation, remediation and potential notification of the breach to counter-parties and data subjects could be material. In addition, our remediation efforts may not be successful. If we do not allocate and effectively manage the resources necessary to build and sustain the proper technology and cybersecurity infrastructure, we could suffer significant business disruption, including transaction errors, supply chain or manufacturing interruptions, processing inefficiencies, data loss or the loss of or damage to intellectual property or other proprietary information. There can also be no assurance that our and our third-party service providers', strategic partners', contractors', consultants', and collaborators' cybersecurity risk management program and processes, including policies, controls or procedures, will be fully implemented, complied with or effective in protecting our systems, networks and Confidential Information. Further, there is no assurance that hackers may not have a material impact on our service or systems in the future or that security breaches or other incidents may not occur due to these or other causes. Efforts and technologies to prevent disruptions to our service and unauthorized access to our systems are expensive to develop, implement and maintain. These efforts require ongoing monitoring and updating as technologies change and efforts to overcome security measures by circumventing controls, evading detection and obfuscating forensic evidence become more sophisticated and may limit the functionality of or otherwise negatively impact our service offering and systems. Additionally, disruption to our service and data security breaches and other incidents may occur as a result of employee or contractor error. Any adverse impact to the availability, integrity or confidentiality of our or third-party systems or Confidential Information can result in legal claims or proceedings (such as class actions), regulatory investigations and enforcement actions, fines and penalties, negative reputational impacts that cause us to lose existing or future subscribers, and/or significant incident response, business interruption, system restoration or remediation and future compliance costs. Any significant disruption to our service or access to our systems or any data that we or those who provide services for us maintain or otherwise process, or the perception that any of these have occurred, could result in a loss of subscriptions, harm to our reputation, and adversely affect our business and results of operations. Further, a penetration of our systems or a third-party's systems on which we depend or any loss of or unauthorized access to, use, alteration, destruction, or disclosure of personal information or other data could subject us to business, regulatory, contractual, litigation and reputation risk, which could have a negative effect on our business, financial condition and results of operations. We may also be exposed to a risk of loss or litigation and potential liability, which could materially and adversely affect our business, results of operations or financial condition.

Additionally, we cannot be certain that our insurance coverage will be adequate for data security liabilities actually incurred, will cover any indemnification claims against us relating to any incident, that insurance will continue to be available to us on economically reasonable terms, or at all, or that any insurer will not deny coverage as to any future claim. The successful assertion of one or more large claims against us that exceed available insurance coverage, or the occurrence of changes in our insurance policies, including premium increases or the imposition of large deductible or co-insurance requirements, could have a material adverse effect on our business, including our financial condition, operating results, and reputation.

Risks Related to Our Intellectual Property

We could become subject to litigation regarding intellectual property rights that could be costly and harm our business.

Third parties have previously asserted, and may in the future assert, that we have infringed, misappropriated, or otherwise violated their patent, trademark, copyright, or other intellectual property rights. Due to a large number of patents in the streaming field, it is not economically feasible to undertake efforts to try to predict whether any product or component will infringe the patent rights of others. Defending ourselves against intellectual property infringement claims, whether or not they have merit, could be costly and could result in the diversion of resources and management time and attention, even if we are ultimately successful in defending the claim. If a claim is successfully asserted against us, in addition to being liable for damages and/or indemnification of customers or partners, our ability to use our current streaming technology and market our service could be restricted. We may also have to remove content from our service or marketing materials. As a result of a dispute, we may have to develop non-infringing technology, enter into royalty or licensing agreements, adjust our content, or marketing activities or take other actions to resolve the claims. Some of our competitors may be better able to sustain the costs of such litigation or proceedings because of their substantially greater financial resources. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could impair our ability to compete in the marketplace. The occurrence of any of the foregoing events could harm our business. In addition, while the existence of our patent portfolio may deter some plaintiffs from asserting claims against us, from time to time we have faced, and expect in the future to face, allegations from “non-practicing entities.” Because these non-practicing entities have no relevant product revenue, and they exist primarily for the purpose of monetizing their patent portfolio through licensing and litigation, they may not be deterred by our own issued patents and pending patent applications in bringing intellectual property claims against us.

As a result of intellectual property infringement claims, or to avoid potential claims, we have previously chosen to, and may in the future choose or be required to, seek licenses from third parties. These licenses may not be available on commercially reasonable terms, or at all. Even if we are able to obtain a license, the license would likely obligate us to pay license fees, royalties or other consideration, and the rights granted to us might be nonexclusive, with the potential for our competitors to gain access to the same intellectual property. Furthermore, an adverse outcome of a dispute may require us to pay damages, potentially including treble damages and attorneys’ fees, if we are found to have willfully infringed another party’s intellectual property. We may also be required to cease making, licensing or using technologies that are alleged to infringe or misappropriate the intellectual property of others, and as a result may need to expend additional development resources to redesign our solutions; enter into potentially unfavorable royalty or license agreements in order to obtain the right to use necessary technologies, content or materials; and to indemnify our partners and other third parties. The inability to obtain intellectual property rights or licenses on favorable terms, or the need to engage in litigation related to these matters, may materially impact our business and financial condition.

An inability to obtain licenses for our streaming content from suppliers or other rights holders could be costly and harm our business.

We rely on our content suppliers to secure the rights to publicly perform and display the musical works and sound recordings embodied in any programming provided to or through our platform. If our content suppliers have not secured public performance or communication to the public licenses on a through to the viewer basis, then we could be liable to copyright owners or their agents copyright infringement. If our content suppliers are unable to secure such rights from copyright owners and/or as we explore expansion into types of content distribution beyond streaming, then we may have to secure licenses in our own name.

We cannot guarantee that our content providers or we have or will be able to obtain all of the licenses we need to stream our content, as the process of obtaining such licenses involves many rights holders, some of whom are unknown, and myriad complex legal issues across many jurisdictions, including open questions of law as to when and whether particular licenses are needed. Additionally, rights holders, creators, performers, writers and their agents, or societies, unions, guilds, or legislative or regulatory bodies have created and may in the future create or attempt to create new rights or regulations that could require our content providers or us to enter into license agreements with, and pay royalties to, newly defined groups of rights holders, some of which may be difficult or impossible to identify.

We cannot guarantee that the licenses currently held by our content providers or by us will be available in the future at rates and on terms that are favorable or commercially reasonable or at all. The terms of these licenses, including the royalty rates that our content providers or we are required to pay pursuant to them, may change as a result of changes in our bargaining power, the industry, laws and regulations, or for other reasons. Increases in royalty rates or changes to other terms of these licenses could have an impact on how much our content providers charge us, and accordingly they may materially impact our business, operating results, and financial condition.

Additionally, our content suppliers may develop their own streaming services and may be unwilling to provide us with access to certain content. If we do not maintain a compelling mix of content, our customer acquisition and retention may be adversely affected. The occurrence of any of the foregoing risks could harm our business.

