

REFINITIV

# DELTA REPORT

## 10-Q

DTC - SOLO BRANDS, INC.  
10-Q - JUNE 30, 2024 COMPARED TO 10-Q - MARCH 31, 2024

The following comparison report has been automatically generated

TOTAL DELTAS	1137
<div>CHANGES</div>	144
<div>DELETIONS</div>	362
<div>ADDITIONS</div>	631

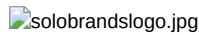
UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-Q  
(Mark One)

- ☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the quarterly period ended **March 31, 2024** **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 001-40979

Solo Brands, Inc.

(Exact Name of Registrant as Specified in its Charter)



Delaware	87-1360865
State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification No.
1001 Mustang Dr.	
Grapevine, TX	76051
Address of Principal Executive Offices	Zip Code

(817) 900-2664  
Registrant's Telephone Number, Including Area Code

Not applicable  
(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.001 par value per share	DTC	New York Stock Exchange

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

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

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

Large accelerated filer ☐

Accelerated filer ☒

Non-accelerated filer ☐

Smaller reporting company ☐

Emerging growth company ☒

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

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

As of **May 6, 2024** **August 5, 2024**, there were **58,196,741** **58,547,753** shares of the registrant's Class A common stock, \$0.001 par value per share, outstanding and **33,071,063** **33,082,285** shares of the registrant's Class B common stock, \$0.001 par value per share, outstanding.

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## SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q (this "Quarterly Report") contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements other than statements of historical facts contained in this Quarterly Report may be forward-looking statements. In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "expects," "plans," "anticipates," "could," "intends," "targets," "projects," "contemplates," "believes," "estimates," "forecasts," "predicts," "potential" or "continue" or the negative of these terms or other similar expressions. Forward-looking statements contained in this Quarterly Report include, but are not limited to, statements regarding our future results of operations and financial position, macroeconomic conditions, industry and business trends, business strategy, plans, market growth and our objectives for future operations.

The forward-looking statements in this Quarterly Report are only predictions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. Forward-looking statements involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements, including, but not limited to, our ability to maintain and strengthen our brand to generate and maintain ongoing demand for our products, our ability to successfully design and develop new products, our ability to effectively manage our growth and accurately forecast demand for our products or our results of operations, our ability to maintain a successful marketing strategy

with existing and future customers, our reliance on third-party manufacturers and the cooperation of our suppliers, our ability to cost-effectively attract new customers and retain our existing customers; our failure to maintain product quality and product performance at an acceptable cost, fluctuations in the cost and availability of raw materials, equipment, labor, and transportation, which could cause manufacturing delays or increase our costs, our collection, use, storage, disclosure, transfer and other processing of personal information, which could give rise to significant costs and liabilities, the impact of product liability and warranty claims and product recalls; the highly competitive market in which we operate, business interruptions resulting from geopolitical-conflict on the global economy, energy supplies and raw materials, problems with, or loss of, our suppliers or an inability to obtain raw materials, the ability of our stockholders to influence corporate matters, additional costs and risks associated with our adoption of environmental, social and governance (“ESG”) initiatives and frameworks, **our ability to remediate the material weakness we have identified and the timing thereof**, and the important factors discussed in Part I, Item 1A. “Risk Factors” in the Annual Report on Form 10-K for the year ended December 31, 2023 (“2023 Form 10-K”) filed with the Securities and Exchange Commission (the “SEC”) on March 14, 2024, **as amended by Amendment No. 1 on Form 10-K/A that was filed with the SEC on May 9, 2024 (as amended, the “2023 Form 10-K”),** and in Part II, Item 1A. “Risk Factors” in this Quarterly Report, as any such factors may be updated from time to time in its other filings with the SEC. The forward-looking statements in this Quarterly Report are based upon information available to us as of the date of this Quarterly Report, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

You should read this Quarterly Report and the documents that we reference in this Quarterly Report and have filed as exhibits to this Quarterly Report with the understanding that our actual future results, performance and achievements may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements. These forward-looking statements speak only as of the date of this Quarterly Report. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained in this Quarterly Report, whether as a result of any new information, future events or otherwise.

WHERE YOU CAN FIND MORE INFORMATION

We may use our website as a distribution channel of material information about the Company including through press releases, investor presentations, and notices of upcoming events. We intend to utilize the investor relations section of our website at <https://investors.solobrand.com> as a channel of distribution to reach public investors and as a means of disclosing material non-public information for complying with disclosure obligations under Regulation FD. We also intend to use certain social media channels, including, but not limited to, X (formerly Twitter), Facebook, Instagram and LinkedIn, as a means of communicating with the public, our customers and investors about our Company, our products, and other matters. While not all the information that the Company posts to its website and brand-related social media channels may be deemed to be of a material nature, some information may be, and we therefore encourage investors, the media, and others interested in our Company to review the information we make public in these locations.

All periodic and current reports, registration statements and other filings that we have filed or furnished to the SEC, including our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) of the Exchange Act, are available free of charge from the SEC’s website ([www.sec.gov](http://www.sec.gov)) and on our website at <https://investors.solobrand.com>. Such documents are available as soon as reasonably practicable after electronic filing of the material with the SEC.

Any reference to our website or social media channels does not constitute incorporation by reference of the information contained on or available through our website, and you should not consider such information to be a part of the periodic and current reports, registration statements or other filings that we file or furnish with the SEC from time to time.

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

SOLO BRANDS, INC.  
Consolidated Balance Sheets  
(Unaudited)

(In thousands, except par value and per unit data)	(In thousands, except par value and per unit data)	March 31, 2024	December 31, 2023	(In thousands, except par value and per unit data)	June 30, 2024	December 31, 2023
ASSETS						
Current assets						
Current assets						
Current assets						
Cash and cash equivalents						
Cash and cash equivalents						
Cash and cash equivalents						
Accounts receivable, net of allowance for credit losses of \$1.1 million and \$1.5 million as of March 31, 2024 and December 31, 2023, respectively						
Accounts receivable, net of allowance for credit losses of \$0.9 million and \$1.5 million as of June 30, 2024 and December 31, 2023, respectively						

Inventory						
Prepaid expenses and other current assets						
Total current assets	Total current assets	191,646	196,073	Total current assets	187,616	196,073
<b>Non-current assets</b>						
Property and equipment, net						
Property and equipment, net						
Property and equipment, net						
Intangible assets, net						
Goodwill						
Operating lease right-of-use assets						
Other non-current assets						
Total non-current assets	Total non-current assets	456,628	463,245	Total non-current assets	454,385	463,245
Total assets	Total assets	\$ 648,274	\$ 659,318	Total assets	\$ 642,001	\$ 659,318
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>						
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>						
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>						
<b>Current liabilities</b>						
<b>Current liabilities</b>						
<b>Current liabilities</b>						
Accounts payable						
Accounts payable						
Accounts payable						
Accrued expenses and other current liabilities						
Deferred revenue						
Deferred revenue						
Deferred revenue						
Current portion of long-term debt						
Total current liabilities	Total current liabilities	68,500	88,561	Total current liabilities	75,327	88,561
<b>Non-current liabilities</b>						
Long-term debt, net						
Long-term debt, net						
Long-term debt, net						
Deferred tax liability						
Operating lease liabilities						
Other non-current liabilities						
Total non-current liabilities	Total non-current liabilities	217,335	198,494	Total non-current liabilities	206,927	198,494
<b>Commitments and contingencies (Note 1)</b>						
<b>Commitments and contingencies (Note 1)</b>						
<b>Commitments and contingencies (Note 1)</b>						
<b>Shareholders' equity</b>						
<b>Shareholders' equity</b>						
<b>Shareholders' equity</b>						
Class A common stock, par value \$0.001 per share; 468,767,205 shares authorized, 58,160,838 shares issued and outstanding as of March 31, 2024; 468,767,205 shares authorized, 57,947,711 issued and outstanding as of December 31, 2023						



Gross profit
Gross profit
Gross profit
Operating expenses
Operating expenses
Operating expenses
Selling, general & administrative expenses
Selling, general & administrative expenses
Selling, general & administrative expenses
Depreciation and amortization expenses
Depreciation and amortization expenses
Depreciation and amortization expenses
Other operating expenses
Other operating expenses
Other operating expenses
Total operating expenses
Total operating expenses
Total operating expenses
Income (loss) from operations
Income (loss) from operations
Income (loss) from operations
Non-operating (income) expense
Non-operating (income) expense
Non-operating (income) expense
Interest expense, net
Interest expense, net
Interest expense, net
Other non-operating (income) expense
Other non-operating (income) expense
Other non-operating (income) expense
Total non-operating (income) expense
Total non-operating (income) expense
Total non-operating (income) expense
Income (loss) before income taxes
Income (loss) before income taxes
Income (loss) before income taxes
Income tax expense (benefit)
Income tax expense (benefit)
Income tax expense (benefit)
Net income (loss)
Net income (loss)
Net income (loss)
Less: net income (loss) attributable to noncontrolling interests
Less: net income (loss) attributable to noncontrolling interests
Less: net income (loss) attributable to noncontrolling interests
Net income (loss) attributable to Solo Brands, Inc.
Net income (loss) attributable to Solo Brands, Inc.
Net income (loss) attributable to Solo Brands, Inc.
Other comprehensive income (loss)
Other comprehensive income (loss)
Other comprehensive income (loss)

Foreign currency translation, net of tax									
Foreign currency translation, net of tax									
Foreign currency translation, net of tax									
Comprehensive income (loss)									
Comprehensive income (loss)									
Comprehensive income (loss)									
Less: other comprehensive income (loss) attributable to noncontrolling interests									
Less: other comprehensive income (loss) attributable to noncontrolling interests									
Less: other comprehensive income (loss) attributable to noncontrolling interests									
Less: net income (loss) attributable to noncontrolling interests									
Less: net income (loss) attributable to noncontrolling interests									
Less: net income (loss) attributable to noncontrolling interests									
Comprehensive income (loss) attributable to Solo Brands, Inc.									
Comprehensive income (loss) attributable to Solo Brands, Inc.									
Comprehensive income (loss) attributable to Solo Brands, Inc.									
Net income (loss) per Class A common stock									
Net income (loss) per Class A common stock									
Net income (loss) per Class A common stock									
Basic									
Basic									
Basic	\$	(0.05)	\$	0.12	\$	(0.11)	\$	0.13	
Diluted	Diluted	\$	(0.05)	\$	0.12	\$	(0.11)	\$	0.13
Diluted									
Diluted									
Weighted-average Class A common stock outstanding									
Weighted-average Class A common stock outstanding									
Weighted-average Class A common stock outstanding									
Basic									
Basic									
Basic									
Diluted									
Diluted									
Diluted									

See Notes to Consolidated Financial Statements (Unaudited)

SOLO BRANDS, INC. Consolidated Statements of Cash Flows (Unaudited)				
(In thousands)	Three Months Ended March 31,		Six Months Ended June 30,	
	(In thousands) 2024	2023	(In thousands) 2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:				
Net income (loss)				
Net income (loss)				
Net income (loss)				
Adjustments to reconcile net income (loss) to net cash (used in) provided by operating activities				
Depreciation and amortization				
Depreciation and amortization				
Depreciation and amortization				



Operating lease right-of-use assets expense
Equity-based compensation
Equity-based compensation
Equity-based compensation
Deferred income taxes
Deferred income taxes
Deferred income taxes
Amortization of debt issuance costs
Changes in accounts receivable reserves
Change in fair value of contingent consideration
Amortization of debt issuance costs
Loss (gain) on disposal of property and equipment
Warranty provision
Changes in accounts receivable reserves
Changes in assets and liabilities
Changes in assets and liabilities
Changes in assets and liabilities
Accounts receivable
Accounts receivable
Accounts receivable
Inventory
Prepaid expenses and other current assets
Accounts payable
Accrued expenses and other current liabilities
Deferred revenue
Operating lease ROU assets and liabilities
Other non-current assets and liabilities
Net cash (used in) provided by operating activities
Net cash (used in) provided by operating activities
Net cash (used in) provided by operating activities
CASH FLOWS FROM INVESTING ACTIVITIES:
Capital expenditures
Capital expenditures
Capital expenditures
Acquisitions, net of cash acquired
Net cash (used in) provided by investing activities
Acquisitions, net of cash acquired
Net cash (used in) provided by investing activities
Acquisitions, net of cash acquired
Net cash (used in) provided by investing activities
CASH FLOWS FROM FINANCING ACTIVITIES:
Proceeds from long-term debt
Proceeds from long-term debt
Proceeds from long-term debt
Repayments of long-term debt
Distributions to non-controlling interests
Common stock repurchases
Distributions to non-controlling interests
Common stock repurchases
Common stock repurchases
Distributions to non-controlling interests
Surrender of stock to settle taxes on restricted stock awards

Surrender of stock to settle taxes on restricted stock awards  
Surrender of stock to settle taxes on restricted stock awards

Stock issued under employee stock purchase plan

Net cash (used in) provided by financing activities

Net cash (used in) provided by financing activities

Net cash (used in) provided by financing activities

Effect of exchange rate changes on cash

Net change in cash and cash equivalents

Cash and cash equivalents balance, beginning of period

Cash and cash equivalents balance, end of period

SUPPLEMENTAL NONCASH INVESTING AND FINANCING DISCLOSURES:

