# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION

**Washington, D.C. 20549**

# FORM 10-Q

**(Mark One)**

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

**For the quarterly period ended June 30, 2024**

**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: 001-41850**

# BEYOND, INC.

(Exact name of registrant as specified in its charter)

| | |
|---|---|
| **Delaware** | **87-0634302** |
| (State or other jurisdiction of incorporation or organization) | (I.R.S. Employer Identification Number) |
| **799 West Coliseum Way**<br>**Midvale**<br>**Utah** | **84047** |
| (Address of principal executive offices) | (Zip Code) |

**(801) 947-3100**
(Registrant's telephone number, including area code)

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

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|---|---|
| Common Stock, $0.0001 par value | BYON | 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 ☒

45,750,676 shares of the registrant's common stock, par value $0.0001, were outstanding on July 26, 2024.

**BEYOND, INC.**
**TABLE OF CONTENTS TO QUARTERLY REPORT ON FORM 10-Q**
**For the Quarterly Period Ended June 30, 2024**


| | | Page |
|---|---|---|
| | **PART I. FINANCIAL INFORMATION** | |
| Item 1. | Financial Statements (Unaudited) | 5 |
| | Consolidated Balance Sheets | 5 |
| | Consolidated Statements of Operations | 7 |
| | Consolidated Statements of Comprehensive Loss | 8 |
| | Consolidated Statements of Changes in Stockholders' Equity | 9 |
| | Consolidated Statements of Cash Flows | 10 |
| | Notes to Unaudited Consolidated Financial Statements | 11 |
| Item 2. | Management's Discussion and Analysis of Financial Condition and Results of Operations | 23 |
| Item 3. | Quantitative and Qualitative Disclosures About Market Risk | 33 |
| Item 4. | Controls and Procedures | 34 |
| | **PART II. OTHER INFORMATION** | |
| Item 1. | Legal Proceedings | 35 |
| Item 1A. | Risk Factors | 35 |
| Item 2. | Unregistered Sales of Equity Securities and Use of Proceeds | 36 |
| Item 3. | Defaults Upon Senior Securities | 36 |
| Item 4. | Mine Safety Disclosures | 36 |
| Item 5. | Other Information | 37 |
| Item 6. | Exhibits | 38 |
| Signature | | 39 |

**SPECIAL CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS**

*This Quarterly Report on Form 10-Q and any documents incorporated herein by reference, and our other public documents and statements our officers and representatives may make from time to time, contain forward-looking statements within the meaning of the federal securities laws. We intend for these statements to be entitled to the protection of the safe harbor provisions of these laws. You can find many of these statements by looking for words such as "may," "would," "could," "should," "will," "expect," "anticipate," "predict," "project," "potential," "continue," "contemplate," "seek," "assume," "believe," "intend," "plan," "forecast," "goal," "estimate," or other similar expressions which identify these forward-looking statements.*

*These forward-looking statements involve risks and uncertainties and relate to future events or our future financial or operating performance. These forward-looking statements are not historical facts, and are based on current expectations, estimates and projections about our industry and business, and on management's beliefs and certain assumptions made by management, many of which, by their nature, are inherently uncertain and beyond our control. Accordingly, you are cautioned that any such forward-looking statements are not guarantees of future performance and are subject to assumptions, risks, uncertainties, and other important factors that are difficult to predict, and that actual results and outcomes may be materially different from the results or outcomes expressed or implied by any of our forward-looking statements for a variety of reasons, including among others:*

- *any difficulties we may encounter as a result of our reliance on third-parties that we do not control for the performance of critical functions material to our business, such as carriers, fulfillment partners, and SaaS/IaaS providers;*
- *any inability to compete successfully against existing or future competitors or to effectively market our business and generate customer traffic;*
- *a recession or other economic downturn, inflation, high interest rates, our exposure to the U.S. housing market, or other changes in U.S. and global economic conditions or U.S. consumer spending;*
- *any increases in the price of importing goods into the U.S. or transporting to our customers the types of merchandise we sell or other supply chain challenges that limit our ability to deliver merchandise to our customers in a timely and cost-effective manner;*
- *any difficulties or negative consequences we may encounter as a result of our changed company name, changed stock ticker symbol, changed stock exchange on which our common stock trades, or as a result of the use of our various brands including Beyond, Overstock, Bed Bath & Beyond, Zulily, Backyard, and College Living;*
- *any problems associated with the changing job market, changing job structure, changing compensation structure, or ability to attract and retain key personnel;*
- *any inability to generate and maintain unpaid natural traffic to our websites;*
- *any inability to become profitable or generate positive cash flow from operations;*
- *the relocation or third-party maintenance of our data center or any other risks or challenges that could result in loss of functionality or unavailability of our websites or reduced performance of our transaction systems;*
- *our exposure to cybersecurity risks, risks of data loss and other security breaches;*
- *the risk that we may be required to recognize losses relating to our equity and other investments;*
- *the impacts that we would experience if governmental entities or providers of consumer devices and internet browsers further restrict or regulate the use of "cookie" tracking technologies;*
- *the impact that any litigation, claims, or regulatory matters could have on our business, financial condition, results of operations, and cash flows;*
- *any inability to optimize and effectively operate our distribution center, warehouse, and customer service operations;*
- *any failures to effectively utilize technological advancements;*
- *negative economic consequences of political events such as the U.S. presidential election, various global conflicts, and macroeconomic factors;*
- *negative consequences associated with our determination to partially self-insure our employee's health insurance;*
- *the possibility that we may be unable to protect our proprietary technology and to obtain trademark protection for our marks;*
- *current and future claims of intellectual property infringement to which we are subject;*
- *any difficulties we may encounter as a result of our reliance on third-parties that we do not control for their representations regarding product compliance with various laws and regulations;*

- *any difficulties we may encounter as a result of our evolving business practices, including the expansion of our products and service offerings, our continuing expansion into international markets, our changing approach to holding inventory, content creation, and sales through our various websites and brands;*
- *any problems associated with our lack of visibility into, and our lack of influence over, our equity method investments, including our reliance on third-parties to timely and accurately report material events to us;*
- *any inability of Pelion Venture Partners to successfully manage the Medici Ventures, L.P. fund, in which we are the limited partner, or any other entity in which we also have a direct minority interest; and*
- *the other risks described in this report or in our other public filings.*

*In evaluating all forward-looking statements, you should specifically consider the risks outlined above and in this report and our Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on February 23, 2024, in our Form 10-Q for the quarter ended March 31, 2024, filed with the SEC on May 8, 2024, especially under the headings "Special Cautionary Note Regarding Forward-Looking Statements," "Risk Factors," "Legal Proceedings," and "Management's Discussion and Analysis of Financial Condition and Results of Operations." These factors may cause our actual results and outcomes to differ materially from those contemplated by any forward-looking statement. Although we believe that our expectations reflected in the forward-looking statements are reasonable, we cannot guarantee or offer any assurance of future results, levels of activity, performance or achievements or other future events. Our forward-looking statements contained in this report speak only as of the date of this report and, except as required by law, we undertake no obligation to update forward-looking statements to reflect events or circumstances occurring after the date of this report or any changes in our expectations or any change in any events, conditions or circumstances on which any of our forward-looking statements are based.*

## PART I. FINANCIAL INFORMATION

### ITEM 1. FINANCIAL STATEMENTS (UNAUDITED)

**Beyond, Inc.**
**Consolidated Balance Sheets (Unaudited)**
**(in thousands, except per share data)**

| | June 30, 2024 | December 31, 2023 |
|---|---|---|
| **Assets** | | |
| Current assets: | | |
| Cash and cash equivalents | $ 186,174 | $ 302,605 |
| Restricted cash | 168 | 144 |
| Accounts receivable, net of allowance for credit losses of $1,414 and $1,298 | 18,694 | 19,420 |
| Inventories | 12,099 | 13,040 |
| Prepaids and other current assets | 15,071 | 14,864 |
| Total current assets | 232,206 | 350,073 |
| Property and equipment, net | 27,864 | 27,577 |
| Intangible assets, net | 30,918 | 25,254 |
| Goodwill | 6,160 | 6,160 |
| Equity securities, including securities measured at fair value of $32,328 and $41,046 | 129,667 | 155,873 |
| Operating lease right-of-use assets | 2,950 | 3,468 |
| Other long-term assets, net | 12,551 | 12,951 |
| Property and equipment, net held for sale | 54,466 | 54,462 |
| Total assets | $ 496,782 | $ 635,818 |
| **Liabilities and Stockholders' Equity** | | |
| Current liabilities: | | |
| Accounts payable | $ 91,210 | $ 106,070 |
| Accrued liabilities | 61,306 | 73,682 |
| Unearned revenue | 47,806 | 49,597 |
| Operating lease liabilities, current | 2,723 | 2,814 |
| Current debt, net held for sale | — | 232 |
| Total current liabilities | 203,045 | 232,395 |
| Operating lease liabilities, non-current | 425 | 940 |
| Other long-term liabilities | 8,738 | 9,107 |
| Long-term debt, net held for sale | 34,220 | 34,244 |
| Total liabilities | 246,428 | 276,686 |
| Commitments and contingencies (Note 10) | | |

*Continued on the following page*

**See accompanying notes to unaudited consolidated financial statements.**

**Beyond, Inc.**
**Consolidated Balance Sheets (Unaudited)**
**(in thousands, except per share data)**

| | June 30, 2024 | December 31, 2023 |
|---|---|---|
| Stockholders' equity: | | |
| Preferred stock, $0.0001 par value, authorized shares - 5,000, issued and outstanding - none | — | — |
| Common stock, $0.0001 par value, authorized shares - 100,000 | | |
| Issued shares - 52,230 and 51,770 | | |
| Outstanding shares - 45,750 and 45,414 | 5 | 5 |
| Additional paid-in capital | 1,018,619 | 1,007,649 |
| Accumulated deficit | (598,177) | (481,671) |
| Accumulated other comprehensive loss | (498) | (506) |
| Treasury stock at cost - 6,480 and 6,356 | (169,595) | (166,345) |
| Total stockholders' equity | 250,354 | 359,132 |
| Total liabilities and stockholders' equity | $ 496,782 | $ 635,818 |

**See accompanying notes to unaudited consolidated financial statements.**

**Beyond, Inc.**
**Consolidated Statements of Operations (Unaudited)**
**(in thousands, except per share data)**

| | Three months ended June 30, | | Six months ended June 30, | |
|---|---|---|---|---|
| | **2024** | **2023** | **2024** | **2023** |
| Net revenue | $ 398,104 | $ 422,211 | $ 780,385 | $ 803,351 |
| Cost of goods sold | 317,936 | 314,642 | 625,858 | 594,098 |
| Gross profit | 80,168 | 107,569 | 154,527 | 209,253 |
| Operating expenses | | | | |
| Sales and marketing | 66,290 | 49,242 | 134,196 | 96,290 |
| Technology | 27,342 | 27,706 | 56,923 | 58,252 |
| General and administrative | 18,531 | 21,673 | 38,985 | 42,156 |
| Customer service and merchant fees | 15,006 | 13,197 | 28,949 | 25,168 |
| Total operating expenses | 127,169 | 111,818 | 259,053 | 221,866 |
| Operating loss | (47,001) | (4,249) | (104,526) | (12,613) |
| Interest income, net | 2,309 | 3,059 | 5,026 | 5,618 |
| Other income (expense), net | 2,231 | (80,673) | (16,560) | (88,062) |
| Loss before income taxes | (42,461) | (81,863) | (116,060) | (95,057) |
| Provision (benefit) for income taxes | 117 | (8,370) | 446 | (11,257) |
| Net loss | $ (42,578) | $ (73,493) | $ (116,506) | $ (83,800) |
| Net loss per share of common stock: | | | | |
| Basic | $ (0.93) | $ (1.63) | $ (2.55) | $ (1.86) |
| Diluted | $ (0.93) | $ (1.63) | $ (2.55) | $ (1.86) |
| Weighted average shares of common stock outstanding: | | | | |
| Basic | 45,742 | 45,200 | 45,665 | 45,134 |
| Diluted | 45,742 | 45,200 | 45,665 | 45,134 |

**See accompanying notes to unaudited consolidated financial statements.**

**Beyond, Inc.**
**Consolidated Statements of Comprehensive Loss (Unaudited)**
**(in thousands)**

| | Three months ended June 30, | | Six months ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| Net loss | $ (42,578) | $ (73,493) | $ (116,506) | $ (83,800) |
| Other comprehensive income | | | | |
| Unrealized gain on cash flow hedges, net of expense for taxes of $0, $0, $0, and $0 | 4 | 4 | 8 | 8 |
| Other comprehensive income | 4 | 4 | 8 | 8 |
| Comprehensive loss | $ (42,574) | $ (73,489) | $ (116,498) | $ (83,792) |

**See accompanying notes to unaudited consolidated financial statements.**

**Beyond, Inc.**
**Consolidated Statements of Changes in Stockholders' Equity (Unaudited)**
**(in thousands)**

| | Three months ended June 30, | | Six months ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| **Equity attributable to stockholders of Beyond, Inc.** | | | | |
| Shares of common stock issued | | | | |
| Balance at beginning of period | 52,210 | 51,438 | 51,770 | 51,102 |
| Common stock issued upon vesting of restricted stock | 20 | 17 | 404 | 285 |
| Common stock issued for ESPP purchases | — | — | 56 | 68 |
| Balance at end of period | 52,230 | 51,455 | 52,230 | 51,455 |
| Shares of treasury stock | | | | |
| Balance at beginning of period | 6,477 | 6,247 | 6,356 | 6,151 |
| Tax withholding upon vesting of employee stock awards | 3 | 6 | 124 | 102 |
| Balance at end of period | 6,480 | 6,253 | 6,480 | 6,253 |
| Total shares of common stock outstanding | 45,750 | 45,202 | 45,750 | 45,202 |
| Common stock | $ 5 | $ 5 | $ 5 | $ 5 |
| | | | | |
| Preferred stock | $ — | $ — | $ — | $ — |
| | | | | |
| Additional paid-in capital | | | | |
| Balance at beginning of period | $ 1,013,360 | $ 989,634 | $ 1,007,649 | $ 982,718 |
| Stock-based compensation to employees and directors | 5,259 | 6,270 | 10,035 | 12,065 |
| Common stock issued for ESPP purchases | — | — | 935 | 1,121 |
| Balance at end of period | $ 1,018,619 | $ 995,904 | $ 1,018,619 | $ 995,904 |
| Accumulated deficit | | | | |
| Balance at beginning of period | $ (555,599) | $ (184,136) | $ (481,671) | $ (173,829) |
| Net loss | (42,578) | (73,493) | (116,506) | (83,800) |
| Balance at end of period | $ (598,177) | $ (257,629) | $ (598,177) | $ (257,629) |
| Accumulated other comprehensive loss | | | | |
| Balance at beginning of period | $ (502) | $ (518) | $ (506) | $ (522) |
| Net other comprehensive income | 4 | 4 | 8 | 8 |
| Balance at end of period | $ (498) | $ (514) | $ (498) | $ (514) |
| Treasury stock | | | | |
| Balance at beginning of period | $ (169,517) | $ (164,480) | $ (166,345) | $ (162,546) |
| Tax withholding upon vesting of employee stock awards | (78) | (120) | (3,250) | (2,054) |
| Balance at end of period | $ (169,595) | $ (164,600) | $ (169,595) | $ (164,600) |
| **Total stockholders' equity** | $ 250,354 | $ 573,166 | $ 250,354 | $ 573,166 |

**See accompanying notes to unaudited consolidated financial statements.**

**Beyond, Inc.**
**Consolidated Statements of Cash Flows (Unaudited)**
**(in thousands)**

| | Six months ended June 30, | |
|---|---|---|
| | **2024** | **2023** |
| **Cash flows from operating activities:** | | |
| Net loss | $ (116,506) | $ (83,800) |
| Adjustments to reconcile net loss to net cash (used in) provided by operating activities: | | |
| Depreciation and amortization | 8,355 | 10,501 |
| Non-cash operating lease cost | 1,491 | 2,554 |
| Stock-based compensation to employees and directors | 10,035 | 12,065 |
| (Increase) decrease in deferred income taxes, net | 175 | (11,502) |
| Gain on sale of intangible assets | (10,250) | — |
| Loss from equity method securities | 26,206 | 87,820 |
| Other non-cash adjustments | (260) | (186) |
| Changes in operating assets and liabilities: | | |
| Accounts receivable, net | 726 | (1,429) |
| Inventories | 941 | 213 |
| Prepaids and other current assets | (182) | (907) |
| Other long-term assets, net | 132 | (1,537) |
| Accounts payable | (14,897) | 11,992 |
| Accrued liabilities | (12,537) | (3,369) |
| Unearned revenue | (1,791) | (1,101) |
| Operating lease liabilities | (1,575) | (2,779) |
| Other long-term liabilities | (565) | 237 |
| Net cash (used in) provided by operating activities | (110,502) | 18,772 |
| **Cash flows from investing activities:** | | |
| Proceeds from the sale of intangible assets | 10,250 | — |
| Expenditures for property and equipment | (7,951) | (12,048) |
| Purchase of intangible assets | (6,160) | (22,832) |
| Disbursement for notes receivable | — | (10,000) |
| Other investing activities, net | 553 | 445 |
| Net cash used in investing activities | (3,308) | (44,435) |
| **Cash flows from financing activities:** | | |
| Payments of taxes withheld upon vesting of employee stock awards | (3,250) | (2,054) |
| Other financing activities, net | 653 | (664) |
| Net cash used in financing activities | (2,597) | (2,718) |
| Net decrease in cash, cash equivalents, and restricted cash | (116,407) | (28,381) |
| Cash, cash equivalents, and restricted cash, beginning of period | 302,749 | 371,457 |
| Cash, cash equivalents, and restricted cash, end of period | $ 186,342 | $ 343,076 |

**See accompanying notes to unaudited consolidated financial statements.**

**Beyond, Inc.**
**Notes to Unaudited Consolidated Financial Statements**

## 1. DESCRIPTION OF BUSINESS

Beyond, Inc. is an ecommerce expert with a singular focus: connecting consumers with products and services that unlock their families' and homes' potential. As the owner of Bed Bath & Beyond, Overstock, Zulily, and other related brands and associated intellectual property, our suite of online shopping brands features millions of products for various life stages that millions of customers visit each month.