If our technology, trademarks and other proprietary rights are not adequately protected to prevent use or misappropriation by our competitors, the value of our brand and other intangible assets may be diminished, and our business may be adversely affected.

The success of our business depends on our ability to protect and enforce our patents, trade secrets, trademarks, copyrights, and all of our other intellectual property rights, including the intellectual property rights underlying our Service. We attempt to protect our intellectual property under patent, trade secret, trademark, and copyright law through a combination of intellectual property registration, employee and third-party assignment and nondisclosure agreements, other contractual restrictions, technological measures, and other methods. While we generally enter into confidentiality and invention assignment agreements with our employees and consultants and while we also generally enter into confidentiality agreements with the parties with whom we have strategic relationships and business alliances, these agreements may not have been properly entered into on every occasion with the applicable counterparty, and such agreements may not always be effective to vest ownership of the relevant intellectual property in our business, or to control access to and distribution of our proprietary information. Further, these agreements do not prevent our competitors or partners from independently developing technologies that are substantially equivalent or superior to our platform.

We have filed and we expect to file from time to time for trademark and patent applications. Nevertheless, these applications may not be approved, or if approved, they may be limited in scope and might not provide us with a meaningful competitive advantage. Furthermore, third parties may oppose our applications, or challenge the validity or enforceability of any patents or other intellectual property issued or registered to, or otherwise held by us. Third parties may also knowingly or unknowingly infringe our intellectual property rights, and litigation or proceedings before governmental authorities and administrative bodies may be necessary to protect and enforce our patents, trademarks, trade secrets and other intellectual property rights, to protect our patent rights and to challenge the validity or scope of the proprietary rights of others. Our efforts to enforce or protect our proprietary rights may be ineffective and could result in substantial costs and diversion of resources and management time, each of which could substantially harm our operating results. Additionally, changes in law may be implemented, or changes in interpretation of such laws may occur, that may affect our ability to protect and enforce our patents and other intellectual property. If the protection of our intellectual property rights is inadequate to prevent use or misappropriation by third parties, the value of our brand, content, and other intangible assets may be diminished. Furthermore, failure to protect our domain names could also adversely affect our reputation and brand and make it more difficult for subscribers to find our website and our service. We may be unable, without significant cost or at all, to prevent third parties from acquiring domain names that are similar to, or that infringe upon or otherwise decrease the value of our trademarks and other proprietary rights.

Our use of open-source software could impose limitations on our ability to commercialize our platform.

We incorporate open-source software in our platform. From time to time, companies that incorporate open-source software into their proprietary software and products have faced claims challenging the ownership of their proprietary software and/or compliance with open-source license terms. Therefore, we could be subject to suits by parties claiming ownership of what we believe to be our proprietary software or non-compliance with open-source licensing terms. Use and distribution of open source software may also entail greater risks than that of third-party commercial software, as open source licensors generally do not provide warranties or other contractual protections regarding infringement claims or the quality of the code. In addition, certain open source licenses require that source code for software programs that are subject to the license (including, in certain cases, source code of proprietary software that is distributed with or linked to open source software) be made available to licensees or the public, and that any modifications or derivative works to such software continue to be licensed under potentially unfavorable terms or at no or minimal cost.

Although we monitor our use of open-source software in an effort both to comply with the terms of the applicable open source licenses and to avoid subjecting our proprietary software to conditions we do not intend, the terms of many open-source licenses have not been interpreted by U.S. courts, and there is a risk that these licenses could be construed in a way that could impose unanticipated conditions or restrictions on our ability to commercialize our platform. By the terms of certain open source licenses, we could be required to release the source code of our proprietary software and to make our software available under open source licenses, if we combine or distribute or link our proprietary software with open source software in certain manners. In the event that portions of our proprietary software are determined to be subject to an open source license, we could be required to publicly release the affected portions of our source code, re-engineer all, or a portion of, that software or otherwise be limited in the licensing of our software, each of which could negatively impact the value of our platform. While we are selective in our use of open source software and we have taken precautions to reduce the risk of subjecting our software to problematic “copyleft” open source license terms, many of the of the risks associated with usage of open source software cannot be eliminated, and could negatively affect our business, results of operations and financial condition.

If we are unable to obtain necessary or desirable third-party technology licenses, our ability to develop platform enhancements may be impaired.

We utilize commercially available off-the-shelf technology in the development of our platform. As we introduce new features or improvements to our platform, we may be required to license additional technologies from third parties. These third-party licenses may be unavailable to us on commercially reasonable terms, if at all. If we are unable to obtain necessary third-party licenses, we may be required to obtain substitute technologies with lower quality or performance standards, or at a greater cost, any of which could harm the competitiveness of our platform and our business.

Risks Related to the 2029 Convertible Notes

We may not have the ability to raise the funds necessary to settle conversions of the 2029 Convertible Notes in cash or to repurchase the 2029 Convertible Notes upon a fundamental change, and our future debt may contain limitations on our ability to pay cash upon conversion or repurchase of the 2029 Convertible Notes.

The closing of the Business Combination constituted a fundamental change under the indenture governing the 2029 Convertible Notes, triggering the Company’s delivery of a notice to holders of 2029 Convertible Notes regarding their fundamental change repurchase right (the “Tender Offer”). The Tender Offer expired on January 6, 2026, at which time none of the outstanding 2029 Convertible Notes were surrendered for repurchase pursuant to the Tender Offer.

Upon the occurrence of any future fundamental change before the maturity date, holders of the 2029 Convertible Notes will have the right to require us to repurchase all or a portion of the 2029 Convertible Notes at a repurchase price equal to 100% of the principal amount of the 2029 Convertible Notes to be repurchased, plus accrued and unpaid cash interest, if any. In addition, upon conversion of the 2029 Convertible Notes, unless we elect to deliver solely shares of our Class A Common Stock to settle such conversion (other than paying cash in lieu of delivering any fractional share), we will be required to make cash payments in respect of the notes being converted. Moreover, we will be required to repay the 2029 Convertible Notes in cash at their maturity unless earlier converted or repurchased. However, we may not have enough available cash or be able to obtain financing at the time we are required to make repurchases of all or a portion of the 2029 Convertible Notes surrendered therefor or pay cash with respect to notes being converted or at their maturity.

In addition, our ability to pay cash upon conversions of all or a portion of the 2029 Convertible Notes or at their maturity may be limited by law, regulatory authority or agreements governing our future indebtedness. Our failure to pay cash upon conversions of all or a portion of the 2029 Convertible Notes or at their maturity as required by the 2029 Notes Indenture would constitute a default under the 2029 Notes Indenture. A default under the 2029 Notes Indenture or the fundamental change itself could also lead to a default under agreements governing our existing or future indebtedness, including the 2026 notes indenture. Moreover, the occurrence of a fundamental change under the 2029 Notes Indenture could constitute an event of default under any such agreement. If the payment of the related indebtedness were to be accelerated after any applicable notice or grace periods, we may not have sufficient funds to repay the indebtedness and make cash payments upon conversions thereof.