SUPPLEMENTAL NONCASH INVESTING AND FINANCING DISCLOSURES:

SUPPLEMENTAL NONCASH INVESTING AND FINANCING DISCLOSURES:

Operating lease right of use assets obtained in exchange for lease obligations

Operating lease right of use assets obtained in exchange for lease obligations

Operating lease right of use assets obtained in exchange for lease obligations

See Notes to Consolidated Financial Statements (Unaudited)

SOLO BRANDS, INC.  
Consolidated Statements of Equity  
(Unaudited)

Class A Common  
Stock

(In thousands)

(In thousands)

(In thousands)

(In thousands)		Shares	Amount	Shares	Amount	Additional Paid-in Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Non- controlling Interest	Total Shareholders' Equity	Shares	Amount	Shares	Amount	
Balance at December 31, 2023	Balance at December 31, 2023	57,948	\$ 58	33,048	\$ 33	\$ 357,385	\$ (115,458)	\$ (230)	\$ (526)	\$ 131,001	\$ 372,263	Balance at December 31, 2023	57,948	\$ 58	33,048	\$

Net income  
(loss)

Equity-based  
compensation

Equity-based  
compensation,  
net of income  
tax expense  
(benefit)

Other comprehensive  
income (loss)

Other comprehensive  
income (loss)

Other comprehensive  
income (loss)

Tax  
distributions to  
non-  
controlling  
interests

Surrender of stock to  
settle taxes on equity  
awards

Surrender of stock to  
settle taxes on equity  
awards

Surrender of stock to  
settle taxes on equity  
awards

Vested equity-based  
compensation and re-  
allocation of ownership  
percentage

Vested equity-based  
compensation and re-  
allocation of ownership  
percentage

Vested equity-based  
compensation and re-  
allocation of ownership  
percentage

**Balance at  
March 31, 2024**

Net income  
(loss)

Equity-based  
compensation,  
net of income  
tax expense  
(benefit)

Other comprehensive  
income (loss)

Other comprehensive  
income (loss)

Other comprehensive  
income (loss)

Tax  
distributions to  
non-  
controlling  
interests

Employee  
stock  
purchase plan

Surrender of stock to  
settle taxes on equity  
awards

Surrender of stock to  
settle taxes on equity  
awards

Surrender of stock to  
settle taxes on equity  
awards

Vested equity-based  
compensation and re-  
allocation of ownership  
percentage

Vested equity-based compensation and re-allocation of ownership percentage

Vested equity-based compensation and re-allocation of ownership percentage

Balance at June 30, 2024

See Notes to Consolidated Financial Statements (Unaudited)

SOLO BRANDS, INC.  
Consolidated Statements of Equity  
(Unaudited)

Class A Common Stock											
(In thousands)											
(In thousands)											
(In thousands)											
	Shares	Amount	Shares	Amount	Additional Paid-in Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Non-controlling Interest		
Balance at December 31, 2022	Balance at December 31, 2022	63,651	\$ 64	32,158	\$ 32	\$ 358,118	\$ 5,746	\$ (499)	\$ (35)	\$ 211,571	
Net income (loss)											
Equity-based compensation											
Equity-based compensation, net of income tax expense (benefit)											
Other comprehensive income (loss)											
Tax distributions to non-controlling interests											
Vested equity-based compensation and re-allocation of ownership percentage											
Vested equity-based compensation and re-allocation of ownership percentage											
Vested equity-based compensation and re-allocation of ownership percentage											
Balance at March 31, 2023		38	—	—	227	227	—	—	(829)	—	829

Net income (loss)									
Equity-based compensation, net of income tax expense (benefit)									
Other comprehensive income (loss)									
Tax distributions to non-controlling interests									
Employee stock purchase plan									
Common stock repurchase	(5,639)	—	—	—	19,888	—	(28,479)	—	(
Treasury stock retirement	—	(6)	—	—	(28,022)	—	28,028		—
Surrender of stock to settle taxes on equity awards	—	—	—	—	52		—		52
Vested equity-based compensation and re-allocation of ownership percentage	216	—	225	1	(13,115)		—	13,116	2
<b>Balance at June 30, 2023</b>									

See Notes to Consolidated Financial Statements (Unaudited)

**SOLO BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
*(Unaudited)*

**NOTE 1 – Significant Accounting Policies**

Included below are selected significant accounting policies. Refer to Note 2 - Significant Accounting Policies, within the annual consolidated financial statements in the Company's 2023 Form 10-K for the full list of significant accounting policies.

***Basis of Presentation***

The unaudited consolidated financial statements contained herein have been prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP") and the rules of the SEC. The unaudited consolidated financial statements include those of our wholly-owned and majority-owned subsidiaries and the entity consolidated under the variable interest entity model. Intercompany balances and transactions are eliminated in consolidation. These unaudited consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements included in the 2023 Form 10-K. Certain prior period amounts have been conformed to the current period's presentation.

***Use of Estimates***

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, and expenses during the reporting period and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates and assumptions about future events and their effects cannot be made with certainty. Estimates may change as new events occur when additional information becomes available and if the operating environment changes. Actual results could differ from estimates.

***Commitments and Contingencies***

From time to time, the Company is involved in various legal proceedings that arise in the normal course of business. While the Company intends to prosecute and defend any lawsuit vigorously, the Company presently believes that the ultimate outcome of any currently pending legal proceeding will not have any material adverse effect on its financial position, cash flows, or results of operations. However, litigation is subject to inherent uncertainties and unfavorable rulings could occur. An unfavorable ruling could include monetary damages, which could impact the Company's business and the results of operations for the period in which the ruling occurs or future periods. Based on the information available, the Company evaluates the likelihood of potential outcomes. The Company records the appropriate liability when the amount is deemed probable and reasonably estimable. In addition, the Company does not accrue for estimated legal fees and other directly related costs **as because** they are expensed as incurred. The Company is not currently a party to any pending litigation that it considers material. Therefore, the consolidated balance sheets do not include a liability for any potential obligations as of **March 31, 2024** **June 30, 2024** and December 31, 2023.

## Recently Adopted Accounting Pronouncements

In October 2021, the FASB issued ASU 2021-08, Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers. The ASU requires that an acquirer recognize and measure contract assets and liabilities acquired in a business combination in accordance with ASU 2014-09, Revenue from Contracts with Customers (Topic 606) in order to align the recognition of a contract liability with the definition of a performance obligation. We adopted ASU 2021-08 in the first quarter of 2024 and the Company for all periods subsequent to adoption, will evaluate the impact of this ASU on any future recognize and measure contract assets and liabilities acquired in a business combinations the Company may enter into, combination in accordance with Topic 606, for which recognition and measurement would have occurred under Topic 805 prior to adoption.

## Recently Issued Accounting Pronouncements - Not Yet Adopted

In November 2023, the FASB issued ASU 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures. The ASU amended the existing segment reporting requirements by requiring disclosure of the significant segment expenses based on how management internally views segment information and by allowing the disclosure of more than one measure of segment profit or loss, as well as by expanding the interim period segment requirements. The ASU also requires single-reportable segment entities to report the disclosures required under Topic 280. The guidance is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. The adoption of this standard is not expected to have a material impact on the Company's consolidated financial statements, but will require certain additional disclosures, disclosures when adopted in the Company's 2024 Form 10-K.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, that requires presentation of specific categories of reconciling items, as well as reconciling items that meet a quantitative threshold, in the reconciliation between the income tax provision and the income tax provision using statutory tax rates. The ASU also requires disclosure of income taxes paid disaggregated by jurisdiction with separate disclosure of income taxes paid to individual jurisdictions that meet a quantitative threshold. The amendments in this accounting standard are effective for fiscal years beginning after December 15, 2024, on a prospective basis. Early adoption and retrospective application are permitted. The adoption of this standard is not expected to have a material impact on the Company's consolidated financial statements, but will require certain additional disclosures.

## NOTE 2 – Revenue

The Company principally engages in (1) direct-to-consumer ("DTC") transactions, which are primarily comprised of product sales directly from the Company's websites, and (2) business-to-business transactions, or wholesale, retail, which are comprised of product sales to retailers, including where possession of the Company's products is taken and sold by the retailer in-store or online.

The following table disaggregates net sales by channel:

		Three Months Ended March 31,									
		Three Months Ended March 31,									
		Three Months Ended March 31,									
				Three Months Ended June 30,		Six Months Ended June 30,					
		2024		2024		2023		2024		2023	
		2024									
		2024									
Net sales by channel											
Net sales by channel											
Net sales by channel											
Direct-to-consumer											
Direct-to-consumer											
Direct-to-consumer		\$ 98,770		\$	99,650	\$	149,813	\$	154,400		
Wholesale											
Retail											
Wholesale											
Retail											
Wholesale											
Retail											
Net sales											
Net sales											
Net sales		\$ 131,550		\$	130,927	\$	216,874	\$	219,134		

		June 30, 2024		December 31, 2023	
Finished products on hand	Finished products on hand	\$ 94,545	\$ 83,755	Finished products on hand	\$ 76,719 \$ 83,755
Finished products in transit	Finished products in transit	10,177	21,488	Finished products in transit	15,523 21,488 21,488
Raw materials	Raw materials	7,611	6,370	Raw materials	8,538 6,370 6,370
Inventory					
Inventory					
Inventory					

#### NOTE 4 – Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following:

	June 30, 2024	December 31, 2023
Tax receivable	\$ 10,414	\$ 2,619
Non-trade receivables	7,668	8,128
Prepaid marketing	4,578	340
Inventory deposits	3,188	4,961
Insurance	1,295	1,996
Prepaid software	1,211	642
Other	1,604	3,207
Prepaid expenses and other current assets	\$ 29,958	\$ 21,893

#### NOTE 5 – Accrued Expenses and Other Current Liabilities

Significant accrued expenses and other current liabilities were as follows:

		March 31, 2024	December 31, 2023
		June 30, 2024	December 31, 2023
Leases	Leases	\$ 8,035 \$ 7,575	Leases \$ 8,430 \$ 7,575
Marketing	Marketing	6,109 5,936	Marketing 6,367 5,936
Allowance for sales returns		4,583 3,316	
Inventory <sup>(1)</sup>			
Inventory <sup>(1)</sup>			
Inventory <sup>(1)</sup>		5,748 14,780	4,470 14,780
Allowance for sales returns		2,934 3,316	
Payroll		4,344 6,451	
Non-income taxes	Non-income taxes	3,080 5,374	Non-income taxes 4,094 5,374
Shipping costs		1,508 3,747	
Allowance for sales rebates	Allowance for sales rebates	2,199 3,074	Allowance for sales rebates 1,300 3,074
Payroll		1,944 6,451	
Shipping costs		1,217 3,747	
Income taxes	Income taxes	481 2,782	Income taxes 392 2,782
Other			
Other			
Other		2,482 2,120	3,793 2,120
Accrued expenses and other current liabilities	Accrued expenses and other current liabilities	\$34,229 \$55,155	Accrued expenses and other current liabilities \$39,281 \$ 55,155

<sup>(1)</sup> The inventory line item decreased by \$9.0 \$10.3 million as a result of invoices received subsequent to December 31, 2023. The timing differences resulting in relief the late receipt of the accrual and increase to accounts payable on the consolidated balance sheets. invoices as of December 31, 2023 has not recurred in subsequent periods.

#### NOTE 6 – Long-Term Debt, Net

Long-term debt, net consisted of the following:

		Weighted-Average Interest Rate at March 31, 2024	March 31, 2024		December 31, 2023	
		Weighted-Average Interest Rate at June 30, 2024	June 30, 2024		December 31, 2023	
Term loan	Term loan	6.95 %	\$90,000	\$91,250	Term loan	6.93 % \$88,750 \$91,250
Revolving credit facility	Revolving credit facility	6.91 %	82,000	60,000	Revolving credit facility	7.00 % 75,000 60,000 60,000
Unamortized debt issuance costs	Unamortized debt issuance costs		(1,792)	(2,007)	Unamortized debt issuance costs	(2,007) (1,577) (2,007) (2,007)
Total debt, net of debt issuance costs						
Less: current portion of long-term debt	Less: current portion of long-term debt		7,500	6,250	Less: current portion of long-term debt	6,250 8,750 6,250 6,250
Long-term debt, net						

Long-term debt, net approximates fair value and is valued using Level 2 inputs within the fair value hierarchy, as defined in Note 2 - Significant Accounting Policies, in the 2023 Form 10-K. See Note 8 - Fair Value Measurements of this Quarterly Report for more information regarding the fair value considerations for long-term debt, net.

Interest expense related to long-term debt was \$3.1 \$3.6 million and \$2.3 million \$6.7 million for the three and six months ended March 31, 2024 June 30, 2024, respectively, and March 31, 2023, \$2.5 million and \$4.8 million for the corresponding periods in 2023, respectively.

During the three six months ended March 31, 2024 June 30, 2024, the Company made draws of \$22.0 million \$30.0 million and no repayments payments of \$15.0 million under the Revolving Credit Facility. Availability for future draws on the Revolving Credit Facility was \$267.4 million \$274.4 million, net of \$0.6 million of letters of credit issued and outstanding, and \$289.4 million as of March 31, 2024 June 30, 2024 and December 31, 2023, respectively.