As used herein, "Beyond," "the Company," "we," "our" and similar terms include Beyond, Inc. and its controlled subsidiaries, unless the context indicates otherwise.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

*Basis of presentation*

We have prepared the accompanying unaudited consolidated financial statements pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC") regarding interim financial reporting. Accordingly, certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States ("GAAP") have been omitted in accordance with the rules and regulations of the SEC. These financial statements should be read in conjunction with our audited annual consolidated financial statements and related notes included in our Annual Report on Form 10-K for the year ended December 31, 2023. There have been no significant changes to our significant accounting policies disclosed in Note 2—Accounting Policies and Supplemental Disclosures, included in Part II, Item 8, Financial Statements and Supplementary Data, of our Annual Report on Form 10-K for the year ended December 31, 2023, except as disclosed below.

The accompanying unaudited consolidated financial statements include our accounts and the accounts of our wholly-owned subsidiaries and reflect all adjustments, consisting only of normal recurring adjustments, which are, in our opinion, necessary for a fair presentation of results for the interim periods presented. All intercompany account balances and transactions have been eliminated in consolidation. The results of operations for the three and six months ended June 30, 2024, are not necessarily indicative of the results to be expected for any future period or the full fiscal year, due to seasonality and other factors.

*Use of estimates*

The preparation of financial statements in conformity with GAAP requires estimates and assumptions that affect the reported amounts of assets and liabilities, revenues and expenses, and related disclosures of contingent liabilities in our consolidated financial statements and accompanying notes. Estimates are used for, but not limited to, receivables valuation, revenue recognition, loyalty program reward point and gift card breakage, sales returns, inventory valuation, asset useful lives, equity and debt securities valuation, income taxes, stock-based compensation, performance-based compensation, self-funded health insurance liabilities, and contingencies. Although these estimates are based on our best knowledge of current events and actions that we may undertake in the future, our accounting of these estimates may change from period to period. To the extent there are differences between these estimates and actual results, our consolidated financial statements may be materially affected.

*Change in presentation in the income statement*

In the first quarter of fiscal 2024, the Company changed the presentation for merchant fees associated with customer payments made by credit cards and other payment methods and customer service costs. Under the new presentation, the Company includes such expenses in a separate line in operating expenses labeled, "Customer service and merchant fees", whereas previously, these expenses were included in Cost of goods sold.

The Company concluded that such a change in presentation is preferable in the circumstances because the treatment of these costs as operating expenses is aligned with the changes in business and strategy. The change will also provide greater transparency in the Company's external disclosures and related communications with the market.

This change in accounting policy has been applied retrospectively, and the unaudited consolidated statements of operations reflect the effect of this accounting principle change for all periods presented. This change in presentation had no impact on Loss before income taxes, Net loss, or Net loss per share of common stock basic or diluted. The consolidated balance sheets, consolidated statements of comprehensive loss, consolidated statements of changes in stockholders' equity, and consolidated statements of cash flows were not impacted by this accounting policy change.

The change in presentation to the Company's unaudited consolidated statements of operations were as follows (in thousands):

| | Three months ended June 30, 2023 | | | Six months ended June 30, 2023 | | |
|---|---|---|---|---|---|---|
| | Previously reported | Effect of change | As adjusted | Previously reported | Effect of change | As adjusted |
| Cost of goods sold | $ 327,839 | $ (13,197) | $ 314,642 | $ 619,266 | $ (25,168) | $ 594,098 |
| Gross profit | 94,372 | 13,197 | 107,569 | 184,085 | 25,168 | 209,253 |
| Customer service and merchant fees | — | 13,197 | 13,197 | — | 25,168 | 25,168 |

*Recently issued accounting standards*

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*, which requires public entities to disclose information about their reportable segments' significant expenses and other segment items on an interim and annual basis. For public entities, ASU 2023-07 is required to be adopted for annual periods beginning after December 15, 2023, and for interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. The Company is currently evaluating the impact of the adoption of this ASU on our consolidated financial statements and related disclosures. This ASU will likely result in us including the additional required disclosures when adopted.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures,* which requires public entities to disclose disaggregated information about a reporting entity's effective tax rate reconciliation as well as additional information on income taxes paid. For public entities, ASU 2023-09 is required to be adopted for annual periods beginning after December 15, 2024, with early adoption permitted. The Company is currently evaluating the impact of the adoption of this ASU on our consolidated financial statements and related disclosures. This ASU will likely result in us including the additional required disclosures when adopted.

**3. FAIR VALUE MEASUREMENT**

The following tables summarize our assets and liabilities measured at fair value on a recurring basis using the following levels of inputs (in thousands):

| | Fair Value Measurements at June 30, 2024 | | | |
|---|---|---|---|---|
| | **Total** | **Level 1** | **Level 2** | **Level 3** |
| Assets: | | | | |
| Cash equivalents—Money market funds | $ 146,760 | $ 146,760 | $ — | $ — |
| Equity securities, at fair value | 32,328 | — | — | 32,328 |
| Available-for-sale debt securities (1) | 10,733 | — | — | 10,733 |
| Trading securities held in a "rabbi trust" (1) | 1 | 1 | — | — |
| Total assets | $ 189,822 | $ 146,761 | $ — | $ 43,061 |
| Liabilities: | | | | |
| Deferred compensation accrual "rabbi trust" (2) | $ 535 | $ 535 | $ — | $ — |
| Total liabilities | $ 535 | $ 535 | $ — | $ — |

| | Fair Value Measurements at December 31, 2023 | | | |
|---|---|---|---|---|
| | **Total** | **Level 1** | **Level 2** | **Level 3** |
| Assets: | | | | |
| Cash equivalents—Money market funds | $ 246,425 | $ 246,425 | $ — | $ — |
| Equity securities, at fair value | 41,046 | — | — | 41,046 |
| Available-for-sale debt securities (1) | 10,484 | — | — | 10,484 |
| Trading securities held in a "rabbi trust" (1) | 496 | 496 | — | — |
| Total assets | $ 298,451 | $ 246,921 | $ — | $ 51,530 |
| Liabilities: | | | | |
| Deferred compensation accrual "rabbi trust" (2) | $ 513 | $ 513 | $ — | $ — |
| Total liabilities | $ 513 | $ 513 | $ — | $ — |

(1) Included in Prepaids and other current assets and Other long-term assets, net in the consolidated balance sheets.
(2) Included in Accrued liabilities in the consolidated balance sheets.

The following table provides activity for our Level 3 investments (in thousands):

| | **Amount** |
|---|---|
| Level 3 investments at December 31, 2022 | $ 82,787 |
| Increase due to purchases of Level 3 investments | 10,000 |
| Decrease in fair value of Level 3 investments | (41,741) |
| Accrued interest on Level 3 investments | 484 |
| Level 3 investments at December 31, 2023 | 51,530 |
| Decrease in fair value of Level 3 investments | (8,718) |
| Accrued interest on Level 3 investments | 249 |
| Level 3 investments at June 30, 2024 | $ 43,061 |

## 4. ASSETS HELD FOR SALE

In December 2023, the Company committed to a plan to sell its corporate headquarters and associated building loan on the corporate headquarters (the disposal group). Management has selected a broker to actively market and sell its corporate headquarters. The corporate headquarters and related assets and liabilities met the criteria to be classified as held for sale as of June 30, 2024 and December 31, 2023 and are presented separately on our consolidated balance sheets. As of June 30, 2024, the corporate headquarters is being actively marketed to sell and is expected to sell within one year.

## 5. PROPERTY AND EQUIPMENT, NET

Property and equipment, net (excluding assets held for sale) consist of the following (in thousands):

| | June 30, 2024 | December 31, 2023 |
|---|---|---|
| Computer hardware and software, including internal-use software and website development | $ 256,950 | $ 249,208 |
| Furniture and equipment | 10,864 | 10,919 |
| Leasehold improvements | 1,765 | 1,795 |
| | 269,579 | 261,922 |
| Less: accumulated depreciation | (241,715) | (234,345) |
| Total property and equipment, net | $ 27,864 | $ 27,577 |

Capitalized costs associated with internal-use software and website development, both developed internally and acquired externally, and depreciation of costs for the same periods associated with internal-use software and website development consist of the following (in thousands):

| | Three months ended June 30, | | Six months ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| Capitalized internal-use software and website development | $ 4,576 | $ 4,234 | $ 7,960 | $ 6,281 |
| Depreciation of internal-use software and website development | 2,066 | 1,645 | 4,016 | 4,715 |

Depreciation expense is classified within the corresponding operating expense categories on our consolidated statements of operations as follows (in thousands):

| | Three months ended June 30, | | Six months ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| Cost of goods sold | $ 98 | $ 206 | $ 196 | $ 440 |
| Technology | 3,930 | 3,286 | 7,447 | 7,990 |
| General and administrative | 103 | 1,021 | 211 | 2,063 |
| Total depreciation | $ 4,131 | $ 4,513 | $ 7,854 | $ 10,493 |

## 6. INTANGIBLE ASSETS, NET

On March 6, 2024, we entered into an Intellectual Property Asset Purchase Agreement with Zulily ABC, LLC ("Zulily") to acquire certain intellectual property related to the Zulily brand. The aggregate purchase price, inclusive of direct acquisition-related expenses totaled $4.9 million which has been allocated to two major asset categories consisting of $4.1 million, for trade names with an indefinite useful life and $716,000 for customer lists with an estimated useful life of five years.

On March 31, 2024, we entered into an Asset Purchase Agreement with Indo Count Global, Inc. to sell certain intellectual property related to the Wamsutta brand which was acquired as part of our purchase of the Bed Bath & Beyond brand in June 2023, for a total sales price of $10.3 million in cash plus the assumption of certain liabilities. On April 18, 2024, we closed the transaction and received the $10.3 million cash proceeds. For the three and six months ended June 30, 2024, we recognized the entire $10.3 million as a gain on the sale which is included in Other income (expense), net in our consolidated statements of operations.

Intangible assets, net consist of the following (in thousands):

| | June 30, 2024 | December 31, 2023 |
|---|---|---|
| Intangible assets subject to amortization, gross (1) | $ 6,148 | $ 5,331 |
| Less: accumulated amortization of intangible assets | (2,615) | (2,114) |
| Intangible assets subject to amortization, net | 3,533 | 3,217 |
| Intangible assets not subject to amortization | 27,385 | 22,037 |
| Total intangible assets, net | $ 30,918 | $ 25,254 |

(1) At June 30, 2024, the weighted average remaining useful life for intangible assets subject to amortization, gross was 4.1 years.

## 7. EQUITY SECURITIES

Equity securities consist of the following (in thousands):

| | June 30, 2024 | December 31, 2023 |
|---|---|---|
| Equity securities accounted for under the equity method under ASC 323 | $ 97,339 | $ 114,827 |
| Equity securities accounted for under the equity method under the fair value option | 32,328 | 41,046 |
| Total equity securities | $ 129,667 | $ 155,873 |

Our equity securities accounted for under the equity method under ASC 323 include equity securities in which we can exercise significant influence, but not control, over these entities through holding more than a 20% voting interest in the entity.

The following table includes our equity securities accounted for under the equity method (ASC 323) and related ownership interest as of June 30, 2024:

| | Ownership interest |
|---|---|
| Medici Ventures, L.P. | 99% |
| tZERO Group, Inc. | 28% |
| SpeedRoute, LLC | 49% |

The carrying amount of our equity method securities was $129.7 million at June 30, 2024, which is included in Equity securities on our consolidated balance sheets, of which $32.3 million was valued under the fair value option (tZERO and SpeedRoute). For our investments in Medici Ventures, L.P., tZERO, and SpeedRoute there was no difference in the carrying amount of the assets and liabilities and our maximum exposure to loss, and there was no difference between the carrying amount of our investment in Medici Ventures, L.P., and the amount of underlying equity we have in the entity's net assets.

The following table summarizes the net loss recognized on equity method securities recorded in Other income (expense), net in our consolidated statements of operations (in thousands):

| | Three months ended June 30, | | Six months ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| Net loss recognized on our proportionate share of the net assets of our equity method securities | $ (7,754) | $ (36,237) | $ (17,488) | $ (43,418) |
| Decrease in fair value of equity method securities held under fair value option | — | (44,402) | (8,718) | (44,402) |

*Regulation S-X Rule 10-01(b)(1)*

In accordance with Rule 10-01(b)(1) of Regulation S-X, which applies to interim reports on Form 10-Q, the Company must determine if its equity method investees are considered "significant subsidiaries". Summarized income statement information of an equity method investee is required in an interim report if the significance criteria are met as defined under SEC guidance. For the period ended June 30, 2024, none of our equity method investees met the significance criteria. The following is the unaudited summarized financial information for those equity method securities that met the significance criteria for the period ended June 30, 2023 (in thousands):

| | Three months ended June 30, 2023 | Six months ended June 30, 2023 |
|---|---|---|
| **Results of Operations** | | |
| Revenues | $ 266 | $ 764 |
| Pre-tax loss | (3,088) | (8,295) |
| Net loss | (3,111) | (8,435) |

## 8. BORROWINGS

In March 2020, we entered into two loan agreements. The loan agreements provide a $34.5 million Senior Note, carrying interest at an annual rate of 4.242%, and a $13.0 million Mezzanine Note, carrying interest at an annual rate of 5.002%. The loans carry a blended annual interest rate of 4.45%. The Senior Note is for a 10-year term (stated maturity date is March 6, 2030) and requires interest only payments, with the principal amount and any then unpaid interest due and payable at the end of the 10-year term. The Mezzanine Note has a stated 10-year term, though the agreement requires principal and interest payments monthly over approximately a 46-month payment period. Our debt issuance costs and debt discount are amortized using the straight-line basis which approximates the effective interest method.