The conditional conversion feature of all or a portion of the 2029 Convertible Notes, if triggered, may adversely affect our financial condition and operating results.

In the event the conditional conversion feature of any or all of the 2029 Convertible Notes is triggered, holders of the 2029 Convertible Notes will be entitled to convert their 2029 Convertible Notes at any time during specified periods at their option. If one or more holders elect to convert 2029 Convertible Notes, unless we elect to satisfy our conversion obligation by delivering solely shares of our Class A Common Stock (other than paying cash in lieu of delivering any fractional share), we would be required to settle a portion or all of our conversion obligation in cash, which could adversely affect our liquidity. In addition, even if holders of the 2029 Convertible Notes do not elect to convert their 2029 Convertible Notes, we could be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of the 2029 Convertible Notes as a current rather than long-term liability, which would result in a material reduction of our net working capital.

Provisions in the indenture for the 2029 Convertible Notes may deter or prevent a business combination that may be favorable to you.

If a fundamental change occurs prior to the maturity date of the 2029 Convertible Notes, holders of the 2029 Convertible Notes will have the right, at their option, to require us to repurchase all or a portion of their 2029 Convertible Notes. In addition, if a make-whole fundamental change occurs prior the maturity date, we will in some cases be required to increase the conversion rate for a holder that elects to convert all or a portion of their 2029 Convertible Notes in connection with such make-whole fundamental change. The consummation of the Business Combination constituted both a fundamental change and a make-whole fundamental change under the 2029 Notes Indenture, and so we were required to offer to repurchase any of our outstanding 2029 Convertible Notes at a repurchase price equal to 100% of the principal amount of such notes to be repurchased, plus accrued and unpaid interest, if any, and to increase the conversion rate for a holder that elects to convert all or a portion of their 2029 Convertible Notes in connection with such make-whole fundamental change. Furthermore, the 2029 Notes Indenture will prohibit us from engaging in certain mergers or acquisitions unless, among other things, the surviving entity assumes our obligations under the 2029 Convertible Notes. These and other provisions in the 2029 Notes Indenture could deter or prevent a third party from acquiring us even when the acquisition may be favorable to you.

The terms of the 2029 Notes Indenture and the Exchange Agreement place restrictions on our operating and financial flexibility. If we raise additional capital through debt financing, the terms of any new debt could further restrict our ability to operate our business.

The 2029 Convertible Notes are senior, secured obligations of us and our wholly-owned subsidiaries guaranteeing the notes (the “2029 Notes Guarantors”), secured by substantially all of our and 2029 Notes Guarantors’ assets (including intellectual property), in each case, excluding certain excluded assets and immaterial subsidiaries, and senior in right of payment to our existing and future indebtedness that is expressly subordinated to the 2029 Convertible Notes. Subject to certain exceptions, our future material wholly-owned domestic subsidiaries are required to become guarantors of the 2029 Convertible Notes and grant security interests in their assets securing the obligations in respect of the 2029 Convertible Notes.

The 2029 Notes Indenture restricts our ability to, among other restrictions, incur additional secured indebtedness, pursue certain dispositions, mergers or acquisitions, transfer certain assets to any of our subsidiaries that are not guarantors under the 2029 Convertible Notes, and engage in certain other business transactions. If we fail to comply with these or any of the other covenants under the 2029 Notes Indenture and are unable to obtain a waiver or amendment, the holders of the 2029 Convertible Notes may, among other things, declare all of the 2029 Convertible Notes due and payable and exercise rights with respect to collateral securing the 2029 Convertible Notes, each of which could significantly harm our business, financial condition and prospects and could cause the price of our Class A Common Stock to decline.

In addition, pursuant to the terms of the Exchange Agreement, we agreed, among other things, to grant the exchanging investors identified therein certain rights with respect to us and certain of our subsidiaries, including a right of first refusal with respect to the incurrence of additional secured indebtedness, participation rights with respect to the incurrence of unsecured indebtedness, and preemptive rights with respect to the issuance of certain equity securities, in each case subject to the terms set forth in the Exchange Agreement.

If we raise any additional debt financing, the terms of such additional debt could further restrict our operating and financial flexibility.

Risks Related to Ownership of our Class A Common Stock

Our stock price is volatile.

The market price of our Class A Common Stock is subject to wide price fluctuations in response to various factors, many of which are beyond our control. The factors include:

- global and regional macroeconomic conditions;
- variations in our operating results;
- variations between our actual operating results and the expectations of securities analysts, investors and the financial community;
- announcements of developments affecting our business, systems or expansion plans by us or others;
- technical factors in the public trading market for our stock that may produce price movements that may or may not comport with macro, industry or company-specific fundamentals, including, without limitation, the sentiment of retail investors (including as it may be expressed on financial trading and other social media sites), the amount and status of short interest in our securities, access to margin debt, trading in options and other derivatives on our Class A Common Stock, fractional share trading, and other technical trading factors or strategies;
- competition, including the introduction of new competitors, their pricing strategies and services;
- announcements regarding stock repurchases and sales of our equity and debt securities;
- market volatility in general;
- the level of demand for our stock, including the amount of short interest in our stock; and
- the operating results of our competitors.

In addition, the stock market in general, and the market for technology companies in particular, has experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of those companies. Broad market and industry factors may seriously affect the market price of companies' stock, including ours, regardless of actual operating performance. In addition, in the past, following periods of volatility in the overall market and the market price of a particular company's securities, securities class action litigation has often been instituted against these companies. This litigation, if instituted against us, could result in substantial costs and a diversion of our management's attention and resources.

The interests of Hulu, our controlling stockholder, may differ from the interests of our other stockholders.

Hulu (and Disney, through its indirect ownership of Hulu) collectively owns and controls 70% of the voting interest (calculated on a fully diluted basis) in our business through its ownership of the Class B Common Stock issued in the Share Issuance. Hulu has voting control of our Board and the right to designate a majority of the members of our Board, including the initial chair of our Board. In addition, our Certificate of Incorporation provides that, until the first date on which Hulu and its affiliates cease to collectively own at least 10% of the outstanding shares of our Common Stock, the prior written consent of Hulu will be required for us to implement any amendment or other modification to our Certificate of Incorporation or Bylaws that would adversely affect the rights (economic or otherwise) of Hulu and its affiliates in a manner that would be disproportionate as compared to the effect on our other stockholders. These various mechanisms of control provide Hulu significant influence over the daily operations and internal functions of our business and Newco.