The Company was in compliance with all covenants under all credit arrangements as of March 31, 2024 June 30, 2024.

As of March 31, 2024 June 30, 2024, the future maturities of principal amounts of our total debt obligations, excluding finance lease obligations, through maturity and in total, consists of the following:

Years Ending December 31,	Years Ending December 31,	Amount	Years Ending December 31,	Amount
2024 (remaining nine months)				
2024 (remaining six months)				
2025				
2026				
Total				
Total				
Total				

## NOTE 7 – Equity-Based Compensation

Equity-based compensation expense totaled approximately \$1.2 \$1.7 million and \$4.8 million \$2.9 million for the three and six months ended March 31, 2024 June 30, 2024, respectively, and March 31, 2023, \$5.0 million and \$9.8 million for the corresponding periods in 2023, respectively. Our stock options have contractual terms of four to ten years and become exercisable over a three-year period. Expense related to stock options is recognized on a straight-line basis over the vesting period. Expense related to restricted stock units ("RSUs") issued to eligible employees under the Solo Brands, Inc. 2021 Incentive Award Plan (the "Incentive Award Plan") is recognized over the vesting period, generally between three years and four years. Expense related to RSUs granted to non-employee directors under the Incentive Award Plan is recognized on a straight-line basis over the vesting period, with newly appointed non-employee directors grants vesting over a three-year period and grants to continuing non-employee directors vesting over a one-year period. Expense related to performance stock units ("PSUs") is recognized on a straight-line basis from their award date to the end of the performance period, generally two years. Expense related to special performance stock units ("SPSUs") is recognized on a straight-line basis from their award date to the end of the requisite service period of three years. Expense related to the Executive Performance Stock Units ("EPSUs") is recognized over the derived service period.

The following table summarizes equity-based compensation awards granted during the three six months ended March 31, 2024 June 30, 2024:



Number of Shares Granted		Weighted Average Grant-Date Fair Value per Award
(In thousands, except per unit data)	Number of Shares Granted	Weighted Average Grant-Date Fair Value per Award
RSUs		
EPSUs		
SPSUs		

#### Executive Performance Stock Units

In January 2024, the Company granted EPSUs to the Chief Executive Officer ("CEO") under the Incentive Award Plan. The EPSUs are unfunded, unsecured rights to receive, if the Company achieves certain stock price targets (measured as a volume-weighted stock price over 100 consecutive trading days) at any time until the three and half year anniversary of the grant date and the grantee remains an employee of the Company, shares of our Class A common stock or an amount in cash of equal fair market value of a share on the day immediately preceding the settlement date. As the EPSUs contain a market condition, the Company will recognize the full amount of compensation expense regardless of if the stock price targets are **achieved, achieved, but only as long as the grantee remains an employee of the Company.**

In connection with the grant of SPSUs in April 2024, the Company modified the EPSUs previously granted to increase the number of awards granted, lower the stock price targets and change the number of days used for the volume-weighted stock price measure to 30 consecutive trading days.

The EPSUs are divided into four tranches. The fair value of the EPSUs granted in the **three six** months ended **March 31, 2024 were June 30, 2024 was** derived using a Monte Carlo simulation. It was determined that **means mid-points** between \$1.99 to \$2.17 **for the pre-modification awards and \$2.23 to \$2.66 post-modification** were the most reasonable estimate of grant date fair value for each of the four tranches. The grant date fair values of the EPSUs are a non-recurring measurement and are considered a level 3 estimate. See Note 2 - Significant Accounting Policies within the annual consolidated financial statements in the Company's 2023 Form 10-K for additional information about the fair value framework and the levels within. Additionally, due to the full vesting of the awards upon achievement of the stock price target and continued employment, or within 180 days of termination without cause or Good Reason (as defined within the employment agreement filed as Exhibit 10.36 to the 2023 Form 10-K), the period over which compensation expense will be recognized was derived through the same Monte Carlo simulations.

The table below contains the derived service periods **over which compensation expense will be recognized is as follows** for each of the four tranches of EPSUs:

EPSUs' Vesting Tranche	Pre-Modification Derived Service Period	Post-Modification Derived Service Period
First Vesting Tranche	1.37 years	1.16 years
Second Vesting Tranche	1.43 years	1.48 years
Third Vesting Tranche	1.48 years	1.70 years
Fourth Vesting Tranche	1.58 years	1.79 years

In the event the Company incurs a **change Change in control, then Control** (as defined in the Incentive Award Plan), any previously unvested EPSUs will vest based on the price per share received by or payable with respect to the common stockholders in connection with the transaction, pro-rated to reflect a price per share that falls between two stock price goals. EPSUs that remain unvested as of the expiration date or **on upon** the employee's termination **automatically** will be **automatically** forfeited and terminated without consideration.

#### Special Performance Stock Units

In April 2024, the Company granted SPSUs under the Incentive Award Plan. The SPSUs are unfunded, unsecured rights to receive, if the Company achieves certain stock price targets (measured as a volume-weighted stock price over 30 consecutive trading days) at any time until the three year anniversary of the grant date and the grantee remains an employee of the Company, shares of our Class A common stock or an amount in cash of equal fair market value of a share on the day immediately preceding the settlement date. As the SPSUs contain a market condition, the Company will recognize the full amount of compensation expense regardless of if the stock price targets are achieved, but only as long as the grantee remains an employee of the Company.

The SPSUs are divided into three tranches. The fair value of the SPSUs granted in the six months ended June 30, 2024 were derived using a Monte Carlo simulation. It was determined that mid-points between \$1.07 to \$1.43 were the most reasonable estimate of grant date fair value for each of the three tranches. The grant date fair values of the SPSUs are a non-recurring measurement and are considered a level 3 estimate. The SPSUs have a requisite service period of three years over which compensation expense will be recognized.

#### NOTE 8 – Income Taxes

##### Provision for Income Taxes

The **effective income tax rate was 33.0% for the three months ended March 31, 2024, compared Company is subject to 25.0% for the corresponding period in 2023.** The increase for the three months ended March 31, 2024 was primarily due to the reduction of and shift of forecasted income between our partnership and corporate entities.

**Income tax benefit for the three months ended March 31, 2024 was \$3.2 million compared to income tax expense of \$0.3 million in the corresponding period for 2023.** Income taxes represent U.S. federal, federal, state, and local income taxes on the **Company's Company's** allocable share of taxable income of Holdings. The subsidiaries of Holdings are also subject to income taxes in the foreign jurisdictions in which they operate. We are the sole managing member of Holdings, and as a result, consolidate the financial results of Holdings. Holdings is treated as a partnership for U.S. federal and most applicable state and local income tax purposes. As a partnership, Holdings is generally not subject to U.S. federal and certain state and local income taxes. Instead, taxable income or loss is allocated to its members on a pro rata basis. We are subject to U.S. federal income taxes, in addition to state and local income taxes with respect to our allocable share of any taxable income or loss of Holdings, as well as **Oru's** any stand-alone income or loss generated by Solo Brands, Inc. Correspondingly, our forecasted annual effective tax rate ("AETR") was 9.1% as of June 30, 2024.

The effective income tax rate was (200.6)% and **Chubbies' federal** 4.5% for the three and **state tax expense** six months ended June 30, 2024, compared to 18.9% and **foreign tax expense related 19.4%** for the corresponding periods in 2023. The decrease for the three and six months ended June 30, 2024 was primarily driven by a decrease to **international subsidiaries,** the forecasted AETR and the

shift of income to certain corporate subsidiaries within our partnership, a reduction of income attributable to noncontrolling interests, nondeductible compensation and the impacts of other discrete items recorded in the current period.

The weighted-average ownership interest in Holdings was 63.8% and 66.3% 63.8% for the three and six months ended March 31, 2024 June 30, 2024, respectively, and 2023, respectively, 65.1% and 65.7% for the three and six months ended June 30, 2023.

Deferred Tax Assets and Liabilities

As of March 31, 2024 June 30, 2024, the total deferred tax liability related to the basis difference in the Company's investment in Holdings was \$10.1 million \$10.5 million. The total net basis difference currently recorded would reverse upon the eventual sale of its interest in Holdings as a capital gain.

During the three and six months ended March 31, 2024 June 30, 2024, the Company did not recognize any deferred tax assets related to additional tax basis increases generated from expected future payments under the Tax Receivable Agreement, as defined in Note 15 - Income Taxes, to the audited consolidated financial statements included in our 2023 Form 10-K.

The Company evaluates the realizability of its deferred tax assets on a quarterly basis and establishes valuation allowances when it is more likely than not that all or a portion of a deferred tax asset may not be realized. As of March 31, 2024 June 30, 2024, the Company concluded, based on the weight of all available positive and negative evidence, that all of the partnership deferred tax assets related to Holdings are more likely than not to be realized. During the year ended December 31, 2023, the Company evaluated and concluded that there was significant negative evidence related to the realizability of Oru's deferred tax assets, resulting in the Company recording a full valuation allowance against the deferred tax assets of Oru. As of March 31, 2024 June 30, 2024, there has been no change in the valuation allowance assessment related to Oru deferred tax assets.

NOTE 9 – Fair Value Measurements

The Company has established a fair value hierarchy which prioritizes the inputs to the valuation techniques used to measure fair value into three levels. These levels are determined based on the lowest level input that is significant to the fair value measurement. Levels within the hierarchy are defined within Note 2 - Significant Accounting Policies, in the 2023 Form 10-K.

The following tables present information about the Company's assets and liabilities measured at fair value on a recurring basis:

Fair Value Measurements											
March 31, 2024		Total Fair Value	Level 1	Level 2	Level 3						
June 30, 2024		Total Fair Value	Level 1	Level 2	Level 3						
Financial liabilities:											
Long-term debt, net											
Long-term debt, net											
Long-term debt, net		\$ 162,708	\$ —	\$ 162,708	\$ —	\$ 153,423		\$ —	\$ 153,423		\$ —
Contingent Consideration	Contingent Consideration	\$ 6,192	\$ —	\$ —	\$ 6,192	Contingent Consideration	\$ 5,956	\$ —	\$ —	\$ —	\$ 5,956

Fair Value Measurements											
December 31, 2023		Total Fair Value	Level 1	Level 2	Level 3						
Financial liabilities:											
Long-term debt, net		\$ 142,993	\$ —	\$ 142,993	\$ —						
Contingent Consideration		\$ 5,794	\$ —	\$ —	\$ 5,794						

There were no transfers between the valuation hierarchy Levels 1, 2 and 3 for three and six months ended March 31, 2024 June 30, 2024 and year ended December 31, 2023.

Liabilities measured at fair value on a recurring basis using significant unobservable inputs (Level 3):

March 31, 2024		Contingent Consideration	
June 30, 2024		Contingent Consideration	
Beginning balance (December 31, 2023)			
Total change in fair value (gain) loss included in earnings	Total change in fair value (gain) loss included in earnings	398	Total change in fair value (gain) loss included in earnings 162
Ending Balance			
Ending Balance			
Ending Balance		\$ 6,192	\$ 5,956

The contingent consideration as of March 31, 2024 June 30, 2024 consists of an earnout and a post-closing payment, resulting from acquisition activity in 2023 and rely relies on forecasted results through the expected earnout and post-closing payment periods, period. The fair value of the earnout is valued using a Monte Carlo simulation and the fair value of the post-closing payment is valued using a threshold and cap (capped call) structure. These This contingent considerations represent represents a stand-alone liabilities liability that are is measured at fair value on a recurring basis each reporting date using inputs that are unobservable and significant to the overall fair value measurement and are considered a level 3 estimate. The contingent consideration liabilities are liability is recorded in accrued expenses and other current liabilities and other non-current liabilities on the consolidated balance sheets. Changes in fair value of contingent consideration are recorded in selling, general and administrative expenses.

The Company's financial instruments consist primarily of cash, accounts receivable, accounts payable, contingent consideration and bank indebtedness. The carrying amount of cash, accounts receivable, and accounts payable, approximates fair value due to the short-term maturity of these instruments.

There were no other material nonrecurring fair value measurements during the periods ended March 31, 2024 June 30, 2024 and December 31, 2023.

NOTE 9 10 - Variable Interest Entities

As of March 31, 2024 June 30, 2024 and December 31, 2023, we consolidated one entity that is a VIE, that relates to a manufacturing entity for Oru, for which we are the primary beneficiary. Through a management agreement governing the entity, we manage the entities and handle all day-to-day operating decisions. Accordingly, we have the decision-making power over the activities that most significantly impact the economic performance of our VIE and an obligation to absorb losses or receive benefits from the VIE that could potentially be significant to the VIE. These decisions and significant activities include, but are not limited to, manufacturing schedules, production processes, units of production and types of products. The Company is contractually obligated to provide financial support to the VIE.

Total assets of the VIE included on the consolidated balance sheet as of March 31, 2024 June 30, 2024 and December 31, 2023 were \$3.1 million \$2.6 million and \$3.7 million, respectively. Total liabilities of the VIE included on the consolidated balance sheets as of March 31, 2024 June 30, 2024 and December 31, 2023 were \$3.4 million \$2.8 million and \$3.9 million, respectively.

The VIE's assets may only be used to settle the VIE's obligations and may not be used for other consolidated entities. The VIE's liabilities are non-recourse to the general credit of the Company's other consolidated entities.