In January 2024, we repaid the entire outstanding balance under the Mezzanine Note. As of June 30, 2024, the total outstanding debt on the Senior Note was $34.2 million, net of $281,000 in capitalized debt issuance costs. Our total outstanding debt on the Senior Note is classified as held-for-sale and included in Long-term debt, net held for sale on our consolidated balance sheets. See Note 4—Assets Held for Sale for further information.

The Senior Note includes certain financial and non-financial covenants and are secured by our corporate headquarters and the related land and rank senior to stockholders. The financial covenants require that Beyond maintain a net worth in excess of $15.0 million and minimum liquid assets of $1.0 million for the remainder of the term that the Senior Note is outstanding. We are in compliance with our debt covenants and continue to monitor our ongoing compliance with our debt covenants.

## 9. LEASES

We have operating leases for a warehouse, office space, and data centers. Our leases have remaining lease terms of one year to three years, some of which may include options to extend the leases perpetually, and some of which may include options to terminate the leases within one year. Variable lease costs include executory costs, such as taxes, insurance, and maintenance.

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

| | Three months ended June 30, | | Six months ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| Operating lease cost | $ 677 | $ 1,492 | $ 1,559 | $ 2,898 |
| Variable lease cost | 163 | 383 | 431 | 747 |

The following table provides a summary of other information related to leases (in thousands):

| | Six months ended June 30, | |
|---|---|---|
| | 2024 | 2023 |
| Cash payments included in operating cash flows from lease arrangements | $ 1,657 | $ 3,023 |

The following table provides supplemental balance sheet information related to leases:

| | June 30, 2024 | December 31, 2023 |
|---|---|---|
| Weighted-average remaining lease term—operating leases | 1.25 years | 1.57 years |
| Weighted-average discount rate—operating leases | 5 % | 7 % |

Maturity of lease liabilities under our non-cancellable operating leases as of June 30, 2024, are as follows (in thousands):

| Payments due by period | Amount |
|---|---|
| 2024 (Remainder) | $ 1,448 |
| 2025 | 1,540 |
| 2026 | 250 |
| 2027 | 83 |
| Total lease payments | 3,321 |
| Less interest | 173 |
| Present value of lease liabilities | $ 3,148 |

## 10. COMMITMENTS AND CONTINGENCIES

*Legal proceedings and contingencies*

From time to time, we are involved in litigation concerning consumer protection, employment, intellectual property, claims under the securities laws, and other commercial matters related to the conduct and operation of our business and the sale of products on our websites. In connection with such litigation, we have been in the past and we may be in the future subject to significant damages. In some instances, other parties may have contractual indemnification obligations to us. However, such contractual obligations may prove unenforceable or non-collectible, and if we cannot enforce or collect on indemnification obligations, we may bear the full responsibility for damages, fees, and costs resulting from such litigation. We may also be subject to penalties and equitable remedies that could force us to alter important business practices. Such litigation could be costly and time consuming and could divert or distract our management and key personnel from our business operations. Due to the uncertainty of litigation and depending on the amount and the timing, an unfavorable resolution of some or all of such matters could materially affect our business, results of operations, financial position, or cash flows. The nature of the loss contingencies relating to claims that have been asserted against us are described below.

As previously disclosed, in October 2019, we received a subpoena from the SEC requiring us to produce documents and other information related to the Series A-1 Preferred stock dividend we announced to stockholders in June 2019 and requesting copies of trading plans ("10b5-1 plans") intended to comply with Rule 10b5-1 of the Securities and Exchange Act of 1934, as amended (the "Exchange Act") entered into by certain officers and directors. In December 2019, we received a subpoena from the SEC requesting our insider trading policies and certain employment and consulting agreements. We also received requests from the SEC for our communications with our former Chief Executive Officer and Director, Patrick Byrne, and the matters referenced in the December 2019 subpoenas. In January 2021, we received a subpoena from the SEC requesting information regarding our retail guidance in 2019 and certain communications with current and former executives, board members, and investors. We have continued to receive requests from the SEC related to the matters referenced in the December 2019 subpoenas. We continue to cooperate with the SEC on these matters.

On September 27, 2019, a purported securities class action lawsuit was filed against us and our former Chief Executive Officer and former Chief Financial Officer in the United States District Court of Utah, alleging violations under Section 10(b), Rule 10b-5, Section 20(a), and Section 20A of the Exchange Act. On October 8, 2019, October 17, 2019, October 31, 2019, and November 20, 2019, four similar lawsuits were filed in the same court also naming us and the above referenced former executives as defendants, bringing similar claims under the Exchange Act, and seeking similar relief. These cases were consolidated into a single lawsuit in December 2019. The Court appointed The Mangrove Partners Master Fund Ltd. as lead plaintiff in January 2020. In March 2020, an amended consolidated complaint was filed against us, our former Overstock President (now current President of Beyond, Inc.), our former Chief Executive Officer, and our former Chief Financial Officer. We filed a motion to dismiss and, on September 28, 2020, the court granted our motion and entered judgment in our favor. The plaintiffs filed a motion to amend their complaint on October 23, 2020. The United States District Court of Utah granted the plaintiffs' motion to amend their complaint on January 6, 2021. The plaintiffs filed their amended complaint on January 11, 2021. We filed a motion to dismiss plaintiffs' amended complaint, and on September 20, 2021, the court granted our motion and entered judgment in our favor. On October 18, 2021, the plaintiffs filed a Notice of Appeal, appealing the ruling of the district court to the United States Court of Appeals for the Tenth Circuit. We are awaiting a ruling from the Tenth Circuit that heard oral argument on the appeal on February 9, 2023. No estimates of the possible losses or range of losses can be made at this time. We intend to continue to vigorously defend this consolidated action.

On November 22, 2019, a shareholder derivative suit was filed against us and certain past and present directors and officers of ours in the United States District Court for the District of Delaware, with allegations that include: (i) breach of fiduciary duties, (ii) unjust enrichment, (iii) insider selling and misappropriation of the Company's information, and (iv) contribution under Sections 10(b) and 21D of the Exchange Act. On December 17, 2019, a similar lawsuit was filed in the same court, naming the same defendants, bringing similar claims, and seeking similar relief. These cases were consolidated into a single lawsuit in January 2020. In March 2020, the court entered a stay on litigation, pending the outcome of the securities class action motion to dismiss. The case remains stayed pending the outcome of the plaintiffs' appeal to the Tenth Circuit in the securities class action mentioned above. No estimates of the possible losses or range of losses can be made at this time. We intend to vigorously defend these actions.

We establish liabilities when a particular contingency is probable and estimable which are included in Accrued liabilities on our consolidated balance sheets. At June 30, 2024 and December 31, 2023, our established liabilities were not material.

**11. INDEMNIFICATIONS AND GUARANTEES**

During our normal course of business, we have made certain indemnities, commitments, and guarantees under which we may be required to make payments in relation to certain transactions. These indemnities include, but are not limited to, indemnities we entered into in favor of Loan Core Capital Funding Corporation LLC under our building loan agreements, various lessors in connection with facility leases for certain claims arising from such facility or lease, the environmental indemnity we entered into in favor of the lenders under our prior loan agreements, customary indemnification arrangements in underwriting agreements and similar agreements, and indemnities to our directors and officers to the maximum extent permitted under the laws of the State of Delaware. The duration of these indemnities, commitments, and guarantees varies, and in certain cases, is indefinite. In addition, the majority of these indemnities, commitments, and guarantees do not provide for any limitation of the maximum potential future payments we could be obligated to make. As such, we are unable to estimate with any reasonableness our potential exposure under these items. We have not recorded any liability for these indemnities, commitments, and guarantees in the accompanying consolidated balance sheets. We do, however, accrue losses for any known contingent liability, including those that may arise from indemnification provisions, when future payment is both probable and reasonably estimable.

## 12. STOCKHOLDERS' EQUITY

*Common Stock*

Each share of common stock has the right to one vote. The holders of common stock are also entitled to receive dividends declared by the Board of Directors out of funds legally available, subject to prior rights of holders of all classes of stock outstanding having priority rights as to dividends.

*JonesTrading Sales Agreement*

We entered into a Capital on Demand™ Sales Agreement (the "Sales Agreement") dated June 10, 2024 with JonesTrading Institutional Services LLC ("JonesTrading"), under which we may conduct "at the market" public offerings of our common stock. Under the Sales Agreement, JonesTrading, acting as our sales agent or principal, may offer our common stock in the market on a daily basis or otherwise as we request from time to time. We have no obligation to sell shares under the Sales Agreement, but we may do so from time to time. For the three and six months ended June 30, 2024, we did not sell any shares of our common stock pursuant to the Sales Agreement. As of June 30, 2024, we had $200.0 million available under our "at the market" sales program.

*Stock Repurchase Program*

During the three and six months ended June 30, 2024 and 2023, we did not repurchase any shares of our common stock under our stock repurchase program. As of June 30, 2024, we had $69.9 million available for future share repurchases under our current repurchase authorization through December 31, 2025.

## 13. STOCK-BASED AWARDS

We have equity incentive and compensatory plans that provide for the grant of stock-based awards, including restricted stock and performance shares to employees and board members and provide employees the ability to purchase shares of our common stock through an employee stock purchase plan. Employee accounting applies to equity incentives and compensation granted by the Company to its own employees. When an award is forfeited prior to the vesting date, we recognize an adjustment for the previously recognized expense in the period of the forfeiture.

Stock-based compensation expense is classified within the corresponding operating expense categories on our consolidated statements of operations as follows (in thousands):

| | Three months ended June 30, | | Six months ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| Cost of goods sold | $ 3 | $ 11 | $ 3 | $ 30 |
| Sales and marketing | 273 | 238 | 495 | 428 |
| Technology | 2,028 | 2,609 | 4,008 | 5,031 |
| General and administrative | 2,955 | 3,412 | 5,529 | 6,576 |
| Total stock-based compensation | $ 5,259 | $ 6,270 | $ 10,035 | $ 12,065 |

*Beyond restricted stock unit awards*

The Beyond, Inc. Amended and Restated 2005 Equity Incentive Plan provides for the grant of restricted stock units and other types of equity awards to employees and directors of the Company. The Compensation Committee of the Board of Directors approves grants of restricted stock unit awards to our officers, board members and employees. These restricted stock unit awards generally vest over three years at 33.3% at the end of the first year, 33.3% at the end of the second year and 33.4% at the end of the third year, subject to the recipient's continuing service to us. During the first quarter of fiscal 2024, we changed our vesting schedule for newly granted restricted stock units from three years to four years. These restricted stock unit awards will vest at 25% each year. For the six months ended June 30, 2024, we granted 256,064 restricted stock awards with a cumulative grant date fair value of $7.7 million under the new vesting schedule.

The cost of restricted stock units is determined using the fair value of our common stock on the date of the grant and compensation expense is either recognized on a straight-line basis over the vesting schedule or on an accelerated schedule when vesting of restricted stock awards exceeds a straight-line basis. The cumulative amount of compensation expense recognized at any point in time is at least equal to the portion of the grant date fair value of the award that is vested at that date.

*Performance Shares*

During the six months ended June 30, 2024, we granted 1,472,500 performance-based shares ("PSUs") to our executive management team. A portion of each grant of PSUs (25%) is eligible to vest based on our net revenue performance and the remaining portion (75%) is eligible to vest based on our stock price performance. The PSUs tied to stock price performance will be eligible to vest in three installments upon the achievement of three separate stock price hurdles during the three-year period following the grant date, with 33% of the PSUs earned if the average per-share closing price of our common stock over any 20 consecutive trading day period equals or exceeds $40.00 per share (but in no event prior to the first anniversary of the grant date), 33% of the PSUs earned if the average per-share closing price of our common stock over any 20 consecutive trading day period equals or exceeds $50.00 per share (but in no event prior to the second anniversary of the grant date), and 34% of the PSUs earned if the average per share closing price of our common stock over any 20 consecutive trading day period equals or exceeds $60.00 per share (but in no event prior to the third anniversary of the grant date), in each case subject to the recipient’s continued service through the vesting date. If a stock price hurdle is not achieved during the three years following the grant date, the portion of the award tied to such stock price hurdle will be forfeited.

The PSUs tied to net revenue performance will vest based on our net revenue over three years, with one-third of the PSUs eligible to vest on each of the first, second, and third anniversaries of the grant date, subject to the recipient’s continued service through the vesting date. To be eligible to vest in any tranche of the PSUs tied to net revenue performance, we must meet the GAAP net revenue goal established for the applicable year.

For the portion of the PSUs that vest based on our net revenue performance, we recognize expense as compensation cost, the fair value on the date of grant over the performance period, taking into account the probability that we will satisfy the performance goals. For the portion of the PSUs that vest based on stock price hurdles, which is a market condition, we use a Monte Carlo valuation model to estimate the fair value as of the date of grant and expense compensation cost over the vesting period regardless of whether the market condition is ultimately satisfied.

Stock-based compensation related to the PSUs is included in the stock-based compensation expense table above combined with the expense associated with our restricted stock units, performance share options, and ESPP. Stock-based compensation related to the PSUs was $1.8 million and $3.3 million for the three and six months ended June 30, 2024, respectively.

*Performance Share Options*

During the six months ended June 30, 2024, we granted a performance-based option to purchase 2,250,000 shares of our common stock to our Executive Chairman of the Board of Directors (the "Performance Share Option"). The Performance Share Option will be eligible to vest in three installments upon the achievement of three separate stock price hurdles during the four-year period following the grant date, with 500,000 of the shares subject to the Performance Share Option, having an exercise price of $45.00 per share, becoming vested if the average per-share closing price of our common stock over any 20 consecutive trading day period following the grant date but on or prior to the second anniversary of the grant date equals or exceeds $45.00 per share (but in no event will this tranche vest prior to the first anniversary of the grant date); 750,000 of the shares subject to the Performance Share Option, having an exercise price of $50.00 per share, becoming vested if the average per-share closing price of our common stock over any 20 consecutive trading day period following the grant date but on or prior to the third anniversary of the grant date equals or exceeds $50.00 per share (but in no event will this tranche vest prior to the second anniversary of the grant date); and 1,000,000 of the shares subject to the Performance Share Option, having an exercise price of $60.00 per share, becoming vested if the average per-share closing price of our common stock over any 20 consecutive trading day period following the grant date but on or prior to the fourth anniversary of the grant date equals or exceeds $60.00 per share (but in no event will this tranche vest prior to the third anniversary of the grant date), in each case subject to the Executive Chairman's continued service through the vesting date. If a stock price hurdle is not achieved during the performance period following the grant date, the portion of the award tied to such stock price hurdle will be forfeited.

The fair value of the Performance Share Option is determined using a Monte Carlo valuation model to estimate the fair value as of the date of grant and we will expense compensation cost over the vesting period regardless of whether the market condition is ultimately satisfied.

Stock-based compensation related to the Performance Share Option is included in stock-based compensation expense table above combined with the expense associated with our restricted stock units, PSUs, and ESPP. Stock-based compensation related to the performance share options was $438,000 for each of the three and six months ended June 30, 2024.

The following table summarizes restricted stock unit, PSU, and Performance Share Option award activity (in thousands, except per share data):

| | Six months ended June 30, 2024 | |
|---|---|---|
| | Units | Weighted Average Grant Date Fair Value |
| Outstanding—beginning of year | 984 | $ 29.60 |
| Granted at fair value | 3,987 | 10.81 |
| Vested | (404) | 32.91 |
| Forfeited | (458) | 22.45 |
| Outstanding—end of period | 4,109 | $ 11.84 |

*Employee Stock Purchase Plan*

Purchases under the 2021 Employee Stock Purchase Plan (the "ESPP") during the six months ended June 30, 2024 and 2023 were 56,575 shares and 68,011 shares, respectively, at an average purchase price per share of $16.53 and $16.46, respectively. At June 30, 2024, approximately 2.7 million shares of common stock remained available under the ESPP.