As a result, Hulu has the ability to control us, including the ability to control (i) the designation of a majority of the members to our Board and, therefore, any matter requiring the general approval of our Board, (ii) any matter which may require the general approval of our stockholders, including change of control transactions and other major corporate transactions, and (iii) the adoption of amendments to our Certificate of Incorporation and Bylaws. This concentration of ownership and voting power may also delay, defer, or prevent an acquisition by a third party or other change of control of our business, and may make some transactions more difficult or impossible without the support of Hulu, even if such events are in the best interests of our other stockholders. This concentration of voting power may have a negative impact on the trading price of shares of Class A Common Stock.

Hulu's (and Disney's) interests may not be fully aligned with holders of Class A Common Stock, which could lead to actions that are not in the best interests of holders of Class A Common Stock because stockholders who only hold our Class A Common Stock control a limited percentage of the voting power required to affect corporate actions. In addition, Disney's ability to effectively control us may discourage a third party from making a significant equity investment in our business, or could discourage transactions involving a change in control, including transactions in which holders of shares of Class A Common Stock might otherwise receive a premium for their shares over the then-current market price.

We cannot predict the impact our capital structure and the concentrated control by Hulu may have on our stock price or our business.

We cannot predict whether our dual share class capital structure, combined with Hulu's concentrated control, will result in a lower trading price or greater fluctuations in the trading price of our Class A Common Stock as compared to our common stock prior to the closing of the Business Combination. In addition, some stock indices have in the past excluded companies with multiple share classes from their membership and may decide to do so again in the future.

We are exempt from certain corporate governance requirements since we are a "controlled company" within the meaning of NYSE rules, and as a result our stockholders do not have the protections afforded by these corporate governance requirements.

We are a "controlled company" within the meaning of the corporate governance standards of the NYSE. Under these rules, a listed company of which more than 50% of the voting power is held by an individual, group or another company is a "controlled company".

As a controlled company, we are permitted to elect, and have so elected, not to comply with certain corporate governance requirements of NYSE, including the requirements that a majority of our Board consists of "independent directors," as defined under the rules of NYSE, that our Board has a governance and nominating committee composed entirely of independent directors and that our Board has a compensation committee composed entirely of independent directors. For so long as we remain a "controlled company", we may, at any time and from time to time, utilize any or all of the applicable governance exemptions available under the NYSE rules to controlled companies. Accordingly, holders of our Class A Common Stock do not have the same protections afforded to stockholders of companies that are subject to all of the rules and corporate governance standards of NYSE, and the ability of our independent directors to influence our business policies and affairs may be reduced.

We expect to remain a controlled company until Hulu and its affiliates (including Disney) no longer control more than 50% of our voting power. Additionally, we will have 12 months from the date we cease to be a "controlled company" to have a majority of independent directors on our Board, a fully independent governance and nominating committee and a fully independent compensation committee.

If a substantial number of shares become available for sale and are sold in a short period of time, the market price of our Class A Common Stock could decline.

If our existing stockholders sell substantial amounts of our Class A Common Stock in the public market, the market price of our Class A Common Stock could decrease significantly. The perception in the public market that our existing stockholders might sell shares of common stock could also depress our market price. The market price of shares of our Class A Common Stock may drop significantly if our existing holders sell substantial amounts of our Class A Common Stock in the public market. A decline in the price of shares of our Class A Common Stock might impede our ability to raise capital through the issuance of additional shares of our Class A Common Stock or other equity securities.

For 24 months following the completion of the Business Combination, Hulu and its affiliates will be prohibited from transferring shares of Class B Common Stock (or, as thereafter exchanged, Class A Common Stock) other than to its affiliates, subject to certain exceptions. Following such 24-month lock-up period, Hulu and its affiliates will be permitted to transfer shares of Class B Common Stock (or, as thereafter exchanged, Class A Common Stock). Any such transfer could significantly increase the number of shares of Class A Common Stock available in the market, which could cause a decrease in the price of Class A Common Stock. In addition, even if Hulu does not transfer a large number of its shares into the market, the existence of its right to transfer a large number of shares into the market may depress the price of shares of Class A Common Stock.

We also filed Form S-8 registration statements to register shares reserved for future issuance under our equity compensation plans. As a result, subject to the satisfaction of applicable exercise periods, the shares issued upon exercise of outstanding stock options will be available for immediate resale in the United States in the open market. Further, we have filed an effective shelf registration statement on Form S-3 under which we may offer from time to time in one or more offerings any combination of common and preferred stock, debt securities, warrants, purchase contracts and units.

Additionally, certain of our employees, executive officers, and directors have already entered into, or may in the future enter into Rule 10b5-1 trading plans providing for sales of shares of our Class A Common Stock from time to time. Under a Rule 10b5-1 trading plan, a broker executes trades pursuant to parameters established by the employee, director, or officer when entering into the plan, without further direction from the employee, officer, or director. A Rule 10b5-1 trading plan may be amended or terminated in some circumstances. Our employees, executive officers, and directors also may buy or sell additional shares outside of a Rule 10b5-1 trading plan when they are not in possession of material, nonpublic information.

The corporate opportunity provisions in our Certificate of Incorporation could enable certain directors, principals, officers, employees, members and/or other representatives of Hulu and its affiliates, including Disney, to benefit from corporate opportunities that might otherwise be available to us.

Our Certificate of Incorporation provides that, to the fullest extent permitted by law, we renounce any interest or expectancy in a transaction or matter that may be a corporate opportunity for us, and Hulu, its affiliates and its non-independent director designees have no duty to present such corporate opportunity to us, and, except as otherwise agreed in writing, we may engage in competing businesses, do business with our clients, customers or vendors or employ or otherwise engage our personnel.

To the extent that Hulu, its affiliates and its non-independent director designees invest in other businesses, they may have differing interests than our other stockholders. In addition, if Disney and Hulu in the future decides to engage in the type of business we conduct, it may have a competitive advantage over us, which may cause our business, financial condition and results of operations to be materially adversely affected.

Our directors may have actual or potential conflicts of interest because of their equity interest in Disney. Also, certain of our directors are Disney employees, which may create conflicts of interest or the appearance of conflicts of interest.

Because of their current or former positions with Disney, certain of our directors may hold shares of Disney capital stock or outstanding Disney equity awards (including unvested awards). Continuing ownership of shares of Disney capital stock and equity awards could create, or appear to create, potential conflicts of interest if we and Disney face decisions that could have implications for both companies. In addition, certain of our directors are current employees of Disney, and this could create, or appear to create, potential conflicts of interest when we and Disney encounter opportunities or face decisions that could have implications for both companies or in connection with the allocation of such directors’ time between Disney and us.

Provisions relating to certain relationships and transactions in our Certificate of Incorporation address certain potential conflicts of interest between us, on the one hand, and Hulu, its affiliates, and their respective employees who are our directors, on the other hand. For example, in addition to any other required approval by our stockholders or our board of directors, the approval of the audit committee of the board of directors is required for the following matters: (i) any transaction between (a) Fubo, Newco or any of their respective subsidiaries (each, a "Fubo Group Entity"), on the one hand, and (b) Hulu or any of its affiliates (other than any Fubo Group Entity) (each, a "Hulu Group Entity") or any director, officer, employee or "associate" (as defined in Rule 12b-2 promulgated under the Exchange Act) of any Hulu Group Entity, on the other hand, and (ii) the entry by any Fubo Group Entity into any carriage agreement with any programmer (other than any Hulu Group Entity, which transaction shall be governed by clause (i)). Although these provisions are designed to resolve certain conflicts of interest between us and Hulu fairly, there can be no assurance that any conflicts of interest will be so resolved.