NOTE 10 11 – Net Income (Loss) Per Share

Basic net income (loss) per share of Class A common stock is computed by dividing net income (loss) attributable to Solo Brands, Inc. by the weighted average number of shares of Class A common stock outstanding during the period. Diluted net income (loss) per share of Class A common stock is computed by dividing net income (loss) attributable to Solo Brands, Inc. by the weighted average number of shares of Class A common stock outstanding adjusted to give effect to potentially dilutive securities.

The following table sets forth the calculation of the basic and diluted net income (loss) per share for the Company's Class A common stock:

	Three Months Ended March 31,				
	Three Months Ended March 31,				
	Three Months Ended March 31,				
	2024				
	2024	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2024	2023	2024	2023
Net income (loss)					
Net income (loss)					
Net income (loss)					
Less: Net income (loss) attributable to non-controlling interests					
Less: Net income (loss) attributable to non-controlling interests					
Less: Net income (loss) attributable to non-controlling interests					
Net income (loss) attributable to Solo Brands, Inc.					
Net income (loss) attributable to Solo Brands, Inc.					
Net income (loss) attributable to Solo Brands, Inc.					
Weighted average shares of Class A common stock outstanding - basic					
Weighted average shares of Class A common stock outstanding - basic					
Weighted average shares of Class A common stock outstanding - basic					
Effect of dilutive securities					
Effect of dilutive securities					
Effect of dilutive securities					
Weighted average shares of Class A common stock outstanding - diluted					
Weighted average shares of Class A common stock outstanding - diluted					
Weighted average shares of Class A common stock outstanding - diluted					
Net income (loss) per share of Class A common stock outstanding - basic					
Net income (loss) per share of Class A common stock outstanding - basic					
Net income (loss) per share of Class A common stock outstanding - basic					
Net income (loss) per share of Class A common stock outstanding - diluted					
Net income (loss) per share of Class A common stock outstanding - diluted					
Net income (loss) per share of Class A common stock outstanding - diluted					

During the three months ended **March 31, 2024** **June 30, 2024** and 2023, **0.1 million** **0.1 million** and **0.5** **0.3** million options and **1.1 million** **2.5 million** and **0.4** **0.3** million restricted stock units, respectively, were not included in the computation of diluted net income per share because their effect would have been anti-dilutive. **The Company has determined that** During the **performance six months ended** **June 30, 2024** and 2023, **0.1 million** and **0.4** million options and **1.7 million** and **0.5** million restricted stock units, **and** respectively, were not included in the computation of diluted net income per share because their effect would have been anti-dilutive.

The shares of Class B common stock and the granted PSUs are subject to a contingency that is not based on the Company's share price or the price of the convertible instrument, as disclosed in Note 14 - Equity-Based Compensation, in the 2023 Form 10-K. As such, contingently convertible shares where conversion is not tied to a market price trigger or price of the convertible instrument are excluded from the calculation of diluted EPS until such time as the contingency has been resolved under the if-converted method. Additionally, the Company has issued EPSUs that contain a market condition and vest immediately upon satisfaction of said market condition. As a result of the immediate vesting feature, the EPSUs will in all cases be neither be dilutive nor **anti-dilutive and has** excluded them from the calculation of net income (loss) per Class A common stock for all periods presented. **anti-dilutive.**

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

In the following discussion, references to “we,” “us,” “our,” the “Company,” and similar references mean Solo Brands, Inc. and its consolidated subsidiaries, unless the context otherwise requires. The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our unaudited consolidated financial statements and the related notes to those statements included elsewhere in this Quarterly Report, as well as our audited consolidated financial statements included in our 2023 Form 10-K. Some of the numbers included herein have been rounded for the convenience of the presentation. In addition to historical consolidated financial information, the following discussion and analysis contains forward-looking statements that involve risks, uncertainties and assumptions. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of many factors, including those discussed under Item 1, Part 1A, “Risk Factors” of our 2023 Form-K and elsewhere in this Quarterly Report. See further our “Special Note Regarding Forward-Looking Statements” in this Quarterly Report.

Overview

We own and operate premium brands with ingenious products that we market and deliver through our direct-to-consumer (“DTC”) platform and **wholesale** **retail** partnerships. We aim to help our customers enjoy good moments that create lasting memories. We consistently deliver innovative, high-quality products that are loved by our customers and revolutionize the outdoor experience, build community and help everyday people reconnect with what matters most.

For the three months ended **March 31, 2024** **June 30, 2024**, we experienced **a decrease** **an increase** in our net sales from **\$88.2 million** **\$130.9 million** for the three months ended **March 31, 2023** **June 30, 2023** to **\$85.3 million** **\$131.6 million** for the current period. The decline growth in net sales was primarily driven by the decline continued growth in our **DTC** retail channel net sales channel.<sup>(1)</sup> Similar to prior periods, we continued to see net sales channel mix shift from **direct** **DTC** to **consumer** to **wholesale**, **retail**, with **wholesale** **retail** channel net sales growing **2.5%** **4.8%**. **Further**, While the **DTC** channel net sales trailed those of the prior period of the prior year, primarily resulting from the sustained demand for lower priced items within the DTC channel, the decline was nominal within the second quarter.

For the six months ended **June 30, 2024**, we experienced a decrease in our net sales from \$219.1 million for the six months ended **June 30, 2023** to \$216.9 million for the current period. The decline in **direct** to **consumer** net sales which can be attributed was primarily driven by a decline in DTC channel net sales, primarily attributable to the first quarter. The first quarter DTC channel net sales decline was driven by inefficient marketing, **in the current quarter**, resulting from non-productive spend associated with a legacy marketing contract. The decline was offset in part by increases within our retail channel net sales, resulting from the continued growth within our retail strategic partnerships and the net sales channel mix shift from DTC to retail.

<sup>(1)</sup> Retail channel net sales were previously referred to as wholesale channel net sales. Retail channel net sales have been reflected in this Quarterly Report and will be reflected as such in subsequent filings of the Company with the SEC.

Results of Operations

Three and Six Months Ended **March 31, 2024** **June 30, 2024** Compared to the Three and Six Months Ended **March 31, 2023** **June 30, 2023**

Net Sales

Net sales are comprised of DTC and **wholesale** **retail** channel net sales to retail partners. Net sales in both channels reflect the impact of partial shipments, product returns, and discounts for certain sales programs or promotions.

Our net sales have historically included a seasonal component. In the DTC net sales channel, our historical net sales tend to be highest in our second and fourth quarters, while our **wholesale** **retail** net sales channel has generated higher sales in the first and third quarters. Additionally, we expect variances in our net sales throughout the year relative to the timing of new product launches.

Three Months Ended March 31, Change											
Three Months Ended June 30, Change											
(dollars in thousands)	(dollars in thousands)	2024	2023		\$		%	(dollars in thousands)	2024	2023	
Net sales	Net sales	\$85,324	\$88,207	\$	\$(2,883)	(3.3)	(3.3)	% Net sales	131,550	130,927	130,927
										623	623
											0.5
											0.5
DTC net sales	DTC net sales	51,043	54,750	54,750	(3,707)	(3,707)	(6.8)	DTC net sales	98,770	99,650	99,650
											(880)
											(880)
											(0.9)
											(

Wholesale net sales	34,281	33,457	824	2.5	%
Retail net sales	32,780	31,277	1,503	4.8	%

	Six Months Ended June 30,		Change	
	2024	2023	\$	%
(dollars in thousands)				
Net sales	\$ 216,874	\$ 219,134	\$ (2,260)	(1.0)%
DTC net sales	149,813	154,400	(4,587)	(3.0)%
Retail net sales	67,061	64,734	2,327	3.6 %

The increase in net sales for the three months ended June 30, 2024 compared to the three months ended June 30, 2023 was driven by the increase in orders within the retail channel net sales offset by a slight decline in DTC net sales. The increase in order volume within the retail sales channel was driven by the continued growth with our retail strategic partnerships.

The decrease in net sales for the **three** six months ended **March 31, 2024** June 30, 2024 compared to the **three** six months ended **March 31, 2023** June 30, 2023 was primarily the result of less effective marketing in the first quarter of 2024 and thereby lower site traffic within our DTC net sales channel.

Partially offsetting the decrease noted above, the DTC net sales channel included \$1.3 million of activity related to the businesses acquired in 2023, for which the comparative periods did not include such activity. The **wholesale** retail channel net sales continued to benefit from growth within our retail strategic **partnerships**, evidenced by the increase in order volume throughout the first six months of the year..

#### Cost of Goods Sold and Gross Profit

Gross profit reflects net sales less cost of goods sold, which primarily includes the purchase cost of our products from our third-party manufacturers, inbound freight and duties, costs related to manufacturing of certain of our products, product quality testing and inspection costs and depreciation on molds and equipment that we own.

		Three Months Ended March 31,		Change	
		Three Months Ended June 30,		Change	
(dollars in thousands)	(dollars in thousands)	2024	2023	\$	%
Cost of goods sold	Cost of goods sold	\$34,780	\$ 33,804	\$ 976	2.9
Gross profit	Gross profit	50,544	54,403	(3,859)	(7.1)
Gross margin (Gross profit as a % of net sales)					

	Six Months Ended June 30,		Change	
	2024	2023	\$	%
(dollars in thousands)				
Cost of goods sold	\$ 83,693	\$ 81,660	\$ 2,033	2.5 %
Gross profit	133,181	137,474	(4,293)	(3.1)%
Gross margin (Gross profit as a % of net sales)	61.4 %	62.7 %		(1.30)

#### Three Months Ended June 30, 2024 Compared to the Three Months Ended June 30, 2023

The increase in cost of goods sold for the three months ended June 30, 2024 compared to the three months ended June 30, 2023 and the decreases in gross profit and gross margin for the same period was primarily the result of certain fair value adjustments related to acquired inventory in the 2023 acquisitions.

#### Six Months Ended June 30, 2024 Compared to the Six Months Ended June 30, 2023

The increase in cost of goods sold for the six months ended June 30, 2024 compared to the six months ended June 30, 2023 was primarily the result of sales activity, with no comparable amount in the prior period, and certain fair value adjustments related to acquired inventory, both stemming from the 2023 acquisitions.

The decrease in gross profit and gross margin for the **three** six months ended **March 31, 2024** June 30, 2024 compared to the **three** six months ended **March 31, 2023** June 30, 2023 was primarily the result of the decrease in net sales, coupled with a product mix shift in channel mix to more wholesale channel net sales when compared to and inventory fair value write-ups, stemming from the prior year.

Gross margin decreased for the three months ended March 31, 2024 compared to the three months ended March 31, 2023, the result of the shift in sales channel mix with growth in wholesale channel net sales, which typically have lower gross margins than DTC sales, whereas the DTC channel net sales declined. 2023 acquisitions.

#### Selling, General & Administrative Expenses

Selling, general and administrative ("SG&A") expenses consist primarily of marketing costs, wages, equity-based compensation expense, benefits costs, costs of our warehousing and logistics operations, costs of operating on third-party DTC marketplaces, professional fees and services, costs of shipping product to our customers and general corporate expenses.

		Three Months Ended March 31, Change								
		Three Months Ended June 30, Change								
(dollars in thousands)	(dollars in thousands)	2024	2023	\$	%	(dollars in thousands)	2024	2023	\$	%
Selling, general, and administrative expenses	Selling, general, and administrative expenses	\$48,410	\$44,622	\$3,788	8.5	Selling, general, and administrative expenses	\$70,808	\$63,524	\$7,284	11.5
SG&A as a % of net sales	SG&A as a % of net sales	56.7 %	50.6 %			SG&A as a % of net sales	53.8 %	48.5 %		5.3 %

		Six Months Ended June 30, Change			
(dollars in thousands)		2024	2023	\$	%
Selling, general, and administrative expenses		\$ 119,218	\$ 108,146	\$ 11,072	10.2 %
SG&A as a % of net sales		55.0 %	49.4 %		5.6 %

### Three Months Ended June 30, 2024 Compared to the Three Months Ended June 30, 2023

The increase in SG&A for the three months ended **March 31, 2024** June 30, 2024 compared to the three months ended **March 31, 2023** June 30, 2023 was driven by **\$5.5** \$4.5 million of variable cost increases and **\$1.7** \$2.8 million of fixed cost **decreases**. **increases**.

The variable cost increases for the three months ended **March 31, 2024** June 30, 2024 compared to the three months ended **March 31, 2023** June 30, 2023 were primarily the result of a **\$3.0** \$2.6 million increase in marketing spend and a **\$2.3** \$1.7 million increase in distribution **costs**. **costs resulting from increases in shipping and fulfillment costs due to the increase in order volume.**

The fixed cost **decreases** **increases** for the three months ended **March 31, 2024** June 30, 2024 compared to the three months ended **March 31, 2023** June 30, 2023 were primarily the result of a **\$2.8** \$1.2 million **decline** increase in employee-related costs **primarily** driven by separation of certain management personnel and addition of senior leadership positions, as a **result** well as additional increases in professional services and information technology expenditures, each of decreased equity-based compensation and bonus expense, offset in part by an increase in wages as a result of the **additional hires made by the Company** which were incurred to support future growth plans. **Partially offsetting**

### Six Months Ended June 30, 2024 Compared to the decline Six Months Ended June 30, 2023

The increase in SG&A for the six months ended June 30, 2024 compared to the six months ended June 30, 2023 was driven by \$9.9 million of variable cost increases and \$1.1 million of fixed cost **increases**.