Stock-based compensation related to the ESPP is included in the stock-based compensation expense table above combined with the expense associated with our restricted stock units, PSUs, and performance share options. Stock-based compensation related to the ESPP was $305,000 and $515,000 for the three months ended June 30, 2024 and 2023, respectively, and $651,000 and $1.1 million for the six months ended June 30, 2024 and 2023, respectively.

**14. REVENUE AND CONTRACT LIABILITY**

*Unearned Revenue*

The following table provides information about unearned revenue from contracts with customers, including significant changes in unearned revenue balances during the periods presented (in thousands):

| | Amount |
|---|---|
| Unearned revenue at December 31, 2022 | $ 44,480 |
| Increase due to deferral of revenue at period end, net | 35,290 |
| Decrease due to beginning contract liabilities recognized as revenue | (30,173) |
| Unearned revenue at December 31, 2023 | 49,597 |
| Increase due to deferral of revenue at period end, net | 30,719 |
| Decrease due to beginning contract liabilities recognized as revenue | (32,510) |
| Unearned revenue at June 30, 2024 | $ 47,806 |

Our total unearned revenue related to outstanding loyalty program rewards was $13.6 million and $12.1 million at June 30, 2024 and December 31, 2023, respectively. Breakage income related to loyalty program rewards and gift cards is recognized in Net revenue in our consolidated statements of operations. Breakage included in revenue was $2.1 million and $1.0 million for the three months ended June 30, 2024 and 2023, respectively, and $3.4 million and $1.9 million for the six months ended June 30, 2024 and 2023, respectively. The timing of revenue recognition of these reward dollars is driven by

actual customer activities, such as redemptions and expirations. At June 30, 2024 and December 31, 2023, we had an additional $5.1 million and $5.6 million, respectively, of unearned contract revenue classified within Other long-term liabilities on our consolidated balance sheets.

*Sales returns allowance*

The following table provides additions to and deductions from the sales returns allowance, which is included in our Accrued liabilities balance in our consolidated balance sheets (in thousands):

| | Amount |
|---|---|
| Allowance for returns at December 31, 2022 | $ 10,222 |
| Additions to the allowance | 121,939 |
| Deductions from the allowance | (123,510) |
| Allowance for returns at December 31, 2023 | 8,651 |
| Additions to the allowance | 58,771 |
| Deductions from the allowance | (58,310) |
| Allowance for returns at June 30, 2024 | $ 9,112 |

## 15. NET LOSS PER SHARE

The following table sets forth the computation of basic and diluted net loss per common share for the periods indicated (in thousands, except per share data):

| | Three months ended June 30, | | Six months ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| **Numerator:** | | | | |
| Net loss attributable to common shareholders | $ (42,578) | $ (73,493) | $ (116,506) | $ (83,800) |
| | | | | |
| **Denominator:** | | | | |
| Weighted average shares of common stock outstanding—basic | 45,742 | 45,200 | 45,665 | 45,134 |
| Weighted average shares of common stock outstanding—diluted | 45,742 | 45,200 | 45,665 | 45,134 |
| | | | | |
| **Net loss per share of common stock:** | | | | |
| Basic | $ (0.93) | $ (1.63) | $ (2.55) | $ (1.86) |
| Diluted | $ (0.93) | $ (1.63) | $ (2.55) | $ (1.86) |

The following shares were excluded from the calculation of diluted shares outstanding as their effect would have been anti-dilutive (in thousands):

| | Three months ended June 30, | | Six months ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| Restricted stock units, PSUs, and Performance Share Option | 4,109 | 1,467 | 4,109 | 1,467 |
| Employee stock purchase plan | 135 | 110 | 135 | 110 |

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

*The following discussion provides information that we believe to be relevant to an understanding of our unaudited consolidated financial condition and results of operations. The statements in this section regarding industry outlook, our expectations regarding the performance of our business and any other non-historical statements are forward-looking statements. Our actual results and outcomes may differ materially from those contained in or implied by any forward-looking statements contained herein. These forward-looking statements are subject to numerous risks, uncertainties, and other important factors, including, but not limited to, those described in "Special Cautionary Note Regarding Forward Looking Statements" and in Part II, Item 1A, "Risk Factors" included in this Quarterly Report on Form 10-Q. You should read the following discussion together with our unaudited consolidated financial statements and related notes included in this Quarterly Report on Form 10-Q and with the sections entitled "Special Cautionary Note Regarding Forward-Looking Statements," Part I, Item 1A, "Risk Factors," and our consolidated financial statements and related notes included in our Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on February 23, 2024.*

### Overview

We are an ecommerce expert with a singular focus: connecting consumers with products and services that unlock their families' and homes' potential. As the owner of Bed Bath & Beyond, Overstock, Zulily, and other related brands and associated intellectual property, our suite of online shopping brands features millions of products for various life stages that millions of customers visit each month. As used herein, "Beyond," "the Company," "we," "our" and similar terms include Beyond, Inc. and our controlled subsidiaries, unless the context indicates otherwise.

Through our Bed Bath & Beyond brand, we aim to provide an extensive array of home-related products tailored specifically for our target customers—consumers who seek comprehensive support throughout their shopping journey, aspiring to discover quality, stylish products at competitive prices that align with their budget requirements. We regularly refresh our product assortment to reflect the evolving preferences of our customers and aim to stay aligned with current trends. The mission of this brand is to be a category-leading ownership of four distinct rooms of the home: the bedroom, the bathroom, the kitchen, and the patio, and our goal is for our assortment to include not only core legacy categories like bedding and kitchenware, but also adjacent categories like bedroom and outdoor furniture and rugs. Leveraging an asset-light supply chain, we offer direct shipping to customers from both our suppliers and our leased warehouse.

Bed Bath & Beyond's strategic priorities include assortment curation to elevate product quality levels and improve ease of selection, as well as the creation of specialized experiences centered around our target customers' key life events such as getting married, having a baby, sending a child to college or hosting Thanksgiving for the first time.

Through our Overstock brand, we aim to provide a wide array of quality goods at discounted prices. We aim to provide a treasure hunt-like experience for our target customers—consumers who are highly engaged and actively seeking great deals, and regularly refresh our featured deals. Our product assortment includes core legacy categories such as indoor and outdoor furniture, apparel and footwear, rugs, décor, lighting, jewelry and watches, sports and entertainment, as well as new categories including closeouts, liquidation, and factory direct, with plans to introduce additional categories in the near term.

Across both brands, we leverage our Beyond+ services platform where our customers can purchase add-on services such as warranties, shipping insurance, installation services, and gain access to home loans.

**Executive Commentary**

*This executive commentary is intended to provide investors with a view of our business through the eyes of our management. As an executive commentary, it necessarily focuses on selected aspects of our business. This executive commentary is intended as a supplement to, but not a substitute for, the more detailed discussion of our business included elsewhere herein. Investors are cautioned to read our entire "Management's Discussion and Analysis of Financial Condition and Results of Operations," our interim and audited financial statements, and the discussion of our business and risk factors and other information included elsewhere or incorporated in this report. This executive commentary includes forward-looking statements, and investors are cautioned to read "Special Cautionary Note Regarding Forward-Looking Statements."*

Revenue decreased 5.7% for the three months ended June 30, 2024, compared to the same period in 2023. This decrease was primarily due to a 13% decrease in average order value. The decrease was partially offset by an 8% increase in orders delivered. The decrease in average order value was largely driven by orders mixing into categories with lower average unit retail price. The increase in orders delivered was driven by growth in active customers, partially offset by macroeconomic factors impacting consumer sentiment and a shift in consumer spending preferences.

Gross profit decreased 25.5% for the three months ended June 30, 2024, compared to the same period in 2023, primarily due to a decrease in gross margin. Gross margin decreased to 20.1% for the three months ended June 30, 2024, compared to 25.5% for the same period in 2023, primarily due to increased promotional discounting and carrier costs.

Sales and marketing expenses as a percent of revenue increased from 11.7% for the three months ended June 30, 2023 to 16.7% for the three months ended June 30, 2024, primarily due to increased performance marketing expense and increased brand advertising.

Technology expenses totaled $27.3 million for the three months ended June 30, 2024, a $364,000 decrease compared to the three months ended June 30, 2023, primarily due to a reduction in staff-related expenses.

General and administrative expenses decreased $3.1 million for the three months ended June 30, 2024 compared to the three months ended June 30, 2023, primarily due to a reduction in staff-related and third-party expenses.

Customer service and merchant fees increased $1.8 million for the three months ended June 30, 2024 compared to the three months ended June 30, 2023, primarily due to increased outsourced labor as a result of increased order volume and increased credit card costs driven by a shift in payment mix and increased order volume.

Our consolidated cash and cash equivalents balance decreased from $302.6 million as of December 31, 2023, to $186.2 million as of June 30, 2024.

**Additional commentary related to macroeconomic trends**

We continue to monitor recent macroeconomic trends, including, but not limited to, geopolitical events, including the upcoming U.S. presidential election, higher interest rates, and inflation. These events have and may continue to negatively impact consumer confidence and consumer spending, which have and may continue to adversely affect our business and our results of operations. Due to the uncertain and constantly evolving nature and volatility created by these disruptions to global economic activities, we cannot currently predict the long-term impact of these events on our operations and financial results. As of June 30, 2024, the challenges arising from these events have not adversely affected our liquidity or capacity to service our debt, nor have these conditions required us to reduce our capital expenditures.

**Results of Operations**

**Comparisons of Three Months Ended June 30, 2024 to Three Months Ended June 30, 2023, and Six Months Ended June 30, 2024 to Six Months Ended June 30, 2023**

**Net revenue, cost of goods sold, gross profit and gross margin**

The following table summarizes our net revenue, cost of goods sold, and gross profit (in thousands):

| | Three months ended June 30, | | Six months ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| Net revenue | $ 398,104 | $ 422,211 | $ 780,385 | $ 803,351 |
| Cost of goods sold (1) | | | | |
| Product costs and other cost of goods sold | 317,936 | 314,642 | 625,858 | 594,098 |
| Gross profit (1) | $ 80,168 | $ 107,569 | $ 154,527 | $ 209,253 |
| Year-over-year percentage change | | | | |
| Net revenue | (5.7)% | | (2.9)% | |
| Gross profit (1) | (25.5)% | | (26.2)% | |
| Percent of net revenue | | | | |
| Cost of goods sold (1) | | | | |
| Product costs and other cost of goods sold | 79.9 % | 74.5 % | 80.2 % | 74.0 % |
| Gross margin | 20.1 % | 25.5 % | 19.8 % | 26.0 % |

(1) In the first quarter of fiscal 2024, we changed our presentation for merchant fees associated with customer payments made by credit cards and other payment methods and customer service costs. Under the new presentation, we include such expenses in a separate line in operating expenses labeled, "Customer service and merchant fees," whereas previously, these expenses were included in "Merchant fees, customer service, and other" as a component of Cost of goods sold. See Note 2—Summary of Significant Accounting Policies, in the Notes to Unaudited Consolidated Financial Statements included in Item 1, Part I, Financial Statements (Unaudited) of this Quarterly Report on Form 10-Q.

The 5.7% decrease in net revenue for the three months ended June 30, 2024, as compared to the same period in 2023, was primarily due to a 13% decrease in average order value. The decrease was partially offset by an 8% increase in orders delivered. The decrease in average order value was largely driven by orders mixing into categories with lower average unit retail price. The increase in orders delivered was driven by growth in active customers, partially offset by macroeconomic factors impacting consumer sentiment and a shift in consumer spending preferences.

The 2.9% decrease in net revenue for the six months ended June 30, 2024, as compared to the same period in 2023, was primarily due to a 17% decrease in average order value. The decrease was partially offset by an 18% increase in orders delivered. The decrease in average order value was largely driven by orders mixing into categories with lower average unit retail price. The increase in orders delivered was driven by growth in active customers, partially offset by macroeconomic factors impacting consumer sentiment and a shift in consumer spending preferences.

International net revenues were less than 6% of total net revenues for each of the three and six months ended June 30, 2024 and 2023.

*Change in estimate of average transit times (days)*

Our revenue related to merchandise sales is recognized upon delivery to our customers. As we ship high volumes of packages through multiple carriers, it is not practical for us to track the actual delivery date of each shipment. Therefore, we use estimates to determine which shipments are delivered and, therefore, recognized as revenue at the end of the period. Our delivery date estimates are based on average shipping transit times. We review and update our estimates on a quarterly basis based on our actual transit time experience. However, actual shipping times may differ from our estimates, which can be further impacted by uncertainty, volatility, and any disruption to our carriers caused by certain macroeconomic conditions, such as supply chain challenges, inflation, rising interest rates, climate and weather events, or geopolitical events.

The following table shows the effect that hypothetical changes in the estimate of average shipping transit times would have had on the reported amount of revenue and income before income taxes (in thousands):

| | Three months ended June 30, 2024 | |
|---|---|---|
| **Change in the Estimate of Average Transit Times (Days)** | **Increase (Decrease) Revenue** | **Increase (Decrease) Income Before Income Taxes** |
| 2 | $ (10,756) | $ (1,233) |
| 1 | $ (4,263) | $ (489) |
| As reported | As reported | As reported |
| -1 | $ 3,390 | $ 389 |
| -2 | $ 6,531 | $ 749 |

*Gross profit and gross margin*

Our overall gross margins fluctuate based on factors such as competitive pricing; product costs; discounting; product mix of sales; advertising revenue and our marketing allowance program; and operational and fulfillment costs which include costs incurred to operate and staff our warehouses, including rent and depreciation expense associated with these facilities, costs to receive, inspect, pick, and prepare customer order for delivery, and direct and indirect labor costs including payroll, payroll-related benefits, and stock-based compensation, all of which we include as costs in calculating gross margin.

Gross margins for the past six quarterly periods and fiscal year ending 2023 were:

| | **Q1 2023** | **Q2 2023** | **Q3 2023** | **Q4 2023** | **FY 2023** | **Q1 2024** | **Q2 2024** |
|---|---|---|---|---|---|---|---|
| Gross margin | 26.7 % | 25.5 % | 22.2 % | 19.2 % | 23.4 % | 19.5 % | 20.1 % |

Gross profit for the three months ended June 30, 2024 decreased 25.5% compared to the same period in 2023, primarily due to a decrease in gross margin. Gross margin decreased to 20.1% for the three months ended June 30, 2024, compared to 25.5% for the same period in 2023, primarily due to increased promotional discounting and carrier costs.

Gross profit for the six months ended June 30, 2024 decreased 26.2% compared to the same period in 2023, primarily due to a decrease in gross margin. Gross margin decreased to 19.8% for the six months ended June 30, 2024, compared to 26.0% for the same period in 2023, primarily due to increased promotional discounting and carrier costs.

**Operating expenses**

*Sales and marketing expenses*

We use a variety of online advertising channels to attract new and repeat customers, including search engine marketing, personalized emails, mobile app, loyalty program, affiliate marketing, display banners, and social media. We also build our brand awareness through linear and streaming TV advertising.

Costs associated with our discounted shipping and other promotions, such as coupons, are not included in sales and marketing expenses. Rather, they are accounted for as a reduction in revenue as they reduce the amount of consideration we expect to receive in exchange for goods or services and therefore affect net revenues and gross margin. We consider these promotions to be an effective marketing tool.

The following table summarizes our sales and marketing expenses (in thousands):

| | Three months ended June 30, | | Six months ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| Sales and marketing expenses | $ 66,290 | $ 49,242 | $ 134,196 | $ 96,290 |
| Advertising expense included in sales and marketing expenses | 63,583 | 46,883 | 128,543 | 91,689 |
| Year-over-year percentage change | | | | |
| Sales and marketing expenses | 34.6 % | | 39.4 % | |
| Advertising expense included in sales and marketing expenses | 35.6 % | | 40.2 % | |
| Percent of net revenue | | | | |
| Sales and marketing expenses | 16.7 % | 11.7 % | 17.2 % | 12.0 % |
| Advertising expense included in sales and marketing expenses | 16.0 % | 11.1 % | 16.5 % | 11.4 % |

The 500 basis point increase in sales and marketing expenses as a percent of net revenue for the three months ended June 30, 2024, as compared to the same period in 2023, was primarily due to increased performance marketing expense and increased brand advertising.