Anti-takeover provisions in our governing documents and under Delaware law could make an acquisition of the Company more difficult, limit attempts by our stockholders to replace or remove our current management, and depress the market price of our Class A Common Stock.

Our Certificate of Incorporation and Bylaws, and Delaware law, contain provisions that could have the effect of rendering more difficult, delaying or preventing an acquisition deemed undesirable by our board of directors. Among others, our Certificate of Incorporation and Bylaws include the following provisions:

- limitations on convening special stockholder meetings following the Majority Sunset Date (as defined in the Certificate of Incorporation), which could make it difficult for our stockholders to adopt desired governance changes after such date;

- advance notice procedures, which apply for stockholders to nominate candidates for election as directors or to bring matters before an annual meeting of stockholders;

- a prohibition on stockholder action by written consent following the Majority Sunset Date, which means that our stockholders will only be able to take action at a meeting of stockholders after such date;

- a forum selection clause, which means certain litigation can only be brought in Delaware;

- no authorization of cumulative voting, which limits the ability of minority stockholders to elect director candidates;

- the authorization of undesignated or "blank check" preferred stock, the terms of which may be established and shares of which may be issued without further action by our stockholders and which may be used to create a "poison pill";

- newly created directorships will be filled as provided in the Certificate of Incorporation; and

- the approval of Hulu is required to remove any director designated by Hulu in accordance with the Certificate of Incorporation.

These provisions, alone or together, could delay or prevent hostile takeovers and changes in control or changes in our management. As a Delaware corporation,

In addition, Section 203 of the DGCL ("Section 203") may affect the ability of an "interested stockholder" of a Delaware corporation to engage in certain business combinations, including mergers, consolidations or acquisitions of additional shares, for a period of three years following the time that the stockholder becomes an "interested stockholder." An "interested stockholder" is defined to include persons (i) owning directly or indirectly 15% or more of the outstanding voting stock of a corporation or (ii) who are affiliates or associates of the corporation and who were the owner of 15% or more of the outstanding voting stock of such corporation at any time within the three-year period immediately prior to the date on which it is sought to be determined whether such person is an interested stockholder, subject to certain exceptions. We did not elect to be subject to Section 203 in our Certificate of Incorporation. Therefore, Disney, Hulu and their respective affiliates and direct and indirect transferees are not deemed to be "interested stockholders," regardless of the percentage of the Class A Common Stock and Class B Common Stock owned by them, and accordingly are not subject to such restrictions.

Our Certificate of Incorporation provides to the fullest extent permitted by law that the Court of Chancery of the State of Delaware will be the exclusive forum for certain legal actions between us and our stockholders, and federal district courts will be the sole and exclusive forum for Securities Act claims, which could increase costs to bring a claim, discourage claims or limit the ability of our stockholders to bring a claim in a judicial forum viewed by the stockholders as more favorable for disputes with us or our directors, officers or other employees.

Our Certificate of Incorporation provides, to the fullest extent permitted by law, that unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware does not have jurisdiction, the United States District Court for the District of Delaware) will be the sole and exclusive forum for any (i) derivative action, suit or proceeding brought on our behalf, (ii) any action, suit or proceeding asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or employees to us or our stockholders, (iii) any action, suit or proceeding arising pursuant to any provision of the DGCL, our Certificate of Incorporation or our Bylaws or (iv) any action, suit or proceeding asserting a claim governed by the internal affairs doctrine of the State of Delaware. In addition, our Certificate of Incorporation provides that unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America will be the exclusive forum for the resolution of any complaint asserting a cause or causes of action under the Securities Act, including all causes of action asserted against any defendant to such complaint. The choice of forum provision may increase costs to bring a claim, discourage claims or limit a stockholder’s ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us or our directors, officers and other employees. Alternatively, if a court were to find the choice of forum provision contained in our Certificate of Incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions.

General Risk Factors

We have no plans to declare any cash dividends on our common stock in the foreseeable future.

We do not anticipate declaring any cash dividends to holders of our Class A Common Stock in the foreseeable future. Consequently, investors may need to rely on sales of their Class A Common Stock after price appreciation, which may never occur to realize future gains on their investment.

Future sales and issuances of our capital stock could reduce our stock price and any additional capital raised by us through the sale of equity or convertible securities may dilute your ownership in us.

We may issue additional shares of capital stock in the future, including shares issuable pursuant to securities that are convertible into or exchangeable for, or that represent a right to receive, capital stock. We may sell common stock, convertible securities and other equity securities in one or more transactions at prices and in a manner as we may determine from time to time, including pursuant to our shelf registration statements on Form S-3, which could result in substantial dilution to our existing stockholders. New investors in such future transactions could gain rights, preferences and privileges senior to those of holders of our Class A Common Stock.

If few securities or industry analysts publish research or reports, or if they publish adverse or misleading research or reports, regarding us, our business or our market, our stock price and trading volume could decline.

The trading market for our Class A Common Stock will be influenced by the research and reports that securities or industry analysts publish about us, our business or our market. If few securities or industry analysts commence coverage of us, the stock price would be negatively impacted. Additionally, if any of the analysts who currently cover us or initiate coverage on us in the future issue adverse or misleading research or reports regarding us, our business model, our intellectual property, our stock performance or our market, or if our operating results fail to meet the expectations of analysts, our stock price would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline.

Our insurance may not provide adequate levels of coverage against claims.

We maintain insurance that we believe is customary for businesses of our size and type. However, there are types of losses we may incur that cannot be insured against or that we believe are not economically reasonable to insure. Moreover, any loss incurred could exceed policy limits and policy payments made to us may not be made on a timely basis. Such losses could adversely affect our business prospects, results of operations, cash flows and financial condition.

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

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

(a) None.

(b) None.

(c) None.