The variable cost increases for the six months ended June 30, 2024 compared to the six months ended June 30, 2023 were primarily the result of a \$5.6 million increase in marketing spend and a \$4.1 million increase in distribution costs **certain** resulting from increases in shipping and fulfillment costs and the increase in order volume.

The fixed cost increases for the six months ended June 30, 2024 compared to the six months ended June 30, 2023 were **incurred**, including **\$0.5** primarily the result of increases of \$1.3 million in professional services costs and **\$0.4** \$1.0 million in software **expenses**. **expenses**, offset in part by a \$1.6 million decline in employee-related costs stemming from decreased equity-based compensation and bonus expense.

### Other Operating Expenses

Other operating expenses include certain costs incurred as a **result of being a** public company, acquisition-related expenses, business optimization and expansion expenses and management transition costs.

Three Months Ended March 31,					Change												
Three Months Ended June 30,					Change												
(dollars in thousands)	(dollars in thousands)	2024	2023		\$		%	(dollars in thousands)	2024		2023		\$		%		
Other operating expenses	Other operating expenses	\$ 2,211	\$	405	\$ 1,806	445.9	445.9 %	Other operating expenses	\$ 3,183	\$ 2,132	\$ 1,051	49.3	49.3 %				
					Six Months Ended June 30,					Change							
(dollars in thousands)		2024		2023		\$		%		2024		2023		\$		%	
Other operating expenses		\$ 5,394		\$ 2,537		\$ 2,857		112.6 %									

Other operating expenses increased for the three and six months ended **March 31, 2024** June 30, 2024 compared to the three and six months ended **March 31, 2023** June 30, 2023, primarily as a result of increases to management transition costs resulting from expenses related to **the addition of several** **additional** senior **leaders** **leadership positions** and strategic consulting **arrangements**. **engagements**.

## Interest Expense, Net

Interest expense, net consists primarily of interest on our Revolving Credit Facility and Term Loan.

Three Months Ended March 31,										Change							
Three Months Ended June 30,										Change							
(dollars in thousands)	(dollars in thousands)	2024		2023		\$		%	(dollars in thousands)	2024	2023		\$		%		
Interest expense, net	Interest expense, net	\$ 3,106	\$	2,286	\$ 820	35.9	35.9	%	Interest expense, net	\$ 3,563	\$ 2,490	\$ 1,073	43.1	43.1	%		
										Six Months Ended June 30,		Change					
(dollars in thousands)										2024		2023		\$		%	
Interest expense, net										\$ 6,669		\$ 4,776		\$ 1,893		39.6 %	

Interest expense, net increased for the three and six months ended **March 31, 2024** **June 30, 2024** compared to the three and six months ended **March 31, 2023** **June 30, 2023** due to an increase in the weighted average interest rate on our total debt balance, as well as a higher average debt balance in the current year when compared to the prior year.

## Income Taxes

Income taxes represents The Company is subject to U.S. federal, federal, state, and local income taxes on the Company's allocable share of taxable income of Holdings. The subsidiaries of Holdings as well as Oru's and Chubbies' federal, state and are also subject to income taxes in the foreign tax expense related to international subsidiaries, jurisdictions in which they operate. We are the sole managing member of Holdings, and as a result, consolidate the financial results of Holdings. Holdings is treated as a partnership for U.S. federal and most applicable state and local income tax purposes. As a partnership, Holdings is generally not subject to U.S. federal and certain state and local income taxes. Any instead, taxable income or loss generated by Holdings is passed through allocated to and included in the taxable income or loss of its members including us, on a pro rata basis. We are subject to U.S. federal income taxes, in addition to state and local income taxes with respect to our allocable share of any taxable income or loss of Holdings, as well as any stand-alone income or loss generated by Solo Brands, Inc.

Three Months Ended March 31, Change														
Three Months Ended June 30, Change														
(dollars in thousands)	(dollars in thousands)	2024		2023	\$		%	(dollars in thousands)	2024	2023	\$		%	
Income tax expense (benefit)	Income tax expense (benefit)	\$ (3,195)	\$	311	\$ (3,506)	(1127.3)	(1127.3)	%	Income tax expense (benefit)	\$ 2,694	\$ 2,608	\$ 86	3.3	3.3
Six Months Ended June 30, Change														
(dollars in thousands)		2024		2023	\$		%							
Income tax expense (benefit)					\$ (501)	\$ 2,919		\$ (3,420)			(117.2)	%		

Income tax expense decreased for the three and six months ended **March 31, 2024** **June 30, 2024** when compared to the three and six months ended **March 31, 2023** **June 30, 2023**, primarily due driven by a decrease to the forecasted AETR and the shift of income to certain corporate subsidiaries within our partnership, a reduction of income attributable to noncontrolling interests, nondeductible compensation and shift the impacts of forecasted income between our partnership and corporate entities other discrete items recorded in the current period.

## Liquidity and Capital Resources

Historically, our cash requirements have principally been for working capital purposes and acquisitions. We expect these needs to continue as we develop and grow our business. We fund our working capital, primarily comprised of inventory, and acquisitions from cash flows from operating activities, cash on hand, and borrowings under our Revolving Credit Facility. We maintain the majority of our cash and cash equivalents in accounts with major highly rated multi-national and local financial institutions, and our deposits at these institutions exceed insured limits. Market conditions can impact the viability of these institutions, and any inability to access or delay in accessing these funds could adversely affect our business and financial position.

The table below reflects our sources, facilities and availability of liquidity as of **March 31, 2024** **June 30, 2024**. See Note 5 - Long-Term Debt, Net, to the unaudited consolidated financial statements included elsewhere in this Quarterly Report.

Liquidity Sources and Facilities	Liquidity Sources and Facilities	Availability	Liquidity Sources and Facilities	Availability
Cash and cash equivalents				
Working capital (excluding cash and cash equivalents)				
Revolving Credit Facility				
Term Loan				
Revolving Credit Facility and Term Loan				



On May 12, 2021, we entered into a credit agreement with JPMorgan Chase Bank, N.A., the Lenders and L/C Issuers party thereto (each as defined therein) and the other parties thereto (as subsequently amended on June 2, 2021, and September 1, 2021, the "Revolving Credit Facility"). As so amended, the Revolving Credit Facility allows us to borrow up to \$350.0 million of revolving loans, including the ability to issue up to \$20.0 million in letters of credit, with \$0.6 million of letters of credit issued and outstanding as of **March 31, 2024** **June 30, 2024**. While our issuance of letters of credit does not increase our borrowings outstanding under the Revolving Credit Facility, it does reduce the amounts available under the Revolving Credit Facility. The Revolving Credit Facility matures on May 12, 2026 and bears interest at a rate equal to the base rate as defined in the agreement plus an applicable margin, which as of **March 31, 2024** **June 30, 2024**, was based on SOFR. Interest is due on the last business day of each March, June, September and December.

In addition to the above, the amendment on September 1, 2021 included a provision to borrow up to \$100.0 million under a term loan (the "Term Loan"). The proceeds from the Term Loan were used to fund the Chubbies acquisition. The Term Loan matures on **September 1, 2026** **May 12, 2026** and bears interest at a rate equal to the base rate as defined in the agreement plus an applicable margin, which as of **March 31, 2024** **June 30, 2024**, was based on SOFR. We

were required to make quarterly principal payments on the Term Loan beginning on December 31, 2021. All outstanding principal and interest due on the Term Loan are due at maturity. All required principal payments were made on time and with available cash through the **three** **six** months ended **March 31, 2024** **June 30, 2024**. Interest payments are due on a quarterly basis under the Term Loan, with the same due dates as noted for the Revolving Credit Facility above.

The Revolving Credit Facility and Term Loan are subject to certain financial covenants as described in our 2023 Form 10-K in [Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations."](#) As of **March 31, 2024** **June 30, 2024**, we were in compliance with all required financial covenants.

As of **March 31, 2024** **June 30, 2024**, there are no material changes to our primary short-term and long-term requirements for liquidity and capital as disclosed in [Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," included in our 2023 Form 10-K.](#)

Although we cannot predict with certainty all of our particular short-term cash uses or the timing or amount of cash requirements, we believe that our available cash on hand, along with amounts available under our Revolving Credit Facility will be sufficient to satisfy our liquidity requirements for at least the next twelve months. However, growth opportunities, such as continued expansion into international markets, may significantly increase our expenses (including our capital expenditures) and cash requirements. Furthermore, we will continue to seek possible brand and mission consistent acquisition opportunities that would require additional capital. In addition, the amount of our future product sales is difficult to predict, and actual sales may not be in line with our forecasts. As a result, we may be required to seek additional funds in the future from issuances of equity or debt, obtaining additional credit facilities, or loans from other sources.

## Cash Flows

		Three Months Ended March 31,				Change				Six Months Ended June 30,				Change	
(dollars in thousands)	(dollars in thousands)	2024	2023		\$		%	(dollars in thousands)	2024	2023		\$		%	
Cash flows provided by (used in):															
Operating activities															
Operating activities															
Operating activities															
Investing activities	Investing activities	(2,387)	(1,820)	(1,820)	(567)	(567)	31.2	31.2	%	Investing activities	(5,225)	(8,887)	(8,887)	3,662	3,66
Financing activities	Financing activities	16,344	(10,554)	(10,554)	26,898	26,898	(254.9)	(254.9)	%	Financing activities	8,241	(5,785)	(5,785)	14,026	14,02

## Operating activities

The **\$33.2** **\$54.6** million increase in cash used in operating activities period over period, as shown in the table above, was due to a **\$25.4** **\$26.8** million increase in cash usage from changes in operating assets and liabilities ("working capital") and a **\$7.9** **\$27.8** million increase in cash usage from changes in net income (loss) after non-cash adjustments, primarily due to the decline in **revenue gross profit** coupled with the increase in **selling, general and administrative expenses driven by increases** in marketing spend and distribution costs in the current period. The decrease in cash provided by working capital was primarily due to:

- a **\$13.4** **\$13.9** million increase in cash used in changes in accrued expenses and other current liabilities primarily due to larger cash outflows in **three the six months ended March 31, 2024** **June 30, 2024** when compared to the same period in the prior year for **employee-related expenses, tax payables and advertising expenses; accrued inventory purchases;**
- a **\$9.0** **\$10.1** million decrease in cash **used in provided by** changes in inventory due to increased inventory replenishment for the **three six months ended March 31, 2024** **upon exiting the fourth quarter peak selling season June 30, 2024**, as a result of a lower ending inventory balance **as upon exiting the fourth quarter** of the year ended 2023 when compared to the **same prior year period, in whereas** the prior **year; year period benefited from a higher ending inventory balance upon exiting the fourth quarter of the year ended 2022;**
- a **\$4.6** million decrease **\$7.4** million increase in cash used in changes in prepaid expenses and other current assets primarily due to increases in tax receivables **and prepaid marketing** in the **three six months ended March 31, 2024** **June 30, 2024** compared to the same period in the prior year; **partially offset by**
- a **\$5.1** **\$3.8** million **decrease increase** in cash provided by changes in accounts receivable as a result of a larger volume of **wholesale retail** sales through our key strategic retailers and our **wholesale retail network towards at period end in the end of the first second** quarter of 2024 compared to the same period in the prior year;
- partially offset by a \$5.4 million increase in cash provided by changes in accounts payable as a result of the timing of payments for the three months ended March 31, 2024 when compared to the prior year; and with**
- the remaining changes to working capital **were** deemed immaterial to disclose separately.



#### Investing activities

The \$0.6 \$3.7 million increase decrease in cash used in investing activities in the current period when compared to the prior period resulted was due to non-recurring acquisition activity in the prior period, partially offset by an increase in capital expenditures from continued investments to support our future growth.

#### Financing activities

The \$26.9 \$14.0 million decrease in cash used in financing activities in the current period when compared to the prior period was due to primarily the result of non-recurring common stock repurchases in the prior period of \$28.5 million, partially offset by a reduction in net draws on the Revolving Credit Facility.

#### Contractual Obligations

For information regarding our other contractual obligations, see Note 5 6 - Long-Term Debt, Net, Note 6 7 - Leases, and Note 1 - Significant Accounting Policies in this Quarterly Report and [Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," included in our 2023 Form 10-K.](#)

#### Critical Accounting Estimates

Our discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. In preparing the consolidated financial statements, we make estimates and judgments that affect the reported amounts of assets, liabilities, sales, expenses, and related disclosure of contingent assets and liabilities. We re-evaluate our estimates on an ongoing basis. Our estimates are based on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. Because of the uncertainty inherent in these matters, actual results may differ from these estimates and could differ based upon other assumptions or conditions.

See Note 2 - Significant Accounting Policies, to the audited consolidated financial statements included in our 2023 Form 10-K for more information about our significant accounting policies, including our critical accounting policies. The critical accounting estimates that reflect our more significant judgments and estimates used in the preparation of our consolidated financial statements are described in [Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," included in our 2023 Form 10-K.](#) During the three six months ended March 31, 2024 June 30, 2024, there were no material changes to our critical accounting policies and estimates from those discussed in our 2023 Form 10-K. Within the context of these critical accounting estimates, we are not currently aware of any reasonably likely events or circumstances that would result in materially different amounts being reported.