The 520 basis point increase in sales and marketing expenses as a percent of net revenue for the six months ended June 30, 2024, as compared to the same period in 2023, was primarily due to increased performance marketing expense and increased brand advertising.

*Technology expenses*

We seek to deploy our capital resources efficiently in technology to support operations, including private and public cloud, web services, customer support solutions, and product search. We aim to enhance the customer experience by investing in technology, including investing in machine learning algorithms and generative AI, improving our process automation and efficiency, modernizing and expanding our systems, and supporting and expanding our logistics infrastructure. We expect to continue to incur technology expenses to support these efforts and these expenditures may continue to be material.

The frequency and variety of cyberattacks on our websites, enterprise systems, services, and on third parties we use to support our technology continues to increase. The impact of such attacks, their costs, and the costs we incur to protect ourselves against future attacks, have not been material to date. However, we consider the risk introduced by cyberattacks to be serious and will continue to incur costs related to efforts to protect ourselves against them.

The following table summarizes our technology expenses (in thousands):

| | Three months ended June 30, | | Six months ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| Technology expenses | $ 27,342 | $ 27,706 | $ 56,923 | $ 58,252 |
| Year-over-year percentage change | | | | |
| Technology expenses | (1.3)% | | (2.3)% | |
| Technology expenses as a percent of net revenue | 6.9 % | 6.6 % | 7.3 % | 7.3 % |

The $0.4 million decrease in technology expenses for the three months ended June 30, 2024, as compared to the same period in 2023, was primarily due to a reduction in staff-related expenses.

The $1.3 million decrease in technology expenses for the six months ended June 30, 2024, as compared to the same period in 2023, was primarily due to a reduction in staff-related expenses.

*General and administrative expenses*

The following table summarizes our general and administrative expenses (in thousands):

| | Three months ended June 30, | | Six months ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| General and administrative expenses | $ 18,531 | $ 21,673 | $ 38,985 | $ 42,156 |
| Year-over-year percentage change | | | | |
| General and administrative expenses | (14.5)% | | (7.5)% | |
| General and administrative expenses as a percent of net revenue | 4.7 % | 5.1 % | 5.0 % | 5.2 % |

The $3.1 million decrease in general and administrative expenses for the three months ended June 30, 2024, as compared to the same period in 2023, was primarily due to a reduction in staff-related and third-party expenses.

The $3.2 million decrease in general and administrative expenses for the six months ended June 30, 2024, as compared to the same period in 2023, was primarily due to a reduction in staff-related and third-party expenses.

*Customer service and merchant fees*

In the first quarter of fiscal 2024, we changed our presentation for merchant fees associated with customer payments made by credit cards and other payment methods and customer service costs. Under the new presentation, we include such expenses in a separate line in operating expenses labeled, "Customer service and merchant fees," whereas previously, these expenses were included in Cost of goods sold. See Note 2—Summary of Significant Accounting Policies, in the Notes to Unaudited Consolidated Financial Statements included in Item 1, Part I, Financial Statements (Unaudited) of this Quarterly Report on Form 10-Q.

Customer service and merchant fees include customer service costs and merchant processing fees associated with customer payments made by credit cards and other payment methods and other variable fees. Customer service and merchant fees as a percent of net revenue may vary due to several factors, such as our ability to effectively manage customer service costs and merchant fees.

The following table summarizes our customer service and merchant fees (in thousands):

| | Three months ended June 30, | | Six months ended June 30, | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| Customer service and merchant fees | $ 15,006 | $ 13,197 | $ 28,949 | $ 25,168 |
| Year-over-year percentage change | | | | |
| Customer service and merchant fees | 13.7 % | | 15.0 % | |
| Customer service and merchant fees as a percent of net revenue | 3.8 % | 3.1 % | 3.7 % | 3.1 % |

The $1.8 million increase in customer service and merchant fees for the three months ended June 30, 2024, as compared to the same period in 2023, was primarily due to increased outsourced labor as a result of increased order volume and increased credit card costs driven by a shift in payment mix and increased order volume.

The $3.8 million increase in customer service and merchant fees for the six months ended June 30, 2024, as compared to the same period in 2023 was primarily due to increased outsourced labor as a result of increased order volume and increased credit card costs driven by a shift in payment mix and increased order volume.

**Other income (expense), net**

The $82.9 million change in other income (expense), net for the three months ended June 30, 2024 as compared to the same period in 2023, was primarily due to a $72.9 million decrease in loss recognized from our equity method securities and a $10.3 million gain on the sale of intangible assets related to the Wamsutta brand.

The $71.5 million change in other income (expense), net for the six months ended June 30, 2024 as compared to the same period in 2023, was primarily due to a $61.6 million decrease in loss recognized from our equity method securities and a $10.3 million gain on the sale of intangible assets related to the Wamsutta brand.

**Income taxes**

Our income tax provision for interim periods is determined using an estimate of our annual effective tax rate adjusted for discrete items, if any, for relevant interim periods. We update our estimate of the annual effective tax rate each quarter and make cumulative adjustments if our estimated annual effective tax rate changes.

Our quarterly tax provision and our quarterly estimate of our annual effective tax rate are subject to significant variations due to several factors including: variability in predicting our pre-tax and taxable income, the mix of jurisdictions to which those items relate, relative changes in expenses or losses for which tax benefits are limited or not recognized, how we do business, fluctuations in our stock price, economic outlook, political climate, and other conditions such as supply chain challenges, inflation, rising interest rates, and geopolitical events. In addition, changes in laws, regulations, and administrative practices will impact our rate. Our effective tax rate can be volatile based on the amount of pre-tax income. For example, the impact of discrete items on our effective tax rate is greater when pre-tax income is lower.

Our provision (benefit) for income tax for the three months ended June 30, 2024 and 2023 was $117,000 and $(8.4) million, respectively. The effective tax rate for the three months ended June 30, 2024 and 2023 was (0.3)% and 10.2%, respectively. Our provision (benefit) for income tax for the six months ended June 30, 2024 and 2023 was $446,000 and $(11.3) million, respectively. The effective tax rate for the six months ended June 30, 2024 and 2023 was (0.4)% and 11.8%, respectively. Our tax provision and rate changed during the three and six months ended June 30, 2024 as compared to the same period in 2023, and differs from the statutory federal income tax rate of 21% primarily due to year-to-date losses on our retail operations for which tax benefits are limited.

Each quarter we assess on a jurisdictional basis whether it is more likely than not that our deferred tax assets will be realized under ASC Topic 740. We have no carryback ability, and therefore we must rely on future taxable income, including tax planning strategies and future reversals of taxable temporary differences, to recover our deferred tax assets. We assess available positive and negative evidence to estimate whether we will generate sufficient future taxable income to use our existing deferred tax assets. A significant piece of objective negative evidence evaluated as of June 30, 2024, is the cumulative loss position over a three-year period generated by our U.S. retail operations. On the basis of this evaluation, we maintain a valuation allowance against our deferred tax assets for the U.S. jurisdiction, not supported by reversals of taxable temporary differences. We intend to continue maintaining a valuation allowance on our net U.S. deferred tax assets until there is sufficient evidence to support the reversal of all or some portion of these allowances. The amount of the deferred tax asset considered realizable could be adjusted if objective negative evidence in the form of cumulative losses is no longer present and additional weight is given to subjective evidence such as our projections for growth. We will continue to monitor the need for a valuation allowance against our deferred tax assets on a quarterly basis.

The OECD has issued Pillar Two model rules introducing a new global minimum tax of 15% intended to be effective on January 1, 2024. While the U.S. has not yet adopted the Pillar Two rules, various other governments around the world have enacted such legislation. As currently designed, we expect Pillar Two will ultimately apply to us. Considering we do not currently have material operations in jurisdictions with tax rates lower than the Pillar Two minimum, we do not expect these to materially increase our global tax costs based on how we currently do business. There remains uncertainty as to the final Pillar Two model rules and their application. We will continue to monitor U.S. and global legislative action related to Pillar Two for potential impacts.

As we repatriate foreign earnings for use in the United States, the distributions are generally exempt from federal and foreign income taxes but may be subject to certain state taxes. As of June 30, 2024, the cumulative amount of foreign earnings considered permanently reinvested upon which taxes have not been provided, and the corresponding unrecognized deferred tax liability, was not material.

We are subject to taxation in the United States and multiple state and foreign jurisdictions. Tax years beginning in 2019 are subject to examination by taxing authorities, although net operating loss and credit carryforwards from all years are subject to examinations and adjustments for at least three years following the year in which the attributes are used.

**Liquidity and Capital Resources**

*Overview*

We believe that our cash and cash equivalents currently on hand and expected cash flows from future operations will be sufficient to continue operations for at least the next twelve months. We continue to monitor, evaluate, and manage our operating plans, forecasts, and liquidity considering the most recent developments driven by macroeconomic conditions, such as supply chain challenges, inflation, rising interest rates, and geopolitical events. We proactively seek opportunities to improve the efficiency of our operations and have in the past and may in the future take steps to realize internal cost savings, including aligning our staffing needs, creating a more variable cost structure to better support our current and expected future levels of operations and process streamlining.

We periodically evaluate opportunities to repurchase our equity securities, obtain credit facilities, or issue additional debt or equity securities, which may impact our future operations and liquidity. In addition, we may, from time to time, consider the investment in, or acquisition of, complementary businesses, products, services, or technologies to expand our business, any of which might affect our liquidity requirements or cause us to issue additional debt or equity securities that would be dilutive to shareholders.

*Current sources of liquidity*

Our principal sources of liquidity are existing cash and cash equivalents and accounts receivable, net. At June 30, 2024, we had $186.2 million of cash and cash equivalents and $18.7 million of accounts receivable, net.

We entered into a Sales Agreement dated June 10, 2024 with JonesTrading, under which we may conduct "at the market" public offerings of our common stock. Under the Sales Agreement, JonesTrading, acting as our sales agent or principal, may offer our common stock in the market on a daily basis or otherwise as we request from time to time. At June 30, 2024, we had $200.0 million available under our "at the market" sales program.

Cash flow information is as follows (in thousands):

| | Six months ended June 30, | |
|---|---|---|
| | **2024** | **2023** |
| **Cash (used in) provided by:** | | |
| Operating activities | $ (110,502) | $ 18,772 |
| Investing activities | (3,308) | (44,435) |
| Financing activities | (2,597) | (2,718) |

*Operating activities*

Cash received from customers generally corresponds to our net revenues as our customers primarily use credit cards to buy from us, causing our receivables from these sales transactions to settle quickly. We have payment terms with our partners that generally extend beyond the amount of time necessary to collect proceeds from our customers.

The $110.5 million of net cash used in operating activities during the six months ended June 30, 2024 was primarily due to loss from operating activities adjusted for non-cash items of $80.8 million and cash used by changes in operating assets and liabilities of $29.7 million.

The $18.8 million of net cash provided by operating activities during the six months ended June 30, 2023 was primarily due to income from operating activities adjusted for non-cash items of $17.5 million and cash provided by changes in operating assets and liabilities of $1.3 million.

*Investing activities*

For the six months ended June 30, 2024, investing activities resulted in a net cash outflow of $3.3 million, primarily due to $8.0 million of expenditures for property and equipment and $6.2 million for purchases of intangible assets offset by $10.3 million of proceeds received from the sale of intangible assets.

For the six months ended June 30, 2023, investing activities resulted in a net cash outflow of $44.4 million, primarily due to $22.8 million for purchases of intangible assets, $10.0 million for disbursement of notes receivable and $12.0 million of expenditures for property and equipment.

*Financing activities*

For the six months ended June 30, 2024, financing activities resulted in a net cash outflow of $2.6 million, primarily due to $3.3 million for payment of taxes withheld upon vesting of employee stock awards.

For the six months ended June 30, 2023, financing activities resulted in a net cash outflow of $2.7 million, primarily due to $2.1 million for payment of taxes withheld upon vesting of employee stock awards.

**Contractual Obligations and Commitments**

The following table summarizes our contractual obligations as of June 30, 2024 and the effect such obligations and commitments are expected to have on our liquidity and cash flow in future periods (in thousands):

| Contractual Obligations | Total | Less than 1 year | 1-3 years | 3-5 years | More than 5 years |
|---|---|---|---|---|---|
| Operating leases (1) | $ 3,321 | $ 2,829 | $ 492 | $ — | $ — |
| Loan agreements (2) | 43,033 | 1,483 | 2,968 | 2,972 | 35,610 |
| Total contractual cash obligations | $ 46,354 | $ 4,312 | $ 3,460 | $ 2,972 | $ 35,610 |

(1) Represents the future minimum lease payments under non-cancellable operating leases. For information regarding our operating lease obligations, see Note 9—Leases, in the Notes to Unaudited Consolidated Financial Statements included in Item 1, Part I, Financial Statements (Unaudited) of this Quarterly Report on Form 10-Q.

(2) Represents future interest and principal payments on the financing agreements with Loan Core Capital Funding Corporation LLC. For information regarding our financing agreements, see Note 8—Borrowings, in the Notes to Unaudited Consolidated Financial Statements included in Item 1, Part I, Financial Statements (Unaudited) of this Quarterly Report on Form 10-Q.

**Tax contingencies**

We are involved in various tax matters, the outcomes of which are uncertain. As of June 30, 2024, accrued tax contingencies were $3.8 million. Changes in federal, foreign, state, and local tax laws may increase our tax contingencies. The timing of the resolution of income tax contingencies is highly uncertain, and the amounts ultimately paid, if any, upon resolution of issues raised by the taxing authorities may differ from the amounts accrued. It is reasonably possible that within the next 12 months we will receive additional assessments by various tax authorities. These assessments may or may not result in changes to our contingencies related to positions on prior years' tax filings.

**Critical Accounting Policies and Estimates**

The preparation of our financial statements requires that we make estimates and judgments. We base these on historical experience and on other assumptions that we believe to be reasonable. Except as disclosed in Note 2—Summary of Significant Accounting Policies, in the Notes to Unaudited Consolidated Financial Statements included in Item 1, Part I, Financial Statements (Unaudited) of this Quarterly Report on Form 10-Q, there have been no material changes to our critical accounting policies and estimates as compared to the critical accounting policies and estimates described in Critical Accounting Policies and Estimates, included in Part II, Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations and in Note 2—Accounting Policies and Supplemental Disclosures, included in Part II, Item 8, Financial Statements and Supplementary Data, of our Annual Report on Form 10-K for the year ended December 31, 2023.

**Government Regulation**

We are subject to a wide variety of laws, rules, mandates, and regulations, some of which apply or may apply to us as a result of our retail business, and others of which apply to us for other reasons, such as our status as a publicly held company or the places in which we sell certain types or amounts of products or services. Our retail business is subject to general business regulations and laws, regulations and laws specifically governing the internet, ecommerce, and other services we offer. Existing and future laws and regulations may result in increasing expense and may impede our growth. Applicable and potentially applicable regulations and laws include regulations and laws regarding taxation, privacy, data protection, pricing, content, copyrights, distribution, mobile communications, electronic device certification, electronic waste, energy consumption, environmental regulation, electronic contracts and other communications, competition, consumer protection, employment, import and export matters, information reporting requirements, access to our services and facilities, the design and operation of websites, health, safety, and sanitation standards, the characteristics and quality of products and services, product labeling and unfair and deceptive trade practices.

Our efforts to expand our retail business outside of the U.S. expose us to foreign and additional U.S. laws and regulations, including but not limited to, laws and regulations relating to taxation, business licensing or certification requirements, advertising practices, online services, the importation of specified or proscribed items, importation quotas, consumer protection, environmental protection, intellectual property rights, consumer and data protection, privacy, encryption, restrictions on pricing or discounts, and the U.S. Foreign Corrupt Practices Act and other applicable U.S. and foreign laws prohibiting corrupt payments to government officials and other third parties.

## ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risk from interest rate changes, foreign currency fluctuations, and changes in the market values of our securities. Information relating to quantitative and qualitative disclosures about these market risks is set forth below.