Item 6. Exhibits

Exhibit Number	Description	Incorporated by Reference				Furnished/Filed Herewith
		Form	File No.	Exhibit	Filing Date	
2.1#	Business Combination Agreement dated as of January 6, 2025, by and among fuboTV Inc., The Walt Disney Company and Hulu, LLC	8-K/A	001-39590	2.1	01/10/2025	
3.1	Plan of Conversion of fuboTV Inc.	8-K	001-39590	3.1	10/29/2025	
3.2	Articles of Conversion of fuboTV Inc., as filed with the Secretary of State of the State of Florida.	8-K	001-39590	3.2	10/29/2025	
3.3	Certificate of Conversion of FuboTV Inc., as filed with the Secretary of State of the State of Delaware.	8-K	001-39590	3.3	10/29/2025	
3.4	Certificate of Incorporation of FuboTV Inc., dated October 29, 2025	8-K	001-39590	3.4	10/29/2025	
3.5	Bylaws of FuboTV Inc., dated October 29, 2025	8-K	001-39590	3.5	10/29/2025	

4.1	Indenture, dated as of February 2, 2021, by and between fuboTV Inc. and U.S. Bank National Association, as Trustee	8-K	001-39590	4.1	02/02/2021	
4.2	Form of Note, representing fuboTV Inc.'s 3.25% Convertible Senior Notes due 2026 (included in Exhibit 4.1)	8-K	001-39590	4.2	02/02/2021	
4.3	Indenture, dated as of January 2, 2024, among fuboTV Inc., the Guarantors and U.S. Bank Trust Company, National Association, as trustee and collateral agent	8-K	001-39590	4.1	01/02/2024	
4.4	Form of Note, representing fuboTV Inc.'s Convertible Senior Secured Notes due 2029 (included in Exhibit 4.3)	8-K	001-39590	4.2	01/02/2024	
4.5	First Supplemental Indenture, dated as of October 29, 2025, by and among FuboTV Inc., U.S. Bank Trust Company, National Association, as trustee	8-K	001-39590	4.1	10/29/2025	
4.6	First Supplemental Indenture, dated as of October 29, 2025, by and among FuboTV Inc., U.S. Bank Trust Company, National Association, as trustee and collateral agent, and the guarantors named therein.	8-K	001-39590	4.2	10/29/2025	
4.7	Form of Promissory Note	8-K	001-39590	4.1	01/07/2026	
10.1	Registration Rights Agreement, dated as of October 29, 2025, by and between FuboTV Inc. and Hulu, LLC	8-K	001-39590	10.1	10/29/2025	
10.2	Tax Receivables Agreement, dated as of October 29, 2025, by and among FuboTV Inc., Fubo Operations LLC and Hulu, LLC	8-K	001-39590	10.2	10/29/2025	
10.3#	Amended and Restated Limited Liability Company Agreement of Fubo Operations LLC, dated as of October 29, 2025, by and between FuboTV Inc., Fubo Operations LLC and Hulu, LLC	8-K	001-39590	10.3	10/29/2025	
10.4#	Stockholders Agreement, dated as of October 29, 2025, by and between FuboTV Inc. and Hulu, LLC	8-K	001-39590	10.4	10/29/2025	
10.5#	Form of Retention Agreement, dated as of October 28, 2025, by and between FuboTV Inc. and each Executive Officer					*
10.6#	Retention Agreement, dated as of October 28, 2025, by and between FuboTV Inc. and Edgar Bronfman Jr.					*
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a).					*
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a).					*
32.1	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350.					**

101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

*	Filed herewith.
**	Furnished herewith.
#	Certain schedules and other attachments have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company undertakes to furnish supplemental copies of any of the omitted schedules or other attachments upon request by the SEC.

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.

FUBOTV INC.

Date: February 5, 2026

By: */s/ David Gandler*

David Gandler

Chief Executive Officer (Principal Executive Officer)

FUBOTV INC.

Date: February 5, 2026

By: */s/ John Janedis*

John Janedis

Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)

Exhibit 10.5

October 28, 2025

Dear [ ]:

In recognition of your contributions to FuboTV Inc. (the “Company”) and to encourage and incentivize you to remain employed by the Company, we are delighted to provide you with the special retention compensation described in this letter agreement (this “Agreement”), subject to the terms of this Agreement. If the Closing does not occur for any reason, this Agreement shall be null and void *ab initio* and of no force and effect. Defined terms used in this Agreement without definition shall have the meanings given to such terms in the Business Combination Agreement dated as of January 6, 2024, by and among the Company, The Walt Disney Company and Hulu, LLC. At the Closing, you shall receive a retention award in the aggregate amount of $[ ], 25% of which will be in the form of cash (the “Retention Bonus”) and 75% of which will be in the form of equity (the “Retention RSUs”), subject to the terms set forth herein.

Cash Retention Bonus

Specifically, you shall receive a Retention Bonus in the amount of $[ ], which shall be paid in a cash lump sum on or as soon as practicable following the Closing Date, subject to your continued employment through the Closing Date (except as provided below). If your employment is terminated without Cause or you resign for Good Reason (each as defined below), in either case, prior to the Closing Date, you shall receive the Retention Bonus, on or as soon as practicable following the Closing Date, subject to your execution of a general release of claims in the form required under the Applicable Severance Arrangement (as defined below) (as applicable, the “Release”), which Release must become effective within 60 days following your termination. For the avoidance of doubt, if your employment is terminated for any reason on or following the Closing Date and prior to the payment date of the Retention Bonus, you shall receive the Retention Bonus.

Retention RSUs

In addition, you will be granted a Retention RSU award of $1,875,000 in the Company’s restricted stock units (“RSUs”) on or as soon as practicable following the Closing Date, subject to your continued employment through the date of grant (except as provided below). The Retention RSUs shall vest as to 33% of the award on the first anniversary of the Closing Date, and the remainder (67%) shall vest on the second anniversary of the Closing Date, subject to your continued employment through the applicable vesting date (except as provided below).

If your employment is terminated without Cause or you resign for Good Reason, in either case, prior to the grant of the Retention RSUs, you shall receive the Retention RSUs on or as soon as practicable following the Closing Date (which shall be fully vested upon grant), subject to your agreement to provide transitional consulting services of at least ten hours per month (subject to your other obligations) through the grant date (such period from the date of your termination of employment described in this sentence through the grant date of the Retention RSUs, the “Consulting Period”) as requested by the Company. If your termination without Cause or resignation for Good Reason occurs following the grant of the Retention RSUs, you shall fully vest in your Retention RSUs upon such termination, subject to your execution of the Release.

The number of shares of the Company's Common Stock subject to the Retention RSUs will be determined by dividing (1) the value of the Retention RSUs described in the third paragraph of this Agreement by (2) the volume weighted average price per share of the Company's Common Stock for the 30 days preceding the Closing Date; provided, however, that if the number of shares remaining available for issuance under the Company's 2020 Equity Incentive Plan ("2020 Plan") as of the Closing Date is not sufficient to cover such number of shares of Common Stock issuable to you under the Retention RSUs, then your Retention RSUs (or any portion thereof that cannot be satisfied in shares of the Company's Common Stock) shall instead provide for settlement in cash based on the fair market value per share of the Company's Common Stock on the applicable settlement date unless there are sufficient shares reserved for issuance under the 2020 Plan at the time of settlement. If for any reason the Company is prohibited by applicable law or the terms of the 2020 Plan from granting the Retention RSUs to you as provided in this Agreement, the Company will instead pay to you cash payments economically equivalent to the value you would have received upon vesting and settlement of the Retention RSUs described in the third paragraph of this Agreement had the Retention RSUs been granted to you, in accordance with the vesting schedule set forth herein (subject to any applicable acceleration as provided herein).