#### Recent Accounting Pronouncements

For a description of recent accounting pronouncements, see "Recently Adopted Accounting Pronouncements" and "Recently Issued Accounting Pronouncements—Not Yet Adopted" in Note 1 - Significant Accounting Policies, to the unaudited consolidated financial statements included elsewhere in this Quarterly Report.

#### JOBS Act

We currently qualify as an "emerging growth company" under the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. Accordingly, we are provided the option to adopt new or revised accounting guidance either (i) within the same periods as those otherwise applicable to non-emerging growth companies or (ii) within the same time periods as private companies. We have elected to adopt new or revised accounting guidance within the same time period as private companies, unless management determines it is preferable to take advantage of early adoption provisions offered within the applicable guidance. Our utilization of these transition periods may make it difficult to compare our financial statements to those of non-emerging growth companies and other emerging growth companies that have opted out of the transition periods afforded under the JOBS Act.

#### Emerging Growth Company

We are an "emerging growth company," as defined in the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"). Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards issued subsequent to the enactment of the JOBS Act until such time as those standards apply to private companies. We have elected to use this extended transition period to enable us to comply with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our unaudited condensed consolidated financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

#### Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to market risks in the ordinary course of our business. Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily the result of fluctuations in interest rates.

##### Interest Rate Risk

In order to maintain liquidity and fund business operations, we have a long-term credit facility and separate term loan that bear variable interest rates based on prime, federal funds, or SOFR plus an applicable margin based on our total net leverage ratio. As of March 31, 2024 June 30, 2024, we had indebtedness of \$82.0 million \$75.0 million and \$90.0 million \$88.8 million, with annualized rates of interest of 6.91% 7.00% and 6.95% 6.93%, under our Revolving Credit Facility and Term Loan, respectively. The nature and amount of our long-term debt can be expected to vary as a result of future business requirements, market conditions, and other factors. We may elect to enter into interest rate swap contracts to reduce the impact associated with interest rate fluctuations, but as of March 31, 2024 June 30, 2024, we have not entered into any such contracts. A 100 bps increase in SOFR would increase our interest expense by approximately \$1.7 million \$1.6 million in any given year.

##### Inflation Risk

Inflationary factors such as increases in the cost of our products and overhead costs may adversely affect our operating results. Although we do not believe that inflation has had a material impact on our financial position or results of operations to date, a high rate of inflation in the future may have an adverse effect on our ability to maintain current levels of gross margin and SG&A expenses as a percentage of net sales, if the selling prices of our products do not increase with these increased costs.

## Commodity Price Risk

The primary raw materials and components used by our contract manufacturing partners include stainless steel and aluminum. We believe these materials are readily available from multiple vendors. We have, and may continue to, negotiate prices with suppliers of these products on behalf of our third-party contract manufacturers in order to leverage the cumulative impact of our volume; however, prices have fluctuated and may continue to do so. Certain of these products use petroleum or natural gas as inputs. However, we do not believe there is a significant direct correlation between petroleum or natural gas prices and the costs of our products.

## Foreign Currency Risk

Our international sales are primarily denominated in U.S. dollars, our international subsidiaries local currency. During the three six months ended March 31, 2024 June 30, 2024 and 2023, net sales in international markets accounted for 6.7% 7.2% and 5.9% 6.8% of our consolidated net sales, respectively. We do not believe exposure to foreign currency fluctuations had a material impact on our net sales. A portion of our operating expenses are incurred outside the United States and are denominated in foreign currencies, which are also subject to fluctuations due to changes in foreign currency exchange rates. In addition, our suppliers may incur many costs, including labor costs, in other currencies. To the extent that exchange rates move unfavorably for our suppliers, they may seek to pass these additional costs on to us, which could have a material impact on our gross margin. In addition, a strengthening of the U.S. dollar may increase the cost of our products to our customers outside of the United States. Our operating results and cash flows are, therefore, subject to fluctuations due to changes in foreign currency exchange rates. However, we believe that the exposure to foreign currency fluctuations from operating expenses is not material at this time. A 100 bps unfavorable change in foreign currency exchange rates to which we are exposed would increase our operating expenses by approximately \$0.1 million for the three six months ended March 31, 2024 June 30, 2024.

## Item 4. Controls and Procedures

### Limitations on effectiveness Effectiveness of controls Controls and procedures Procedures

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

### Evaluation of disclosure controls Disclosure Controls and procedures Procedures

Our management, with the participation of our principal executive officer and principal financial officer, evaluated, as of the end of the period covered by this Quarterly Report, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based on that evaluation and because of the material weakness remediation measures described below, our principal executive officer and principal financial officer concluded that, as of March 31, 2024 June 30, 2024, our disclosure controls and procedures were not effective at a reasonable assurance level due to the material weakness in our internal control over financial reporting as described below and in Part II, Item 9A, "Controls and Procedures" in our 2023 Form 10-K level.

### Material Weakness and Remediation Measures

During the fourth quarter of 2023, a material weakness in our internal control over financial reporting was identified related to the lack of timely execution of controls within the financial statement close process and the lack of sufficient resources within the Company's accounting function. Subsequently, As of December 31, 2023, we finalized the design and implementation of the controls to remediate the material weakness. During the quarter ended June 30, 2024, we completed our testing of the operating effectiveness of the relevant controls. Specifically, the Company took the following steps to remediate this material weakness and concluded that the material weakness was remediated as of June 30, 2024:

- hired experienced C-Suite personnel to fill vacated positions, including a Chief Accounting Officer and Chief Financial Officer with extensive public company and financial reporting experience. Additionally, due in part to the addition of the new management personnel, the Company experience; and
- implemented an enhanced control environment over the financial statement close process and certain areas deemed likely to be at higher risk for the potential of misstatement. As of December 31, 2023, we finalized

We believe the design and implementation of the controls to address the material weakness. These controls will continue to operate throughout fiscal year 2024. We will periodically assess the effectiveness of these controls and adjust or enhance their design as needed such that management can assert their reliance on the controls within applicable measures have been implemented for a reasonable sufficient period of time, time and management has concluded, through our own testing, that the enhanced controls are operating effectively as of June 30, 2024.

### Changes in Internal Control over Financial Reporting

We continue to work to remediate our material weakness in our internal control over financial reporting Other than as described above in "Material Weakness" and in Part II, Item 9A, "Controls and Procedures" in our 2023 Form 10-K. Other than such ongoing remediation efforts, Remediation Measures" above, there were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended March 31, 2024 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

Information on the Company's legal proceedings is set forth under Part I, Item 3, "Legal Proceedings" in our 2023 Form 10-K. There have been no material changes to the legal proceedings as described in the 2023 Form 10-K.

### Item 1A. Risk Factors

You should carefully consider the risk factors set forth under Part I, Item 1A, "Risk Factors" in our 2023 Form 10-K, which risk factors are incorporated herein by reference. Such risks could materially affect our business, financial condition, and future results and are not the only risks facing the Company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition, and operating results.

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

There were no sales of unregistered securities during the three months ended **March 31, 2024** **June 30, 2024**.

**Item 3. Defaults Upon Senior Securities**

None.

**Item 4. Mine Safety Disclosures**

None.

**Item 5. Other Information**

(a) None.

(b) None.

(c) During the three months ended **March 31, 2024** **June 30, 2024**, no director or "officer" (as defined in Rule 16a-1(f) of the Exchange Act) 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**

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed / Furnished
		Form	File No.	Exhibit	Filing Date	Herewith
3.1	<a href="#">Amended and Restated Certificate of Incorporation of Solo Brands, Inc.</a>	S-8	333-260826	4.1	11/5/2021	
3.2	<a href="#">Amended and Restated Bylaws of Solo Brands, Inc.</a>	S-8	333-260826	4.2	11/5/2021	
10.1	<a href="#">Separation and Release of Claims Agreement, dated January 3, 2024, by and between Solo Brands, LLC and John Merris</a>					*
10.2	<a href="#">First Amendment to the Separation and Release of Claims Agreement, dated March 5, 2024, by and between Solo Brands, LLC and John Merris</a>					*
31.1	<a href="#">Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a).</a>					*
31.2	<a href="#">Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a).</a>					*
32.1	<a href="#">Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350.</a>					**
32.2	<a href="#">Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350.</a>					**
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.					*
101.SCH	Inline XBRL Taxonomy Extension Schema Document					*
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					*
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document					*
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					*
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					*
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)					*
*	Filed herewith.					
**	Furnished herewith.					

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10.1#	<a href="#">Performance Stock Unit Grant Notices and Agreements, dated April 8, 2024, by and between Solo Brands, LLC and Christopher Metz</a>					*
31.1	<a href="#">Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a).</a>					*
31.2	<a href="#">Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a).</a>					*

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104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)	*
*	Filed herewith.	
**	Furnished herewith.	
#	Indicates management contract or compensatory plan.	

**SIGNATURES**

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

Solo Brands, Inc.

Date: May 9, August 7, 2024

By: /s/ Chris Metz  
Chris Metz  
President and Chief Executive Officer  
(Principal Executive Officer)

Date: May 9, August 7, 2024

By: /s/ Laura Coffey  
Laura Coffey  
Chief Financial Officer  
(Principal Financial Officer)

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Solo Brands, LLC  
1001 Mustang Drive  
Grapevine, TX 76051

January 3, 2024

Re: Separation and Release of Claims Agreement

Dear John: SOLO BRANDS, INC.  
2021 INCENTIVE AWARD PLAN

This separation and release of claims agreement (this "Release Agreement"), entered into as of January 3, 2024, sets forth the understanding by and between you and Solo Brands, LLC (collectively with its parent company, Solo Brands, Inc., all other affiliates, and any successor(s) thereto, the "Company"), regarding the cessation of your employment with the Company.

PERFORMANCE STOCK UNIT GRANT NOTICE

1. **Separation Date.** Your employment with the Company will terminate on January 15, 2024. Capitalized terms not specifically defined in this Performance Stock Unit Grant Notice (the "**Separation Date Grant Notice**") and, as of have the Separation Date, you will cease meanings given to be an employee of the Company. In connection with your termination of employment, you acknowledge and agree that, as of the Separation Date, you hereby resign as CEO, President, and an employee of the Company and from all offices and positions you may hold at the Company's affiliates. You and the Company hereby acknowledge and agree that the cessation of your employment with the Company shall be deemed a termination by the Company Without Cause (as defined them in the Employment Agreement between the Company and you dated October 9, 2020 ("Employment Agreement")).

2. **Severance Benefits.** As contemplated in sections 7 and 8 of the Employment Agreement, upon your cessation of employment with the Company and subject to your execution of the Waiver and Release of Claims Agreement attached hereto as Exhibit A (the "**Release**") in accordance with its terms and your continued compliance with the obligations set forth in Sections 8, 9 and 10 of the Employment Agreement, you shall be entitled to the consideration set forth in Section 7(d) of the Employment Agreement in accordance with the terms therein.

a. **Severance Payments.** Payment of your regular monthly base salary in effect at the time of the Separation Date in accordance with the Company's customary payroll practices and subject to applicable withholdings ("**Severance Payments**") from January 14, 2024 to January 15, 2025 ("**Severance Period**") beginning on the first pay period following execution of this Agreement and the expiration of the revocation period, provided that the Severance Payments shall immediately cease upon you beginning any subsequent employment or consulting relationship during the Severance Period. You agree to inform Company of your new employment prior to your start date.

b. **Health Care.** Subject to your timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), the Company will reimburse you for the monthly COBRA premium paid by you, for you and your eligible dependents (if any), until the earliest to occur of (A) the end of the Severance Period, (B) the date on which the you are no longer eligible for COBRA coverage, and (C) the date you

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become eligible to participate in another plan that offers group health benefits (such reimbursement, the "**COBRA Subsidy**").

c. **Equity Awards.** You and the Company acknowledge and agree that you have been granted equity-based compensation awards pursuant to that certain Solo Brands, Inc. 2021 Incentive Award Plan as may be (as amended from time to time, (the the "**Plan**"), and that you hold certain Common Units (as defined in the Amended and Restated Limited Liability Company Agreement of Solo Stove Holdings, LLC Brands, Inc. (the "**Holdings LLC Agreement Company**").