### Interest Rate Sensitivity

The fair value of our cash and cash equivalents (highly liquid instruments with a remaining maturity of 90 days or less at the date of purchase) would not be significantly affected by either an increase or decrease in interest rates due mainly to the short-term nature of these instruments.

Our Senior Note carries a fixed annual interest rate of 4.242%. As a result, we have no material direct financial statement risk associated with changes in interest rates.

### Foreign Currency Risk

Most of our sales and operating expenses are denominated in U.S. dollars, and therefore, our net revenue and operating expenses are not currently subject to significant foreign currency risk. As we grow our operations, our exposure to foreign currency risk could become more significant.

### Inflation

Increases in commodity and shipping prices and energy and labor costs have resulted in inflationary pressures across various parts of our business and operations, including our partners and supply chain. We continue to monitor the impact of inflation to minimize its effects on our customers. We work with our partners to limit the amount of cost increases that are passed on through higher pricing. If costs borne by the Company or our partners were to be subject to incremental inflationary pressures, we may not be able to fully offset such higher costs through pricing actions or other cost efficiency measures. Our inability or failure to do so could harm our business, financial condition, and results of operations. While it is difficult to accurately measure the impact of inflation due to the imprecise nature of the estimates required, we believe the effects of inflation, if any, on our historical results of operations and financial condition have been immaterial. We cannot assure you, however, that our results of operations and financial condition will not be materially impacted by inflation in the future.

### Investment Risk

The fair values of our equity and debt securities may be subject to fluctuations due to volatility of the stock market in general, investment-specific circumstances, and changes in general economic conditions. At June 30, 2024, our recorded value in equity securities of private companies was $129.7 million. At June 30, 2024, $32.3 million of our equity securities and $10.7 million of our debt securities are of private companies, recorded at fair value using Level 3 inputs. Our fair value assessment of private companies includes a review of recent operating results and trends, recent sales/acquisitions of the securities, and other publicly available data. Valuations of private companies are inherently more complex due to the lack of readily available market data. As such, we believe that providing a sensitivity analysis is not practicable. These investments valued using Level 3 inputs represent 22.7% of assets measured at fair value. See Note 3—Fair Value Measurement for further information. For our equity interest in Medici Ventures, L.P., we record our proportionate share of the entity's reported net income or loss, which reflects the fair value changes of the underlying investments of the entity and any other income or losses of the entity.

## ITEM 4. CONTROLS AND PROCEDURES

### Evaluation of Disclosure Controls and Procedures

We carried out an evaluation of the effectiveness of our disclosure controls and procedures as required by Rule 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") under the supervision and with the participation of our principal executive officer and principal financial officer, as of the end of the period covered by this report. Based on this evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level.

### Limitations on Disclosure 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. Management does not expect, however, that our disclosure controls and procedures will prevent or detect all error and fraud. Any control system, no matter how well designed and operated, is based upon certain assumptions and can provide only reasonable, not absolute, assurance that its objectives will be met. Further, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, within the Company have been detected.

### Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the quarter ended June 30, 2024, 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

From time to time, we are involved in, or become subject to litigation or other legal proceedings concerning consumer protection, employment, privacy, intellectual property, claims under the securities laws, and other commercial matters related to the conduct and operation of our business and the sale of products on our websites. We also prosecute lawsuits to enforce our legal rights. In connection with such litigation or other legal proceedings, we have been in the past and we may be in the future subject to significant damages, associated costs, or equitable remedies relating to the operation of our business. Such litigation could be costly and time consuming and could divert or distract our management and key personnel from our business operations. Due to the uncertainty of litigation and depending on the amount and the timing, an unfavorable resolution of some or all of such matters could materially affect our business, results of operations, financial position, or cash flows. For additional details, see the information set forth under Item I of Part I, Financial Statements (Unaudited)—Note 10—Commitments and Contingencies, subheading Legal Proceedings and Contingencies, contained in the Notes to Unaudited Consolidated Financial Statements of this Quarterly Report on Form 10-Q, which is incorporated by reference in answer to this Item.

### ITEM 1A. RISK FACTORS

*Any investment in our securities involves a high degree of risk. Please consider the following risk factors and the risk factors previously disclosed in Part 1, Item 1A, "Risk Factors," of our Annual Report on Form 10-K for the year ended December 31, 2023 carefully. If any one or more of such risks were to occur, it could have a material adverse effect on our business, prospects, financial condition and results of operations, and the market price of our securities could decrease significantly. Statements to the effect that an event could or would harm our business (or have an adverse effect on our business or similar statements) mean that the event could or would have a material adverse effect on our business, prospects, financial condition and results of operations, which in turn could or would have a material adverse effect on the market price of our securities. Many of the risks we face involve more than one type of risk. Consequently, you should carefully read all of the risk factors below, the risk factors described in our Form 10-K for the year ended December 31, 2023, and in any reports we file with the SEC after we file this Form 10-Q, before making any decision to acquire or hold our securities.*

Other than the risk factors set forth below, there are no material changes from the risk factors previously disclosed in Part I, Item 1A, "Risk Factors," of our Annual Report on Form 10-K for the year ended December 31, 2023.

***Our business depends on the Internet, our infrastructure and transaction-processing systems.***

We are completely dependent on our infrastructure and on the availability, reliability and security of the Internet and related systems. Although we have migrated and continue to migrate some of our computer systems and operations to the public cloud, a substantial majority of our computer and communications infrastructure is running in our private cloud on hardware that is located at a single Beyond owned and operated facility which we are currently marketing for sale. Our systems and operations are vulnerable to damage or interruption from fire, flood, power loss, telecommunications failure, terrorist attacks, cyberattacks, acts of war, break-ins, earthquake and similar events. Our back-up facility by itself is not adequate to support fulfillment of sales orders. Our servers and applications are vulnerable to malware, physical or electronic break-ins, internal sabotage, and other disruptions, the occurrence of any of which could lead to interruptions, delays, loss of critical data or the inability to accept and fulfill customer orders. Any internal or critical third-party system interruption that results in the unavailability of our websites or our mobile app or reduced performance of our transaction systems could interrupt or substantially reduce our ability to conduct our business. We have experienced periodic systems interruptions due to server failure, application failure, power failure and intentional cyberattacks in the past, and may experience additional interruptions or failures in the future. Any failure or impairment of our infrastructure or of the availability of the Internet or related systems caused by any source, including the transfer of our hardware to another location or the housing or maintenance of our hardware by a third party if we sell the facility where it is now located, could have a material adverse effect on our financial results, business and prospects. In addition, the occurrence of any event that would adversely affect ecommerce or discourage or prevent consumers from shopping online or via mobile apps could significantly decrease the volume of our sales.

***We have an evolving business model, which increases the complexity of our business.***

We are modifying and expanding the types of products and services offered for sale on our websites, may further expand offerings in the future, and we do not know whether any of our modifications or expansions will be successful. From time to time, we have also modified aspects of our business model relating to our product mix and the mix of direct versus

partner sourcing of the products offered for sale. Products purchased for direct sale come with additional risks and uncertainties, including costs to maintain inventory, risk of loss from theft or otherwise, and risks associated with the marketing and labeling of products. In addition, we continue to experiment with new technologies to enhance the customer experience and iterate on delivery of new features. The additions and modifications to our business have increased the complexity of our business and impacted, and may in the future materially impact, our management, personnel, operations, systems, technical performance, financial resources, and internal control and reporting functions. Further, our efforts to right-size our cost structure and create a more flexible technology stack may result in the introduction of technologies that are less mature or stable, which could cause problems in our website or back-end logistics systems or compliance efforts. Further, any new business, products or services, technology, or website we launch that is not favorably received by consumers could damage our reputation or our brand. The occurrence of any of the foregoing could have a material adverse effect on our financial results, business, prospects, and the trading prices of our securities.

***The changing job market, the changes in our leadership team, the change in our compensation approach, the loss of key personnel, the changing job structure, or any inability to attract, retain and engage key personnel could affect our ability to successfully grow our business.***

Our performance is substantially dependent on the continued service and performance of our senior management, our board of directors, and other key personnel. We underwent significant changes to our executive management team and our board of directors in 2023 and 2024, with certain key positions still remaining open. We also underwent changes to our workforce in 2023, when we had a reduction in force, and in 2024, when we had structural changes to the broader organization, including the elimination of the Co-Chief Executive roles and departure of our former Division Chief Executive Officer, Bed Bath & Beyond, the expansion of the Executive Chairman role, and the elimination of the dual Chief Merchant roles. Additionally, in 2023, adjusted our approach to equity compensation provided to our executives from a time-based approach to a performance-based approach. Uncertainties, including any substantial changes in leadership, or any negative impacts associated with performance-based compensation, may cause employees to seek other opportunities or impair our ability to recruit new employees. With more businesses allowing employees to work remotely, we are forced to compete with businesses in other locations and states to attract and retain key employees. Currently, most of our local workforce works a hybrid schedule, where they work onsite three days each week and perform the remaining workdays in that week remotely. We are planning to sell our corporate headquarters, which if completed, could result in more remote work. The changes in leadership, the reduction in force, the structural changes to our organization, the changed approach to performance-based compensation, and the uncertainty of the future job structure could create consequences such as a lack of productivity, a lack of engagement, employee dissatisfaction, and employee fatigue and could result in key employees finding other employers more attractive than working for our Company. The loss of, or the inability to retain or engage the services of key employees for any reason, could harm our business. Our future success depends on our ability to identify, attract, hire, train, engage, retain, and motivate highly-skilled personnel. Our failure to attract, retain, and engage the personnel necessary to successfully operate our business could have a material adverse effect on our financial results, business and prospects.

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

***Recent Purchases of Equity Securities***

See Note 12—Stockholders' Equity, in the Notes to Unaudited Consolidated Financial Statements included in Item 1, Part I, Financial Statements (Unaudited) of this Quarterly Report on Form 10-Q for information regarding our authorized share repurchase program. There were no repurchases made during the three months ended June 30, 2024. As of June 30, 2024, the approximate dollar value of shares that may yet be purchased under the stock repurchase program is $69.9 million.

## ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

## ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

**ITEM 5. OTHER INFORMATION**

*(a) Disclosure in lieu of reporting on a Current Report on Form 8-K.*

None.

*(b) Material changes to the procedures by which security holders may recommend nominees to the board of directors*

None.

*(c) Insider trading arrangements and policies.*

During the three months ended June 30, 2024, no director or officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

**ITEM 6. EXHIBITS**

| (a) | Exhibit Number | Exhibit Description |
|---|---|---|
| | 2.1*** | Asset Purchase Agreement, dated June 12, 2023, by and among Overstock.com, Inc., Bed Bath & Beyond Inc. and certain subsidiaries of Bed Bath & Beyond Inc., incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed on June 13, 2023 |
| | 3.1 | Amended and Restated Certificate of Incorporation, incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q filed on July 29, 2014 |
| | 3.2 | Certificate of Amendment to Amended and Restated Certificate of Incorporation, incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed on November 6, 2023 |
| | 3.3 | Certificate of Amendment to Amended and Restated Certificate of Incorporation, incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on May 24, 2024 |
| | 3.4 | Fourth Amended and Restated Bylaws, incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed on May 24, 2024 |
| | 4.1 | Form of Indenture, incorporated by reference to Exhibit 4.3 to the Company's Registration Statement on Form S-3ASR filed on June 10, 2024 |
| | 10.1 | Amendment to the Beyond, Inc. Amended and Restated 2005 Equity Incentive Plan, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 24, 2024 |
| | 10.2 | Executive Chairman Performance Award Grant Notice and Award Agreement, incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on May 24, 2024 |
| | 10.3* | Severance Agreement and Release between Beyond, Inc. and Chandra Holt, effective July 13, 2024 |
| | 10.4* | Form of Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement under the Beyond, Inc. Amended and Restated 2005 Equity Incentive Plan* |
| | 31.1* | Rule 13a-14(a)/15d-14(a) Certification of Principal Executive Officer |
| | 31.2* | Rule 13a-14(a)/15d-14(a) Certification of Principal Financial Officer |
| | 32.1** | Section 1350 Certification of Principal Executive Officer |
| | 32.2** | Section 1350 Certification of Principal Financial Officer |
| | 101 | Attached as Exhibit 101 to this report are the following documents formatted in Inline XBRL (Extensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive Loss, (iv) Consolidated Statements of Cash Flows, (v) Consolidated Statements of Stockholders' Equity, and (vi) Notes to Consolidated Financial Statements. |
| | 104 | The cover page from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2024, formatted in Inline XBRL (included as Exhibit 101). |

* Filed herewith.

** Furnished herewith.

*** Certain schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Reporting Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.

**SIGNATURE**

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

Date: July 31, 2024

**BEYOND, INC.**

/s/ ADRIANNE B. LEE

Adrianne B. Lee
Chief Financial & Administrative Officer
(Principal Financial Officer and Principal Accounting Officer)

**Exhibit 10.3**

## SEVERANCE AGREEMENT AND RELEASE

THIS SEVERANCE AGREEMENT AND RELEASE (hereinafter this "**Agreement**") is entered into effective as of the Effective Date (as defined below) between Chandra Holt (hereinafter the "**Employee**") and Beyond, Inc. (hereinafter the "**Company**"), collectively, the "**Parties**."

## RECITALS

WHEREAS, Employee's employment with the Company terminated effective June 14, 2024 (the "**Separation Date**").

WHEREAS, the Company is willing to voluntarily offer Employee the severance benefits provided in this Agreement, subject to the occurrence of the Effective Date.

## AGREEMENT

NOW, THEREFORE, in consideration of the covenants, representations, releases, and obligations contained herein, the sufficiency of which are expressly acknowledged by the Company and by Employee, the Parties hereby agree as follows:

1. Severance and Covenant Not to Sue. Employee agrees, represents, and warrants that the Company is not required by either law, equity, or any verbal or written agreement to offer any severance amount. Employee agrees and recognizes that Employee's employment relationship with Company, its subsidiaries, affiliates, and successors permanently and irrevocably ceased as of the Separation Date.

2. Unconditional Obligations. The Company and Employee acknowledge that Employee was paid her salary through the Separation Date. Regardless of whether she signs this Agreement, she shall be entitled to (a) reimbursement of business expenses through the Separation Date, if any, that shall be submitted and paid in accordance with Company business expense reimbursement policies and (b) to the extent not previously paid to Employee, the reimbursement of Employee's reasonable attorneys' fees actually incurred by Employee in the negotiation of her Offer Letter (as defined below) and evidenced by supporting documentation in an aggregate amount not to exceed $10,000 (the "**Accrued Obligations**"). Employee further acknowledges that she shall receive notice under separate cover concerning her right to continue her insurance coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**") and that she is solely responsible for electing or declining such coverage and paying the applicable premiums to secure such coverage, except as set forth in paragraph 3(b). On the Separation Date, all of Employee's outstanding equity awards granted by the Company terminated in accordance with their terms.

3. Severance. Subject to the occurrence of the Effective Date within the time period set forth in Section 4 and Employee's continued compliance with the terms of this Agreement and the Confidentiality Agreements (as defined below), the Company will provide Employee with the following payments and benefits:

(a) a lump sum payment in the total gross amount of $300,000 on the first regularly scheduled payroll date following the Effective Date;

(b) provided that Employee timely and properly elects continuation coverage under the Company's group health plan(s) pursuant to COBRA, the Company will pay on Employee's behalf the full amount of premiums for COBRA continuation coverage under the Company's health insurance plan, including coverage for the Employee's eligible dependents, until the earliest of (i) four (4) months following the Separation Date; (ii) the expiration of Employee's eligibility for continuation coverage under COBRA, or (iii) the date when the Employee becomes eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment (such period from the Separation Date through the earliest of (i) through (iii), the "**COBRA Payment Period**"); provided, however, that Employee acknowledges and agrees that the election of COBRA continuation coverage shall remain Employee's sole responsibility; and

(c) the reimbursement of Employee's reasonable attorneys' fees actually incurred by Employee in the negotiation of this Agreement and evidenced by supporting documentation in an aggregate amount not to exceed $10,000, which shall be paid within thirty (30) days following the Effective Date.