You hereby acknowledge and agree (a) to provide transition consulting services to the Company during the Consulting Period, (b) that the Consulting Period shall automatically terminate on the grant date of the Retention RSUs but may be terminated earlier either (i) by you, upon 30 days' written notice to the Company or (ii) by the Company immediately in the event of your material breach of this Agreement or any restrictive covenants contained herein or to which you are otherwise subject (subject to any applicable notice and cure requirements), (c) in the event the Consulting Period terminates prior to the grant date of the Retention RSUs for any reason, the Retention RSUs shall not be granted, and (d) your sole compensation from the Company for any service during the Consulting Period shall be the grant of the Retention RSUs.

For purposes of this Agreement, the "Applicable Severance Arrangement" means the [ ].

For purposes of this Agreement, the terms "Cause" and "Good Reason" will have the meanings given to such terms in the Applicable Severance Arrangement, as amended by your executed acknowledgement dated January 6, 2025, attached hereto as **Exhibit A** (the "Acknowledgment").

Restrictive Covenants

In consideration for the Retention Bonus and the Retention RSUs, you agree to be bound by the restrictive covenants set forth in **Exhibit B**.

Miscellaneous

All amounts paid to you hereunder shall be subject to applicable tax withholding. You and the Company acknowledge and agree that all provisions of this Agreement shall be governed by and construed in accordance with the laws of [ ] exclusively and without reference to principles of conflicts of laws. The Company and you irrevocably submit to the exclusive jurisdiction of any state or federal court located in [ ], over any matter related to this Agreement.

The parties intend that any amounts payable under this Agreement comply with or are exempt from Section 409A of the Code ("Section 409A"), and this Agreement shall be administered accordingly. Each payment contemplated by this Agreement will be treated as a separate payment for purposes of Section 409A. However, in no event will the Company reimburse you, or otherwise be responsible for, any taxes or costs that may be imposed on you as a result of Section 409A.

Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the Company's rights and obligations under this Agreement and agree expressly to perform the Company's obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession.

No provision of this Agreement may be modified unless the modification is agreed to in writing by you and by an authorized officer of the Company. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

FuboTV Inc.

____
Name: [ ]
Title: [ ]
Employee:

____
[ ]

EXHIBIT A

Good Reason Acknowledgment Letter

[Attached]

EXHIBIT B

Non-Compete Restrictions

[Attached]

Exhibit 10.5

SCHEDULE I TO EXHIBIT 10.5

As of the date of filing this report, the Company has entered into this form of Retention Agreement with the executive officers of the Company listed below. In accordance with Instruction 2 to Item 601 of Regulation S-K, the Company has filed only the form of such agreement as the agreements are substantially identical in all material respects, except as to the parties thereto and, in Section 3(a)(ii) of the agreements, the percentage of annual base salary and target annual cash bonus included in the severance payment. The Company agrees to furnish the agreements at the request of the SEC.

Name	Retention Award ($)
David Gandler	5,500,000
John Janedis	2,000,000
Alberto Horihuela Suarez	4,500,000

Exhibit 10.6

October 28, 2025

Dear Mr. Bronfman:

In recognition of your contributions to FuboTV Inc. (the "Company") and to encourage and incentivize you to remain employed by the Company, we are delighted to provide you with the special retention compensation described in this letter agreement (this "Agreement"), subject to the terms of this Agreement. If the Closing does not occur for any reason, this Agreement shall be null and void *ab initio* and of no force and effect. Defined terms used in this Agreement without definition shall have the meanings given to such terms in the Business Combination Agreement dated as of January 6, 2024, by and among the Company, The Walt Disney Company and Hulu, LLC. At the Closing, you shall receive a retention award in the aggregate amount of $1,500,000, 25% of which will be in the form of cash (the "Retention Bonus") and 75% of which will be in the form of equity (the "Retention RSUs"), subject to the terms set forth herein.

Cash Retention Bonus

Specifically, you shall receive a Retention Bonus in the amount of $375,000, which shall be paid in a cash lump sum on or as soon as practicable following the Closing Date, subject to your continued employment through the Closing Date (except as provided below). If your employment is terminated without Cause or you resign for Good Reason (each as defined below), in either case, prior to the Closing Date, you shall receive the Retention Bonus, on or as soon as practicable following the Closing Date, subject to your execution of a general release of claims in the form required under the Applicable Severance Arrangement (as defined below) (as applicable, the "Release"), which Release must become effective within 60 days following your termination. For the avoidance of doubt, if your employment is terminated for any reason on or following the Closing Date and prior to the payment date of the Retention Bonus, you shall receive the Retention Bonus.

Retention RSUs

In addition, you will be granted a Retention RSU award of $1,125,000 in the Company's restricted stock units ("RSUs") on or as soon as practicable following the Closing Date, subject to your continued employment through the date of grant (except as provided below). The Retention RSUs shall vest as to 33% of the award on the first anniversary of the Closing Date, and the remainder (67%) shall vest on the second anniversary of the Closing Date, subject to your continued employment through the applicable vesting date (except as provided below). Other than as would be inconsistent with this Agreement or as you may otherwise agree, the terms of the Retention RSUs shall be substantially identical to those of the Applicable Severance Arrangement.

If your employment is terminated without Cause or you resign for Good Reason, in either case, prior to the grant of the Retention RSUs, you shall receive the Retention RSUs, on or as soon as practicable following the Closing Date (which shall be fully vested upon grant), subject to your agreement to provide transitional consulting services of at least ten hours per month (subject to your other obligations) through the grant date (such period from the date of your termination of employment described in this sentence through the grant date of the Retention

RSUs, the “Consulting Period”) as requested by the Company. If your termination without Cause or resignation for Good Reason occurs following the grant of the Retention RSUs, you shall fully vest in your Retention RSUs upon such termination, subject to your execution of the Release.

The number of shares of the Company’s Common Stock subject to the Retention RSUs will be determined by dividing (1) the value of the Retention RSUs described in the third paragraph of this Agreement by (2) the volume weighted average price per share of the Company’s Common Stock for the 30 days preceding the Closing Date; provided, however, that if the number of shares remaining available for issuance under the Company’s 2020 Equity Incentive Plan (“2020 Plan”) as of the Closing Date is not sufficient to cover such number of shares of Common Stock issuable to you under the Retention RSUs, then your Retention RSUs (or any portion thereof that cannot be satisfied in shares of the Company’s Common Stock) shall instead provide for settlement in cash based on the fair market value per share of the Company’s Common Stock on the applicable settlement date unless there are sufficient shares reserved for issuance under the 2020 Plan at the time of settlement. If for any reason the Company is prohibited by applicable law or the terms of the 2020 Plan from granting the Retention RSUs to you as provided in this Agreement, the Company will instead pay to you cash payments economically equivalent to the value you would have received upon vesting and settlement of the Retention RSUs described in the third paragraph of this Agreement had the Retention RSUs been granted to you, in accordance with the vesting schedule set forth herein (subject to any applicable acceleration as provided herein).