The Company has granted to the participant listed below ("**Participant**") the Awards that vest subject to Performance Criteria described in respect this Grant Notice (the "**Performance Stock Units**" or "**PSUs**"), subject to the terms and conditions of Solo Stove Holdings, LLC (collectively, the Plan and the Performance Stock Unit Agreement attached as Exhibit A (the "**Equity Awards**") issued pursuant to the following award agreements: (i) December 15, 2020 Incentive Equity Agreement, as amended by the October 28, 2021 Corrected Amendment to Incentive Equity Agreement (together with all exhibits and ancillary agreements thereto, including, for the avoidance of doubt, the Holdings LLC Agreement and the Amended and Restated Limited Liability Company Agreement of SS Management Aggregator, LLC (the "**Aggregator LLC Agreement**"), the "**Incentive Equity Agreement**"; (ii) October 28, 2021 Stock Option both of which are incorporated into this Grant Notice under the Plan; (iii) November 5, 2021 Restricted Stock Unit Grant Notice under the Plan, (iv) October 1, 2022 Restricted Stock Unit Grant Notice under the Plan, and (v) October 1, 2022 Performance Stock Unit Grant Notice (with (i)-(v) collectively referred to as the "**Award Agreements**"). You acknowledge and agree that upon your cessation of employment with the Company, all Equity Awards that are unvested and, as applicable, unexercisable as of the Separation Date shall be automatically forfeited for no consideration. by reference.

d. You acknowledge and agree that other than the Severance Benefits and the Equity Award Benefits, you will have no further rights to any payments or benefits in connection with the termination **Participant:** Christopher T. Metz

**Grant Date:** April 8, 2024

**Number of your employment with the Company, PSUs:** 733,000

e. You understand and agree that you will not receive any Severance Benefits (a) unless you execute this General Release and do not revoke this General Release within the time period permitted hereafter, (b) if you breach this General Release or (c) if you breach any provision of Section 9 of the Agreement. Such payments will not be considered compensation for purposes of any employee benefit plan, program, policy or

arrangement maintained or hereafter established by the Company or any of its affiliates. You also acknowledge and represent that you have received all payments and benefits that you are entitled to receive (as of the date hereof) by virtue of any employment by the Company.

3. **Restrictive Covenants.** You acknowledge that the Company is providing you with the Severance Benefits (inclusive of the Severance Payments and Cobra Subsidy) in material part in accordance with and in consideration for your reaffirmation of your prior agreement to comply with the obligations set forth in Sections 8, 9 and 10 of the Employment Agreement, which shall remain in full force and effect, and that with respect to the Severance Benefits, your right to receive any Severance Benefits shall immediately cease and be forfeited and you shall immediately repay to the Company any Severance Benefits previously paid to you if (a) the Company discovers grounds constituting Cause existed prior to your termination of employment, or (b) you breach any restrictive covenants set forth in Section 9 of the Employment Agreement.

4. **Release.** In accordance with this Release Agreement and, with respect to the Severance Benefits, your Employment Agreement (including the terms of Section 8 thereof), your

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receipt of the Severance Benefits and the Equity Award Benefits is contingent upon and subject to your timely execution of the Release following the Separation Date in accordance with its terms, and to the extent you do not execute the Release, you acknowledge and agree that you are not entitled to any Severance Benefits or Equity Award Benefits (provided that, for the avoidance of doubt, such action does not affect the remainder of this Release Agreement, which shall continue in full force and effect).

5. **Indemnification and Hold Harmless Agreement.** You shall pay all local, state and federal income taxes, penalties, interest, fines or other assessments incurred in connection with the payment to you of monies or other consideration under this Release Agreement. If the Company is required to pay, or it is contended that the Company is required to pay, any such taxes, penalties, interests, fines or assessments, you agree to hold harmless and indemnify the Company in full with respect to the same.

6. **Relationship of the Parties.** You acknowledge and agree that the Company does not have any obligation, contractual or otherwise, to hire or employ you in any position or capacity whatsoever in the future.

7. **Non-Admission of Liability.** The Company's agreements herein shall not be construed as evidence or an admission of liability or of otherwise unlawful actions or practices on the part of the Company and the Company expressly denies all liability and alleged wrongful actions.

8. **Section 409A.** Notwithstanding any provision to the contrary in this Release Agreement, it is intended that the Severance Benefits, to the greatest extent possible, comply with or satisfy an exemption from the application of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), and shall be interpreted to the greatest extent possible to be consistent therewith (and with any other applicable exemption from Section 409A). Your right to receive any installment payments under this Release Agreement, including without limitation any continuation salary payments that are payable in accordance with Company's payroll practices, shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Section 409A.

9. **Entire Agreement.** Except as explicitly set forth herein, this Release Agreement sets forth the entire agreement between you and the Company with respect to the subject matter set forth herein and supersedes and replaces any and all prior or written agreements or understandings between you and the Company with respect to the subject matter hereof; provided, that, for the avoidance of doubt, the provisions of the Employment Agreement not superseded by this Release Agreement and which by their terms survive termination of employment (including, without limitation, Sections 7, 8, 9, 10, and 11 of the Employment Agreement) will remain in full force and effect in accordance with their terms; provided further that, notwithstanding the foregoing or anything herein to the contrary, that certain indemnification agreement between you and the Company and the Award Agreements shall remain in full force and effect. This Release Agreement may be amended only by a subsequent writing signed by both parties. You represent that you have signed this Release Agreement knowingly and voluntarily.

Please indicate your acceptance of the terms and provisions of this Release Agreement by signing both copies of this Release Agreement and returning one copy to me. The other copy is for your files. By signing below, you acknowledge and agree that you have carefully read this Release Agreement and Exhibit A hereto in their entirety; fully understand and agree to their terms and provisions; have received good, valuable and sufficient consideration for your agreement to execute and comply with this Release Agreement; will comply with the restrictive covenants set forth in Section 9 of the Employment Agreement and cooperation clause set forth in Section 10 of the Employment Agreement; and intend and agree that this Release Agreement is final and legally binding on you and the Company. All payments described in this Release Agreement will be subject to the withholding of any amounts required by federal, state or local law. This Release Agreement will be governed and construed under the internal laws of the State of Texas and may be executed in several counterparts.

Sincerely,

/s/ Kent Christensen

Kent R. Christensen

On behalf of Solo Brands, LLC

Agreed, Acknowledged and Accepted as of the first date set forth above:

/s/ John Merris

John Merris Vesting Schedule: See Annex

By Participant's signature below, Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

## **EXHIBIT A**

### **WAIVER AND RELEASE OF CLAIMS**

#### **1. GENERAL RELEASE.**

(a) In exchange for the payments and benefits described in that certain Separation and Release of Claims Agreement by and between Solo Brands, LLC (the "Company") and me (the "Release Agreement"), which I agree I am not otherwise entitled to receive absent execution and non-revocation of the Release, I and my representatives, agents, estate, heirs, successors and assigns ("Releasors") voluntarily agree to release and discharge the Company and its members, parents, affiliates, subsidiaries, predecessors, successors, assigns, plan sponsors and plan fiduciaries (and the current and former trustees, officers, directors, employees, and agents of each of the foregoing, all both individually, in their capacity acting on the Company's behalf and in their official capacities) (collectively "Releasees") generally from all claims, demands, actions, suits, damages, debts, judgments and liabilities of every name and nature, whether existing or contingent, known or unknown, suspected or unsuspected, in law or in equity in connection with my employment by or termination of employment with the Company, or any of my dealings, transactions or events involving the Releasees, arising on or before the date of this Release. This Release is intended by me to be all encompassing and to act as a full and total release of any claims that the Releasors may have or have had against the Releasees from the beginning of time to the date of this Release, including but not limited to all claims in contract (whether written or oral, express or implied), tort, equity and common law; any claims for wrongful discharge, breach of contract, or breach of the obligation of good faith and fair dealing; and/or any claims under any local, state or federal constitution, statute, law, ordinance, bylaw, or regulation dealing with either employment, employment discrimination, retaliation, mass layoffs, plant closings, and/or employment benefits and/or those laws, statutes or regulations concerning discrimination on the basis of race, color, creed, religion, age, sex, sexual harassment, sexual orientation, national origin, ancestry, handicap or disability, veteran status or any military service or application for military service or any other category protected by law, including, to the extent permissible under applicable law, all claims based on the Age Discrimination in Employment Act, as amended (the "ADEA"), the Older Workers Benefit Protection Act of 1990 ("OWBPA"), Executive Order 11,141 (age



discrimination), Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866 and 1871, 41 U.S.C. §1981 (discrimination), 29 U.S.C. §206(d)(1) (equal pay), Executive Order 11,246 (race, color, religion, sex and national origin discrimination), the National Labor Relations Act, the Americans with Disabilities Act of 1990, the Family Medical Leave Act, the Immigration Reform and Control Act, the Vietnam Era Veterans Readjustment Assistance Act, §§503-504 of the Rehabilitation Act of 1973 (handicap rehabilitation), Employee Retirement Income Security Act of 1974), as amended; and any federal, state or local law or regulation concerning securities, stock, stock options or restricted or performance stock units. This Release is for any relief, no matter how denominated, including but not limited to wages, back pay, front pay, benefits, compensatory damages, liquidated damages, punitive damages or attorney's fees. I also agree not to commence or cooperate in the prosecution or investigation of any lawsuit, administrative action or other claim or complaint against the Releasees, except as required by law.

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(b) By this Release, I not only release and discharge the Releasees from any and all claims as stated above that the Releasors could make on my own behalf or on the behalf of others, but also those claims that might be made by any other person or organization on my behalf and I specifically waive any right to recover any damage awards as a member of any class in a case in which any claims against the Releasees are made involving any matters arising out of my employment by or termination of employment with the Company, or any of my dealings, transactions or events involving the Releasees.

(c) I agree that, except for any payments set forth in Section 2 of the Release Agreement that have not yet been paid, the payments and benefits the Company previously provided to me are complete payment, settlement, accord and satisfaction with respect to all obligations and liabilities of the Releasees to the Releasors, and with respect to all claims, causes of action and damages that could be asserted by the Releasors against the Releasees regarding my employment or termination of employment with the Company, or any of my dealings, transactions or events involving the Releasees, including, without limitation, all claims for wages, salary, commissions, draws, car allowances, incentive pay, bonuses, business expenses, vacation, stock, stock options, restricted or performance stock units, severance pay, attorneys' fees, compensatory damages, exemplary damages, or other compensation, benefits, costs or sums. Notwithstanding anything in this Release to the contrary, this Release shall not affect and I do not waive rights to indemnification I may have under: (A) applicable law, (B) any charter document or bylaws, (C) any agreement between me and the Company or any other Releasee, (D) as an insured under any directors' and officers' liability insurance policy now or previously in force.

(d) I understand and agree that this Release will be binding on me and my heirs, administrators and assigns. I acknowledge that I have not assigned any claims or filed or initiated any legal proceedings against any of the Releasees.

(e) I acknowledge and agree that if any provision of this Release is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or controlling law, the remainder of this Release shall continue in full force and effect.

(f) This Release is deemed made and entered into in the State of Texas, and in all respects shall be interpreted, enforced and governed under the internal laws of the State of Texas, to the extent not preempted by federal law.

(g) Notwithstanding the comprehensive release of claims set forth in the preceding paragraphs of this Release, nothing in this Release shall bar or prohibit me from contacting, seeking assistance from or participating in any proceeding before any federal or state administrative agency to the extent permitted by applicable federal, state and/or local law. However, I nevertheless will be prohibited to the fullest extent authorized by law from obtaining monetary damages in any agency proceeding in which I do so participate.

2. I acknowledge and agree that this Release is a legally binding document and my signature will commit me to its terms. I acknowledge and agree that I have carefully read and fully understand all of the provisions of this Release and that I am giving up important rights.

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3. I have been advised to consult with an attorney before executing this Release and I have either done so or chosen not to do so of my own volition.
4. I have had at least 21 days from the date of receipt of this Release substantially in its final form to consider it. I understand that I have seven days after the execution of this Release to revoke it and that this Release shall not become effective or enforceable until the seven-day revocation period has expired. To be effective, any revocation must be in writing and delivered by email to [kent.christensen@solobrands.com](mailto:kent.christensen@solobrands.com).
5. I agree that the provisions of this Release may not be amended, waived, changed or modified except by an instrument in writing signed by an authorized representative of the Company and by me.

/s/ John Merris

John Merris

Date: 1/4/2024 SOLO BRANDS, INC. PARTICIPANT

By: /s/ Kent Christensen By: /s/ Chris Metz

Name: Kent Christensen Name: Christopher T. Metz

Title: General Counsel

4/9/2024

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Exhibit A

## PERFORMANCE STOCK UNIT AGREEMENT

FIRST AMENDMENT TO Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

### ARTICLE I. GENERAL

JOHN MERRIS SEPARATION 1.1 Award of PSUs. The Company has granted the PSUs to Participant effective as of the grant date set forth in the Grant Notice (the "**Grant Date**"). Each PSU represents the right to receive one Share or, at the option of the Company, an amount of cash, in either case, as set forth in this Agreement. Participant will have no right to the distribution of any Shares or payment of any cash until the time (if ever) the PSUs have vested.

AND RELEASE OF CLAIMS 1.2 Incorporation of Terms of Plan. The PSUs are subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

AGREEMENT 1.3 Unsecured Promise. The PSUs will at all times prior to settlement represent an unsecured Company obligation payable only from the Company's general assets.

### ARTICLE II.

#### VESTING; FORFEITURE AND SETTLEMENT

2.1 Vesting; Forfeiture. The PSUs will vest according to the vesting schedule in the Grant Notice except that any fraction of a PSU that would otherwise be vested will be accumulated and will vest only when a whole PSU has accumulated. In the event of Participant's Termination of Service for any reason, all unvested PSUs will immediately and automatically be cancelled and forfeited, except as otherwise determined by the Administrator or provided in a binding written agreement between Participant and the Company, including the Grant Notice.

#### 2.2 Settlement.

(a) PSUs will be settled in Shares or cash at the Company's option as soon as administratively practicable after the vesting of the applicable PSU, but in no event more than thirty (30) days after the PSU's vesting date. Notwithstanding the foregoing, the Company may delay any payment under this Agreement that the Company reasonably determines would violate Applicable Law until the earliest date the Company reasonably determines the making of the payment will not cause such a violation (in accordance with Treasury Regulation Section 1.409A-2(b)(7)(ii)), provided the Company reasonably believes the delay will not result in the imposition of excise taxes under Section 409A.