Except as set forth in this Section 3, Employee is not owed wages, commissions, bonuses or other compensation, other than the Accrued Obligations. Employee specifically acknowledges that she is not eligible for severance benefits under the Company's Key Employee Severance Plan as a result of the occurrence of the Separation Date.

4. Release and Discharge.

(a) For the good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the foregoing recitals and provisions above, which by this reference are incorporated herein, Employee hereby fully and forever releases and discharges the Company, its subsidiaries and affiliates (together, the "**Company Group**"), and its and their members, shareholders, officers, directors, agents, employees, assigns, managers, partners, and board members (collectively, the "**Releasees**") from any and all claims, demands, actions, causes of action, judgments and liabilities of any kind or nature whatsoever in law, equity or otherwise, whether known or unknown, suspected or unsuspected, that Employee may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Employee signs this Agreement relating to Employee's employment or service with the Company Group or termination from any position, including but not limited to the following:

i. Any claim by Employee that the Company Group discriminated against Employee on the basis of race, sex, religion, age, national origin or handicap in violation of any state or federal law, including Title VII of the Civil Rights Act of 1964, as amended, the Family Medical Leave Act, the Americans with Disabilities Act, as amended, the Age Discrimination in Employment Act (as amended by the Older Workers Benefit Protection Act) (the "**ADEA**"), or similar state or local laws.

ii. Any claim under federal, state, or local law regarding health benefits, retirement benefits or life insurance benefits.

iii. Any claim in tort that the Company Group negligently, intentionally, maliciously, or wantonly caused damage to Employee.

iv. Any claim under federal, state, or local law the Company Group inflicted emotional distress either intentionally or negligently on Employee.

v. Any claim under federal, state, or local law against the Company Group sounding in contract, oral or written, express or implied, or any other agreement or promise.

vi. Any claim that the Company Group owes any sort of compensation, bonus, or money to Employee.

(b) Notwithstanding anything in this Agreement to the contrary, Employee does not waive any rights Employee may have (i) under COBRA; (ii) to the Accrued Obligations and Employee's vested accrued employee benefits under the Company's health, welfare, or retirement benefit plans as of the Separation Date; (iii) to benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (iv) to pursue claims which by law cannot be waived and/or which may arise after the execution of this Agreement; (v) to her rights, if any, to indemnification or advancement from the Company as an officer, whether pursuant to any agreement or by operation of law; and/or (vi) to enforce this Agreement. Employee expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims (notwithstanding any state or local statute that expressly limits the effectiveness of a release of unknown, unsuspected and unanticipated claims), if any, as well as those relating to any other claims hereinabove mentioned or implied. Employee acknowledges that she may hereafter discover claims or facts in addition to or different than those which she now knows or believes to exist with respect to the subject matter of the release set forth above and which, if known or suspected at the time of entering into this Agreement, may have materially affected this Agreement and her decision to enter into it. Employee acknowledges and agrees that this waiver is an essential and material term of this Agreement and that without such waiver the Company would not have agreed to the terms of this Agreement.

(c) Employee acknowledges that this Agreement was presented to her on June 14, 2024, and that Employee was provided twenty-one (21) days' time following such date in which to consider it (the "**Review Period**"), and that the Review Period shall expire at 5:00 p.m. Mountain Time on July 5, 2024. Employee further

acknowledges that the Company has advised her that she is waiving her rights under the ADEA, and that Employee has the right to and should consult with an attorney of her choice before signing this Agreement, and Employee has had sufficient time to consider the terms of this Agreement. Employee represents and acknowledges that if Employee executes this Agreement before the Review Period has elapsed, Employee does so knowingly, voluntarily, and upon the advice and with the approval of Employee's legal counsel (if any), and that Employee voluntarily waives any remaining consideration period.

(d) Employee understands that after executing this Agreement, Employee shall have a period of seven (7) days from the date immediately following the date of her execution of it in which Employee may revoke this Agreement at Employee's sole election by notifying the Company in writing (the "**Revocation Period**"). Employee also understands that any revocation of this Agreement must be made in writing and delivered to the Chief People Officer of the Company via email to rcarpenter@beyond.com within the seven (7) day Revocation Period. In the event Employee does not exercise her right to revoke this Agreement, this Agreement shall become effective on the date immediately following the Revocation Period (the "**Effective Date**").

(e) Employee further understands that Employee will not be given any severance benefits unless she executes this Agreement on or before the expiration of the Review Period at 5:00 p.m. Mountain Time on July 5, 2024, and allows the Revocation Period to lapse without exercising her right of revocation. The Parties agree that any material or immaterial changes to this Agreement shall not extend the deadline for the occurrence of the Effective Date.

(f) Employee further represents, and warrants that Employee has not filed any suit, claims, or charges with any court or governmental agency, and agrees, represents, and warrants that Employee will not file any suit, claims or charges with any court or governmental agency, in any jurisdiction, relating to or arising out of Employee's employment with the Company. Employee represents that the Employee has no lawsuits, claims, or actions pending in the Employee's name, or on behalf of any other person or entity, against the Company or any of the other Releasees. Employee also represents that Employee does not intend to bring any claims on Employee's own behalf or on behalf of any other person or entity against the Company or any of the other Releasees. Employee confirms that the Employee has no knowledge of any wrongdoing involving improper or false claims against any governmental agency, or any other wrongdoing that involves Employee or any other present or former Company employees, including violations of the applicable laws.

5. Company Release. Subject to the occurrence of the Effective Date, the Company, on behalf of itself and its subsidiaries, successors in interest and assigns, hereby releases and forever discharges Employee and her heirs, executors, administrators, successors in interest, and assigns, both individually and collectively, from any and all claims, demands, actions, causes of action, judgments and liabilities of any kind or nature whatsoever in law, equity or otherwise, whether known or unknown, suspected or unsuspected, which the Company may possess against Employee arising from any omissions, acts, facts, or damages that have occurred up until and including the date the Company's authorized representative executes this Agreement relating to Employee's employment with the Company; provided, however, that the Company does not waive any claims the Company may have related to (a) the Company's right to enforce Employee's obligations under this Agreement, the Confidentiality Agreements (as defined below) or the other agreements referenced herein, (b) any claims arising out of, based upon, or relating to Employee's breach of fiduciary duty to the Company, willful misconduct or illegal conduct, or (c) claims that cannot be released as a matter of law.

6. Protection of Proprietary and Confidential Information; Restrictive Covenants.

(a) Employee hereby acknowledges that during the course of employment, Employee was privy to confidential and/or proprietary scientific, technical, and/or business information (hereinafter "**Confidential Information**"). Subject to the exceptions set forth in paragraph 5(g), Employee agrees to protect, and not to use or disclose and not to destroy or delete, and immediately return any and all Confidential Information of the Company that is now in the possession, custody, or control of Employee, including any and all documents that exist in electronic form on Employee's personal computer, as well as any other information stored by any means, including documents stored in any email account maintained or used by Employee or through any other means of physical, magnetic, electronic, virtual, or cloud storage. This information includes, but is not limited to any information disclosed to Employee by the Company either directly or indirectly, in writing, orally, or by inspection of tangible objects, including, without limitation, documents, processes, products, prototypes, plans, product plans, research, specifications, software, computer programs, or other copyrightable work, source code, trade secrets, business plans, customer, or client data, customer or client lists, customer or client names, lists of referral sources, price lists, pricing structures, business lists, business data, business techniques, business models, marketing techniques, marketing

strategies, marketing plans or concepts, market information, financial data or analyses, financial forecasts or projections, financial formulas, budgets, third party or other contracts, contract amounts, salaries or wages, compensation and fringe benefit programs or packages, severance packages or agreements, internal, external, and/or personnel policies and procedures, company manuals or employee handbooks, training materials or procedures, bulletins, memos, and other materials and information relating to company operations, or any information or material that is designated as "confidential," "proprietary," or some similar designation (collectively "**Proprietary Information**").

(b) Employee reaffirms her obligations under that certain Employee Confidentiality, Non-Competition and Non-Solicitation Agreement dated February 19, 2024, and that certain Employment, Confidential Information and Invention Assignment, and Arbitration Agreement dated February 19, 2024 (together, the "**Confidentiality Agreements**"), including her obligations of confidentiality, assignment of intellectual property, non-competition and non-solicitation within the foregoing, represents and warrants that she has not breached the same, and understands that such obligations continue after termination of employment and execution of this Agreement. The company agrees to modify its standard Non-Competition and Non-Solicitation Agreement to a 4-month period starting the effective date of this severance agreement.

(c) Employee warrants that Employee has returned all property of the Company. Employee also acknowledges and agrees that Employee is obligated to return any and all of the Company's proprietary materials. This includes keys, computers, phones, files, and any other tangible items belonging to the Company.

(d) Employee agrees to make herself reasonably available to, and to reasonably cooperate with the Company in, any internal investigation or administrative, regulatory, or judicial inquiry, investigation, proceeding or arbitration solely relating to matters Employee was involved in due to her employment with the Company.

(e) Employee agrees that Employee will not publicly or privately disparage the Company or the Company's reputation, products, processes, partners, executives or directors, and agrees not to contact current employees, independent contractors, vendors, brokers, distributors or any other business partners or associates of the Company and speak ill of the Company or the Company's products, processes, partners, or executives, or to take any action that might damage relationships between the Company and the Company's current employees, independent contractors, vendors, brokers, distributors or any other business partners or associates of the Company. The Company agrees that it will instruct its current executive officers and members of its board of directors not to publicly or privately disparage Employee or Employee's reputation. Notwithstanding the foregoing, nothing herein shall restrict Employee or the Company's executive officers and members of the board of directors from making truthful statements which by law cannot be subject to a nondisparagement covenant.

(f) Employee also agrees that if there is any substantiated evidence of violation of this paragraph 5, Employee will forfeit the entire severance amount and be subject to pay restitution of any amount already disbursed to Employee.

(g) Employee acknowledges and agrees that nothing in this Agreement or in any agreement between her and the Company prohibits or limits her (or her attorney) from (x) initiating communications directly with, responding to any inquiry from, volunteering information to, or providing testimony before the Securities and Exchange Commission, the Department of Justice, the U.S. Commodity Futures Trading Commission, the U.S. Equal Employment Opportunity Commission, or the U.S. National Labor Relations Board, any regulatory or self-regulatory organization, or any other governmental, law enforcement, or regulatory authority, regarding this Agreement and its underlying facts and circumstances, or any reporting of, investigation into, or proceeding regarding suspected violations of law, (y) exercising any rights Employee may have under Section 7 of the U.S. National Labor Relations Act, such as the right to engage in concerted activity, including collective action or discussion concerning wages or working conditions, or (z) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination based on a protected characteristic or any other conduct that Employee has reason to believe is unlawful and that she is not required to advise or seek permission from the Company before engaging in any such activity. Employee further acknowledges that, in connection with any such activity, she must inform such authority of the confidential nature of any confidential information that she provides, and that she is not permitted to disclose any information that is protected by the attorney-client privilege or any other privilege belonging to the Company, as the Company does not waive and intends to preserve such privileges. Employee is hereby notified that, pursuant to federal law (the Defend Trade Secrets Act), an individual, shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is (i) made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or

investigating a suspected violation of law; or (ii) made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal.

7. Non-Assignment of Rights. Employee warrants that Employee has not assigned or transferred to any third party any right or claim described in the general release given in paragraph 4 above.

8. No Reliance on Extraneous Information. Employee acknowledges that, in signing this Agreement, Employee is not relying on any information provided to Employee by the Company, nor is Employee relying upon the Company to provide any information.

9. Modification. No provision of this Agreement shall be amended, waived, or modified except by an instrument in writing signed by the Parties.

10. Voluntary Execution. Employee hereby represents that Employee has read and understands the contents of this Agreement, that no representations other than those contained herein have been made to induce Employee or to influence Employee to execute this Agreement, but that Employee executes this Agreement knowingly and voluntarily, after having received independent legal counsel of Employee's own choosing, if Employee so chooses.

11. Severability. If any provision of this Agreement is found to be illegal or unenforceable, in whole or in part, such provision or part thereof shall be treated as severable, leaving valid the remainder of this Agreement, including the other provisions, which shall remain effective and enforceable to the greatest extent permitted by law.

12. Integration. This Agreement, together with the Confidentiality Agreements, constitutes the entire understanding and agreement between the Parties with respect to the subject matter herein, and supersedes all prior all previous understandings, agreements, communications, and representations, whether written or oral, between the Parties regarding the subject matter of this Agreement, including that certain offer letter dated February 14, 2024, between Employee and the Company (the "**Offer Letter**"). No provision of this Agreement may be waived, nor shall any provision of this Agreement be amended or otherwise modified in any manner, except by a writing executed by the Parties hereto. The parties further acknowledge that they are not relying on any information or representations other than those recited in this Agreement.

13. Headings. The paragraph headings used herein are for convenience and shall not be deemed to modify or construe the provisions hereof.

14. Rights of Non-Parties. All persons or entities against whom claims are released or waived by this Agreement are either party to or intended beneficiaries of this Agreement and shall have the same right and ability to enforce the release or waiver provided by this Agreement as though a party and signatory hereto.

15. Governing Law. This Agreement has been entered into in the State of Texas and shall be governed by the laws of the State of Texas, without regard to conflicts of law provisions or rules.

16. Section 409A. The Parties intend that this Agreement and the payments and other benefits provided hereunder be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), to the maximum extent possible. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be interpreted, operated and administered in a manner consistent with such intentions. Without limiting the generality of the foregoing, and notwithstanding any provision of this Agreement to the contrary, with respect to any payments and benefits under this Agreement to which Code Section 409A applies, all references in this Agreement to the termination of Employee's employment are intended to mean Employee's "separation from service," within the meaning of Code Section 409A(a)(2)(A)(i). Each series of installment payments made under this Agreement is hereby designated as a series of "separate payments" within the meaning of Section 409A of the Code. To the extent that any reimbursements under this Agreement are subject to Code Section 409A, any such reimbursements payable to the Employee shall be paid to the Employee no later than December 31 of the year following the year in which the expense was incurred; provided that the Employee submits the Employee's reimbursement request promptly following the date the expense is incurred, the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, other than medical expenses referred to in Section 105(b) of the Code, and the Employee's right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

17. Arbitration. Any dispute, claim or controversy based on, arising out of or relating to Employee's employment or this Agreement shall be settled by final and binding arbitration in Dallas County, Texas, before a single neutral arbitrator in accordance with the JAMS Employment Arbitration Rules and Procedures (the "***Rules***"), and judgment on the award rendered

by the arbitrator may be entered in any court having jurisdiction. The Rules may be found online at www.jamsadr.com. If the Parties are unable to agree upon an arbitrator, one shall be appointed by JAMS in accordance with its Rules. Each party shall pay the fees of its own attorneys, the expenses of its witnesses and all other expenses connected with presenting its case; provided, however, Employee and the Company agree that, to the extent permitted by law or as required by Section 18, the arbitrator shall award reasonable attorneys' fees to the prevailing party. Other costs of the arbitration, including the cost of any record or transcripts of the arbitration, JAMS administrative fees, the fee of the arbitrator, and all other fees and costs, shall be borne equally by each side in the arbitration. This Section 17 is intended to be the exclusive method for resolving any and all claims by the Parties against each other for payment of damages under this Agreement or relating to Employee's employment; provided, however, that Employee shall retain the right to file administrative charges with or seek relief through any government agency of competent jurisdiction, and to participate in any government investigation, including but not limited to (a) claims for workers' compensation, state disability insurance or unemployment insurance; (b) administrative claims brought before any state or federal governmental authority; provided, however, that any appeal from an award or from denial of an award of wages and/or waiting time penalties shall be arbitrated pursuant to the terms of this Agreement; and (c) claims for administrative relief from the United States Equal Employment Opportunity Commission and/or any similar state agency in any applicable jurisdiction; provided, further, that Employee shall not be entitled to obtain any monetary relief through such agencies other than workers' compensation benefits or unemployment insurance benefits. This Agreement shall not limit either party's right to obtain any provisional remedy, including, without limitation, injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect their rights and interests pending the outcome of arbitration, including without limitation injunctive relief, in any court of competent jurisdiction. Seeking any such relief shall not be deemed to be a waiver of such party's right to compel arbitration. Employee and the Company expressly waive all rights to a jury trial in court for any statutory or common law claims subject to arbitration as set forth herein. Employee further waives Employee's right to pursue claims against the Company on a class or collective basis. Except as expressly provided in this Section 17, Employee and the Company agree that the arbitrator shall have the power and authority to interpret this Agreement and to determine whether a certain dispute or claim is subject to arbitration under this Agreement. Pursuant to The Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, however, the Parties agree that only a court shall determine whether a claim relates to a "sexual assault dispute" or a "sexual harassment dispute" (as those terms are defined in the statute) and is therefore not subject to arbitration. Except in the case of claims that may relate to a "sexual harassment dispute" or "sexual assault dispute," the power and authority to determine arbitrability is hereby expressly delegated to the appointed arbitrator and not to any judge or court to the fullest extent allowed by law. The Parties agree that any arbitration pursuant to this Section 17 is to remain confidential, except for any proceeding to confirm or vacate an arbitration award.