You hereby acknowledge and agree (a) to provide transition consulting services to the Company during the Consulting Period, (b) that the Consulting Period shall automatically terminate on the grant date of the Retention RSUs but may be terminated earlier either (i) by you, upon 30 days’ written notice to the Company or (ii) by the Company immediately in the event of your material breach of this Agreement or any restrictive covenants contained herein or to which you are otherwise subject (subject to any applicable notice and cure requirements), (c) in the event the Consulting Period terminates prior to the grant date of the Retention RSUs for any reason, the Retention RSUs shall not be granted, and (d) your sole compensation from the Company for any service during the Consulting Period shall be the grant of the Retention RSUs.

During the course of your employment with the Company and for a period of twelve (12) months following the termination of your employment with the Company (the “Restricted Period”), you will not, without the prior written consent of the Company, be employed by, or otherwise participate in, the Covered Business, provided that it shall not be a violation of this covenant for you to own 5% or less of the equity securities of any entity. For the purposes of this Agreement, “Covered Business” means any business in which the Company and its subsidiaries are materially engaged as of immediately prior to the Closing Date that is in digital multi-channel video programming distribution within the Territory. “Territory” means (i) all states of the United States of America in which the Company conducted business as of the Closing Date; and (ii) any other countries in which the Company conducted material business as of the Closing Date.

You acknowledge and agree that the Company’s remedies at law for a breach or threatened breach of any of the non-competition provisions of this Agreement would be inadequate and, in recognition of this fact, you agree that, in the event of such breach or threated breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to obtain an injunction or other equitable relief. In addition, any payment of the Retention Bonus or Retention RSUs or equity award vesting and severance on or following the Closing of the Retention RSUs or under the Applicable Severance Arrangement or the Stock Option Agreement between you and the Company, dated as of May 19, 2021 (“Stock Option Agreement”) shall be deemed conditioned on compliance in all material respects (after written notice and a 30-day opportunity to cure) with the non-competition covenant of this Agreement and such covenant shall be deemed to be incorporated into this Agreement, the Applicable Severance Arrangement and the Stock Option Agreement.

For purposes of this Agreement, the “Applicable Severance Arrangement” means the Restricted Stock Unit Agreement between you and the Company, dated January 1, 2025.

For purposes of this Agreement, the terms “Cause” and “Good Reason” will have the meanings given to such terms in the Applicable Severance Arrangement.

Section 280G

Notwithstanding any other provisions of this Agreement or any Company equity plan or agreement, in the event that any payment or benefit by the Company or otherwise to or for the benefit of you, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (all such payments and benefits being hereinafter referred to as the “Total Payments”), would be subject (in whole or in part) to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then the Total Payments shall be reduced (in the order provided in the next sentence) to the minimum extent necessary to avoid the imposition of the Excise Tax on any portion of the Total Payments, but only if the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income and employment taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments), is greater than or equal to the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income and employment taxes on such unreduced Total Payments and the amount of the Excise Tax to which you would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments). The Total Payments shall be reduced in the following order: (i) reduction on a pro-rata basis of any cash severance payments that are exempt from Section 409A of the Code (“Section 409A”), (ii) reduction on a pro-rata basis of any non-cash severance payments or benefits that are exempt from Section 409A, (iii) reduction on a pro-rata basis of any other payments or benefits that are exempt from Section 409A and (iv) reduction of any payments or benefits otherwise payable to you on a pro-rata basis or such other manner that complies with Section 409A; provided, in case of clauses (ii), (iii) and (iv), that reduction of any payments attributable to the acceleration of vesting of Company equity awards shall be first applied to Company equity awards that would otherwise vest last in time. All determinations regarding the application of this paragraph shall be made by Golden Parachute Tax Solutions LLC (the “Independent Advisors”). For purposes of determinations, no portion of the Total Payments shall be taken into account which, in the opinion of the Independent Advisors, (i) does not constitute a “parachute payment” within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) or (ii) constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the "base amount" (as defined in Section 280G(b)(3) of the Code) allocable to such reasonable compensation. The costs of obtaining such determination and all related fees and expenses (including related fees and expenses incurred in any later audit) shall be borne by the Company. In the event it is later determined that a greater reduction in the Total Payments should have been made to implement the objective and intent of this paragraph, the excess amount shall be returned promptly by you to the Company.

Miscellaneous

All amounts paid to you hereunder shall be subject to applicable tax withholding. You and the Company acknowledge and agree that all provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of New York exclusively and without reference to principles of conflicts of laws. The Company and you irrevocably submit to the exclusive jurisdiction of any state or federal court located in New York, over any matter related to this Agreement.

The parties intend that any amounts payable under this Agreement comply with or are exempt from Section 409A, and this Agreement shall be administered accordingly. Each payment contemplated by this Agreement will be treated as a separate payment for purposes of Section 409A. However, in no event will the Company reimburse you, or otherwise be responsible for, any taxes or costs that may be imposed on you as a result of Section 409A.

Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the Company's rights and obligations under this Agreement and agree expressly to perform the Company's obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession.

No provision of this Agreement may be modified unless the modification is agreed to in writing by you and by an authorized officer of the Company. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

FuboTV Inc.

____
Employee:

____
Edgar Bronfman Jr.

Exhibit 31.1

CERTIFICATION

I, David Gandler, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the fiscal quarter ended December 31, 2025 of FuboTV Inc.;

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

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

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

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

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

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

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

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

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

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

February 5, 2026	*/s/ David Gandler*
	David Gandler Chief Executive Officer (principal executive officer)

Exhibit 31.2

CERTIFICATION

I, John Janedis, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the fiscal quarter ended December 31, 2025 of FuboTV Inc.;

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

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

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

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

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

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

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

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

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

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

February 5, 2026

/s/ John Janedis

John Janedis
Chief Financial Officer
(principal financial officer and principal accounting officer)

Exhibit 32.1

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

In connection with the Quarterly Report on Form 10-Q of FuboTV Inc. (the "Company") for the fiscal quarter ended December 31, 2025 as filed with the Securities and Exchange Commission (the "Report"), I, David Gandler, Chief Executive Officer of the Company, and I, John Janedis, Chief Financial Officer of the Company, each certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of our knowledge:

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

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

February 5, 2026	*/s/ David Gandler*
	David Gandler Chief Executive Officer (principal executive officer)
February 5, 2026	*/s/ John Janedis*
	John Janedis Chief Financial Officer (principal financial officer and principal accounting officer)

This certification accompanies this Quarterly Report on Form 10-Q pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by such Act, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that the Company specifically incorporates it by reference.