18. Attorney Fees. In any action to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, in each case as determined by the court, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees, and legal expenses, in addition to any other relief to which such party may be entitled and as may be fixed by the court.

19. Binding Against Heirs. This Agreement, including the terms and provisions thereof, shall bind and benefit the Parties; their officers, agents, and employees; any parent, subsidiary, or affiliated companies thereof; any individuals signatory hereto and their heirs and executors; and any authorized successors, legal representatives, and permitted assigns of any of the foregoing.

20. Non-Waiver. No failure to exercise or enforce or delay in exercising or enforcing, or partial exercise or enforcement of, any right, obligation or commitment under this Agreement shall constitute a waiver thereof, nor shall it preclude any other or further exercise or enforcement of any right, obligation or commitment under this Agreement.

21. No Admission of Liability. The Parties hereto acknowledge and agree that this Agreement does not constitute an admission of liability by any party and that each party denies liability to any other party.

22. Signature by Counterparts. This Agreement may be executed in one or more counterpart(s), each of which is deemed an original, all of which together constitute one and the same agreement and shall be valid and enforceable as an original as though all original signatures had been obtained on the same signature page of this Agreement.

23. Withholding. Employee acknowledges that all payments to her pursuant to this Agreement shall be subject to all applicable taxes and withholdings and reported on a Form W-2.

[Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed the foregoing Agreement as of the date first written above.

| **EMPLOYEE** | | **BEYOND, INC.** | |
|---|---|---|---|
| | _____ | By: | _____ |
| Print Name: | Chandra Holt | Print Name: | _____ |
| Date: | _____ | Title: | _____ |
| | | Date: | _____ |

**EXHIBIT A**

**CONFIDENTIALITY AGREEMENTS**

[Attached]

**Exhibit 10.4**

**BEYOND, INC.**
**RESTRICTED STOCK UNIT GRANT NOTICE**
**(2005 Equity Incentive Plan)**

Beyond, Inc. (the "Company"), pursuant to its Amended and Restated 2005 Equity Incentive Plan as may be amended and/or restated from time to time (the "Plan"), hereby grants to the participant under the Plan (the "Participant") restricted stock units ("RSUs") constituting the right to purchase the number of shares of the Company's common stock (the "Common Stock" or "BYON") set forth below (the "Award"). This Award is subject to all of the terms and conditions as set forth in this Restricted Stock Unit Grant Notice (the "Grant Notice"), the Restricted Stock Unit Agreement attached hereto and the Plan, a copy of which has previously been furnished to the Participant, all of which are incorporated herein in their entirety.

| | |
|---|---|
| Participant: | [Name] |
| Date of Grant: | [Date] |
| Number of RSUs Awarded to Participant: | [# of Shares] |
| Purchase Price per Share: | $0.0001 |
| Total Purchase Price: | $[Total] |
| Vesting Schedule: | [Participant will vest in [vest percentage] of the RSUs awarded by this Agreement at the close of business on [date or dates], subject to the provisions of the Restricted Stock Unit Agreement attached hereto and the Plan.]. |
| Payment: | As described in the Restricted Stock Unit Agreement, the par value for the shares must be paid in cash, by check or as consideration for past services to the Company. |

*Additional Terms/Acknowledgements:* The undersigned Participant acknowledges receipt of and understands and agrees to the terms and conditions of this Grant Notice, the Restricted Stock Unit Agreement, and the Plan, and agrees that his or her signature of this Grant Notice shall also be deemed his or her signature of the attached Restricted Stock Unit Agreement. Participant further acknowledges that as of the Date of Grant, this Grant Notice, the Restricted Stock Unit Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the matters addressed herein and therein and supersede all prior oral and written agreements relating thereto, with the exception of any other awards previously granted and delivered to Participant under the Plan.

**Beyond, Inc.**

_____
By:

Title:

**Participant**

Print Name: _____

_____
Signature

Date: _____

**BEYOND, INC.**
**RESTRICTED STOCK UNIT AGREEMENT**
**(2005 Equity Incentive Plan)**

1. Grant. The Company hereby grants to the Participant named in the Restricted Stock Unit Grant Notice attached hereto an award of Restricted Stock Units ("RSUs"), as set forth in the Restricted Stock Unit Grant Notice and subject to the terms and conditions in this Agreement and the Company's 2005 Equity Incentive Plan (the "Plan"). When the Shares are issued pursuant to RSUs which vest in accordance with the terms hereof, the par value per Share will be deemed paid by the Participant as a result of services rendered by the Participant prior to the applicable vesting date. Terms used but not defined herein have the meanings given them in the Plan.

2. Company's Obligation. Each RSU represents the right to receive one Share on the vesting date of that RSU. Unless and until the RSUs vest, the Participant will have no right to receive any Shares under such RSUs. Prior to actual distribution of Shares pursuant to any vested RSUs, such RSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

3. Vesting Schedule. Subject to paragraph 4, the Participant will vest in the RSUs awarded by this Agreement according to the vesting schedule specified in the Restricted Stock Unit Grant Notice.

4. Administrator Discretion. The Administrator, in its discretion, may accelerate the vesting of any or all of the RSUs at any time, subject to the terms of the Plan. If so accelerated, such RSUs will be considered as having vested as of the date specified by the Administrator.

5. Forfeiture upon Termination as Service Provider. Except as otherwise determined by the Administrator, if the status of the Participant as a Service Provider is terminated for any reason or no reason prior to vesting, the unvested RSUs awarded by this Agreement will thereupon terminate and be forfeited at no cost to the Company and without any payment to the Participant.

6. Payment upon Vesting. Any RSUs that vest will be paid to the Participant (or in the event of the Participant's death, to his or her estate or designated beneficiaries) in Shares within ten (10) days following the date those RSUs vest in accordance with the vesting schedule set forth in the Restricted Stock Unit Grant Notice or as soon thereafter as practicable, subject to the tax withholding provisions of paragraph 8. For each RSU that vests, the Participant will receive one Share. In no event shall the Shares be issued later than the fifteenth (15th) day of the third (3rd) calendar month following the calendar year in which such RSUs vest. Notwithstanding anything herein to the contrary, the Participant shall not be permitted, directly or indirectly, to designate the taxable year in which the Shares shall be issued.

7. Payments after Death. Any distribution or delivery of Shares to be made to the Participant in accordance with the provisions of this Agreement will, if the Participant is then deceased, be made to the administrator or executor of the Participant's estate or the designated beneficiary or beneficiaries of the RSUs. The Shares shall be issued on the issuance date determined in accordance with the provisions of paragraph 6. Any such administrator, executor or beneficiary must furnish the Company with (a) written notice of his or her status as such and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer. The Participant may make a beneficiary designation with respect to the RSUs by filing the appropriate form with the Administrator or its designate

8. Adjustment in Shares. Should any event described in Section 16(a) of the Plan occur, then equitable adjustments shall be made by the Administrator to the total number and/or class of securities issuable pursuant to this Award as permitted by the Plan. Such adjustments shall be made in such manner as the Administrator deems appropriate so as to prevent dilution or enlargement of the benefits intended to be made available hereunder.

9. Withholding of Taxes. When the Shares are issued as payment for vested RSUs, the Company will withhold a portion of the Shares that have an aggregate Fair Market Value sufficient to pay the minimum federal, state and local income, employment and any other applicable taxes required to be withheld by the Company or such higher withholding rate as may be determined by the Company, which rate shall in no event exceed the maximum individual statutory tax rate in the applicable jurisdiction at the time of such withholding (or such other rate as may be required to avoid adverse accounting consequences), unless the Company, in its sole discretion, either requires or otherwise permits the Participant to make alternate arrangements satisfactory to the Company for such withholdings in advance of the arising of any withholding obligations. The number of Shares withheld pursuant to the prior sentence will be rounded up to the nearest whole Share, with no cash payment due the Participant for the value of any Share withheld in excess of the tax obligation as a result of such rounding. Notwithstanding any contrary provision of this Agreement, no Shares will be issued unless and until satisfactory arrangements (as determined by the Company) have been made by the Participant with respect to the payment of any income and other taxes which the Company determines must be withheld or collected with respect to such Shares. In addition, and to the maximum extent permitted by law, the Company (or the employing Subsidiary) has the right to retain without notice from salary or other amounts payable to the

Participant, cash having a sufficient value to satisfy any tax withholding obligations that the Company determines cannot be satisfied through the withholding of otherwise deliverable Shares. All income and other taxes related to the RSU award, and any Shares delivered in payment thereof are the sole responsibility of the Participant. By accepting this RSU award, the Participant expressly consents to the withholding of Shares and to any additional cash withholding as provided for in this paragraph 9.

10. Rights as Stockholder. Neither the Participant nor any person claiming under or through the Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares are issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to the Participant or Participant's broker.

11. No Right to Employment. The Participant's employment or other Service Provider status with the Company and its Subsidiaries is on an at-will basis only. Accordingly, the terms of the Participant's employment or other Service Provider status with the Company and its Subsidiaries will be determined from time to time by the Company or the Subsidiary employing or retaining the Participant (as the case may be), and the Company or the Subsidiary will have the right, which is hereby expressly reserved, to terminate or change the terms of the employment or service relationship of the Participant at any time for any reason whatsoever, with or without good cause or notice.

12. Address for Notices. Any notice to be given to the Company under the terms of this Agreement must be addressed to the Company at 799 W. Coliseum Way, Midvale, Utah 84047, Attn: Stock Administration, or at such other address as the Company may hereafter designate in writing or electronically. Any notice to be given to Participant shall be addressed to Participant at the address most recently found in the Company's personnel records.

13. Grant Not Transferable. Except to the limited extent provided in paragraph 7, this grant and the rights and privileges conferred hereby shall not be transferred, assigned, pledged, or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this grant, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this grant and the rights and privileges conferred hereby immediately will become null and void.

14. Restrictions on Sale of Securities. Subject to the provisions of paragraph 16, the Company shall use its reasonable efforts to assure that the offering of Shares to be issued in payment of the vested RSUs is registered under the federal securities laws or qualifies for an available exemption from such registration requirements. However, any sale of any Shares by the Participant will be subject to the Company's Insider Trading Policy as amended from time to time and any other policies adopted by the Company relating to the sale of Company Common Stock and any market blackout-period that may be imposed by the Company. Further, the Participant is solely responsible for ensuring that any sale complies with all applicable securities laws.

15. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

16. Additional Conditions to Issuance of Stock. If at any time the Company determines, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to the Participant (or his or her estate or beneficiary), such issuance will not occur unless and until such listing, registration, qualification, consent or approval have been effected or obtained, free of any conditions not acceptable to the Company. The Company will make all reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority. In no event, however, shall any Shares be issued in contravention of applicable federal and state securities laws or other regulatory requirements.

17. Plan Governs. This Agreement and the Restricted Stock Unit Grant Notice are subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement or the Restricted Stock Unit Grant Notice and one or more provisions of the Plan, the provisions of the Plan will govern.

18. Administrator Authority. The Administrator will have the power to interpret the Plan and this Agreement and the Restricted Stock Unit Grant Notice and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any RSUs have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company, and all other persons. No member of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, the Restricted Stock Unit Grant Notice, or this Agreement.

19. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

20. Agreement Severable. In the event that any provision in this Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

21. Modifications to the Agreement. This Agreement constitutes the entire understanding of the parties regarding the subjects covered. The Participant expressly warrants that he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Agreement, the Company reserves the right to amend this Agreement as it deems necessary or advisable, in its sole discretion and without the consent of the Participant, to comply with applicable law, including without limitation Section 409A of the Code or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code prior to the actual payment of Shares pursuant to this RSU award.

22. Amendment, Suspension or Termination of the Plan. By accepting this RSU award, the Participant expressly warrants that he or she has received a right to purchase stock under the Plan, and has received, read, and understood a description of the Plan. The Participant understands that the Plan is discretionary in nature and may be modified, suspended, or terminated by the Company at any time.

23. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any notices required or permitted hereunder or under the Plan and any documents related to RSUs awarded under the Plan or future RSUs that may be awarded under the Plan by electronic means or request the Participant's consent to participate in the Plan by electronic means. By accepting this RSU award, the Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company

24. Notice of Governing Law. This RSU award shall be governed by, and construed in accordance with, the laws of the State of Utah without regard to principles of conflict of laws.

25. Section 409A. Payments under this Agreement are intended to be exempt from, or comply with, the provisions of Section 409A of the Internal Revenue Code of 1986 ("Section 409A") and this Agreement shall be administered and construed accordingly. If any payment, compensation or other benefit provided to the Participant in connection with his or her employment termination is determined, in whole or in part, to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Participant is a specified employee as defined in Section 409A(2)(B)(i), no part of such payments shall be paid unless Participant's termination is also his or her "separation from service" (as defined in Section 409A) and no part of such payments shall be paid before the day that is six (6) months plus one (1) day after the date of termination (the "New Payment Date"). The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of termination and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date. For purposes of Section 409A, all payments with respect to the RSUs are hereby designated as separate payments from any other payments or benefits to which the Participant is entitled (whether under the Plan, any other agreement, or any non-qualified deferred compensation or arrangement to which the Participant is a party or in which the Participant is a participant).

**Exhibit 31.1**

**CERTIFICATION**

I, David J. Nielsen, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Beyond, 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.

Date: July 31, 2024

/s/ DAVID J. NIELSEN
David J. Nielsen
President
(Principal Executive Officer)

**Exhibit 31.2**

**CERTIFICATION**

I, Adrianne B. Lee, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Beyond, 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.

Date: July 31, 2024

/s/ ADRIANNE B. LEE

Adrianne B. Lee
Chief Financial & Administrative Officer
(Principal Financial Officer and Principal Accounting Officer)

**Exhibit 32.1**

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER**

**PURSUANT TO**

**18 U.S.C. SECTION 1350,**

**AS ADOPTED PURSUANT TO**

**SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, David J. Nielsen, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, as amended, that the Quarterly Report on Form 10-Q of Beyond, Inc. for the quarter ended June 30, 2024 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that information contained in such Report fairly presents in all material respects the financial condition and results of operations of Beyond, Inc.

Date: July 31, 2024

/s/ DAVID J. NIELSEN

David J. Nielsen
President
(Principal Executive Officer)

**Exhibit 32.2**

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER**

**PURSUANT TO**

**18 U.S.C. SECTION 1350,**

**AS ADOPTED PURSUANT TO**

**SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Adrianne B. Lee, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, as amended, that the Quarterly Report on Form 10-Q of Beyond, Inc. for the quarter ended June 30, 2024 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that information contained in such Report fairly presents in all material respects the financial condition and results of operations of Beyond, Inc.

Date: July 31, 2024

/s/ ADRIANNE B. LEE

Adrianne B. Lee
Chief Financial & Administrative Officer
(Principal Financial Officer and Principal Accounting Officer)