(b) At the time of settlement, Participant will receive one Share for each vested PSU. No fractional Shares will be issued upon settlement. The Company, in its sole discretion, may instead substitute an amount in cash for the vested PSU. If a PSU is settled in cash, the amount of cash paid with respect to the PSU will equal the Fair Market Value of a Share on the day immediately preceding the settlement date.

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### ARTICLE III. TAXATION AND TAX WITHHOLDING

**3.1 Representation.** Participant represents to the Company that Participant has reviewed with Participant's own tax advisors the tax consequences of this Award and the transactions contemplated by the Grant Notice and this Agreement. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

**3.2 Tax Withholding.**

(a) Participant will not receive any shares issued upon settlement of the vested PSUs unless Participant makes arrangements acceptable to the Company to pay any withholding taxes that may be due as a result of the settlement of the vested PSUs. The Company has the right and option, but not the obligation, to treat Participant's failure to provide timely payment in accordance with the Plan of any withholding tax arising in connection with the PSUs as Participant's election to satisfy all or any portion of the withholding tax by requesting the Company reduce the amount of such withholding taxes from other compensation payable to the Participant or retain Shares otherwise issuable under the Award. The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the PSUs to, or to cause any such Shares to be held in book-entry form by, Participant or his or her legal representative unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes applicable with respect to the taxable income of Participant resulting from the vesting and settlement of the PSUs or any other taxable event related thereto.

(b) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the PSUs, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the PSUs. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or payment of the PSUs or the subsequent sale of Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure the PSUs to reduce or eliminate Participant's tax liability.

**3.3 Broker-Assisted Sales.** In the event any tax withholding obligation arising in connection with the PSUs will be satisfied under Section 9.5(c) of the Plan, then the Company may elect to instruct any broker acceptable to the Company for such purpose to sell on Participant's behalf a whole number of Shares from those Shares then issuable upon the settlement of the PSUs as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the tax withholding obligation and to remit the proceeds of such sale to the Company or Subsidiary thereof with respect to which the withholding obligation arises. Participant's acceptance of these PSUs constitutes Participant's instruction and authorization to the Company and such broker to complete the transactions described in this Section 3.3, including the transactions described in the previous sentence, as applicable. In the event of any broker-assisted sale of Shares in connection with the payment of tax withholdings: (a) any Shares to be sold through a broker-assisted sale will be sold on the day the tax withholding obligation occurs or arises, or as soon thereafter as reasonably practicable; (b) such Shares may be sold as part of a block trade with other participants in the Plan in which all participants receive an average price; (c) Participant will be responsible for all broker's fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the proceeds of such sale exceed the applicable tax withholding obligation, the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (e) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the applicable tax withholding obligation; and (f) in the event the proceeds of such sale are insufficient to satisfy the applicable tax withholding obligation,

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Participant agrees to pay immediately upon demand to the Company or its applicable Subsidiary with respect to which the withholding obligation arises an amount in cash sufficient to satisfy any remaining portion of the applicable withholding obligation.

### ARTICLE IV. OTHER PROVISIONS

**4.1 Administration.** The Administrator shall have the power to interpret the Plan, the Grant Notice and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice and this Agreement as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested persons. To the extent allowable pursuant to Applicable Law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice or this Agreement.

**4.2 PSUs Not Transferrable.** Unless otherwise determined by the Administrator, (a) the PSUs may not be sold, assigned or transferred, pledged or otherwise encumbered, either voluntarily or by operation of law, except by will or the laws of descent and distribution or, subject to the Administrator's consent, pursuant to a domestic relations order and (b) neither the PSUs nor any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy). Any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by this Section 4.2.

**4.3 Adjustments.** Upon the occurrence of certain events as provided in Article VIII of the Plan, Participant acknowledges that the PSUs and the Shares subject to the PSUs are subject to adjustment, modification and termination.

**4.4 Notices.** Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address or facsimile number. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant at Participant's last known mailing address, email address or facsimile number in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service, when delivered by a nationally recognized express shipping company or upon receipt of a facsimile transmission confirmation.

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

**4.6 Governing Law.** The PSUs, Grant Notice and this Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, disregarding any state's choice-of-law principles requiring the application of a jurisdiction's laws other than the State of Delaware.

**4.7 Conformity to Securities Laws.** Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws.

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**4.8 Successors and Assigns.** The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in the Plan and this Agreement, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

**4.9 Limitations Applicable to Section 16 Persons.** Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement, the PSUs will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

**4.10 Section 409A.** The PSUs are not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A. However, notwithstanding any other provision of the Plan, the Grant Notice or this Agreement, if at any time the Administrator determines that the PSUs (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for the PSUs either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

**4.11 Claw-back Provisions.** The PSUs (including any proceeds, gains or other economic benefit the Participant actually or constructively receives upon receipt of the PSUs or the settlement or resale of any Shares underlying this PSUs) will be subject to any Company claw-back policy as in effect from time to time, including any claw-back policy adopted to comply with Applicable Laws (including the Dodd- Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder).

4.12 Entire Agreement. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

4.13 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

4.14 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the PSUs, and rights no greater than the right to receive cash or the Shares as a general unsecured creditor with respect to the PSUs, as and when settled pursuant to the terms of this Agreement.

4.15 FIRST AMENDMENT TO JOHN MERRIS SEPARATION AND RELEASE OF CLAIMS AGREEMENT No Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares issuable upon settlement of the PSUs unless and until certificates representing such Shares (which may be in book-entry form) will have been issued and recorded on the records of the Company or its transfer agents

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or registrars and delivered to Participant (including through electronic delivery to a brokerage account). No adjustment will be made for a dividend or other right for which the record date is made prior to the date of such issuance, recordation and entered into delivery, except as provided in Article VIII of the Plan.

4.16 Not a Contract of Employment. Nothing in the Plan, the Grant Notice or this Agreement confers upon Participant any right to continue in the employ or service of the Company or any Subsidiary or interferes with or restricts in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

4.17 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which will be deemed an original and all of which together will constitute one instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, ".pdf" format, scanned pages or other electronic means shall be effective as delivery of a manually executed counterpart to this Agreement.

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## ANNEX

The PSUs will vest with respect to all of the shares subject thereto on the attainment of a 30-day average VWAP goal of \$6.50 (as described below) with respect to the Company's Class A Common Stock provided that such goals are attained on or prior to September 15, 2027 (the "Cut-off Date") and, notwithstanding any provision of the Plan or the Agreement to the contrary and in each case, subject to your continued employment on the attainment date or such attainment date occurring within 180 days of the termination of your employment without Cause or resignation for Good Reason (as each is defined in that certain offer letter between you and the Company, dated as of March 5, 2024 (this January 3, 2024, as may be amended from time-to-time).

If there is a Change in Control (as defined in the Plan as in effect on the date hereof) on or prior to the Cut-off Date, any unvested PSUs will vest immediately prior to any such Change in Control if the VWAP goal is attained substituting the Deal Price (as described below) for the 30-day average VWAP. To the extent the average VWAP goal or Deal Price described in this Annex is not attained by the Cut-off Date, the PSUs will be forfeited on such date.

### Determination of Average VWAP and Deal Price.

1. For purposes of the PSUs, the attainment of the applicable 30-day average VWAP goal shall be determined by the Committee or its delegate using the arithmetic average of the daily VWAP of the Company's Class A Common Stock for each of the 30 trading days immediately preceding (but not including)

the date of determination. The daily VWAP shall be the volume weighted average price of the Class A Common Stock for the applicable trading day as reported on Bloomberg or a comparable recognized service.

2. For purposes of the PSUs, "Deal Price" means the total present value of the amount of cash consideration and the present value of any non-cash consideration received or potentially receivable for a share of the Company's Class A Common Stock by holders of shares in connection with a consummated Change in Control or, if no such consideration will be received for a share, the fair market value of a share on the day (or, if the shares are then publicly traded on an established national securities exchange or automated quotation system, the trading day) immediately prior to the Change in Control. The present value of any cash consideration and the present value of any non-cash consideration potentially receivable (including any consideration being held in escrow or subject to an earn-out or similar concept) will be reasonably determined in good faith by the Board, except that if such non-cash consideration is in the form of publicly traded securities, then the value of such publicly traded securities will be based on the volume weighted average trading price of such publicly traded securities over the five (5) trading day period ending three (3) business days prior to the date the Change in Control occurs.

If dividends are declared on the Company's Common Stock after the Grant Date but before the PSUs herein are settled, upon the payment of any such dividend, you shall be entitled to receive a number of "Dividend- equivalent PSUs" determined by (i) multiplying the number of PSUs (including any dividend equivalent PSUs) outstanding on each dividend payment date by the dividend per Share to determine the dividend equivalent amount for each dividend payment date; and (ii) dividing the amount determined in clause (i) by the Fair Market Value of a Share on the date any such dividends are paid to determine the number of dividend equivalent PSUs. Dividend-equivalent PSUs shall be paid at the same time, in the same manner, and subject to the same vesting and other requirements and restrictions as the PSUs to which they relate.

In addition to any other limitation on transfer created by the Plan and/or applicable securities laws, following the vesting of the PSUs pursuant to this Agreement, you may not Transfer (as defined below) any of the applicable Shares you received in respect of such vested PSUs, net of any Shares used to satisfy

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any tax withholding or tax liability pursuant to that certain letter agreement, dated January 25, 2024, between the Company and you (such total Shares received by you after such net settlement, the "Received Shares"), or any interest in such Received Shares until the earliest of (w) the termination of your employment by the Company without Cause or by you for Good Reason (as each is defined in that certain offer letter, dated January 3, 2024, between the Company and you); (x) your death; (y) the second anniversary of the vesting of the PSUs pursuant to this Agreement or (z) immediately prior to a Change in Control, in each case which these restrictions shall lapse with respect to both you and any Qualified Transferee(s) (as defined below). As used in this Agreement, the term "Transfer" means any sale, encumbrance, pledge, gift or other form of disposition or transfer of the Received Shares or any legal or equitable interest therein; *provided, however*, that the term Transfer does not include a Qualified Transfer (as defined below) with respect to the Award. In such case, the transferee or other recipient will receive and hold the Received Shares so transferred subject to the provisions of this Agreement, and there will be no further transfer of such shares except in accordance with the terms of this Agreement. For purposes of this Agreement, "Qualified Transfer" means: (i) a Transfer to a member of your Family Group or your executors, conservators and representatives in the event of your death or permanent disability; (ii) a Transfer to a trust if you are considered to be the sole beneficial owner (determined under Section 671 of the Code and applicable state law) while the Award is held in the trust, and you and the trustee enter into transfer and other agreements reasonably required by the Company; (iii) a Transfer of your Award (or any Received Shares) pursuant to the terms of a domestic relations order, official marital settlement agreement or other divorce or separation instrument as permitted by Treasury Regulation 1.421-1(b)(2) that contains the information required by the Company to effectuate the transfer, provided that you and the designated transferee enter into transfer and other agreements reasonably required by the Company and with the acknowledgement that you are encouraged to discuss the proposed terms of any division of your Award (or any Received Shares) with the Company prior to finalizing the domestic relations order or marital settlement agreement to help ensure the required information is contained within the domestic relations order or marital settlement agreement; (iv) a designation of a third party who, on your death, will thereafter be entitled to your Award (or any Received Shares) and to receive the Shares issued thereunder or other consideration contemplated thereby by delivering written notice to the Company in a form approved by the Company and any broker designated by the Company to handle such designations; *provided* that in the absence of such a designation, your executor or administrator of your estate will be entitled to receive, on behalf of your estate, the Shares or other consideration contemplated by the Award; and/or (v) any Transfer approved by the Board; "Qualified Transferee" means any recipient of a Qualified Transfer; and "Family Group" means (i) your spouse, parents, siblings and/or descendants (whether natural or adopted)(collectively, the foregoing, "Family Members"), (ii) any trust solely for the benefit of you or your Family Members or other trusts solely for the benefit of the foregoing and (iii) any partnerships, corporations or limited liability companies where the only partners, shareholders or members are you or your Family Members or trusts referred to in clause (ii) of this definition.

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**SOLO BRANDS, INC.**

## 2021 INCENTIVE AWARD PLAN

### PERFORMANCE STOCK UNIT GRANT NOTICE

Capitalized terms not specifically defined in this Performance Stock Unit Grant Notice (the "**Amendment Grant Notice**"), by and between Solo Brands, LLC, (collectively with its parent company, have the meanings given to them in the 2021 Incentive Award Plan (as amended from time to time, the "**Plan**") of Solo Brands, Inc., all other affiliates, and any successor(s) thereto, the (the "**Company**"), and John Merris.

The Company has granted to the participant listed below ("**Participant**") the Awards that vest subject to Performance Criteria described in this Grant Notice (the "**Executive Performance Stock Units**" or "**PSUs**").

### RECITALS

**WHEREAS**, subject to the Company terms and conditions of the Plan and the Executive entered into Separation and Release of Claims Performance Stock Unit Agreement dated January 3, 2024 (the attached as **Exhibit A** (the "**Separation Agreement**") wherein the parties agreed to terminate Executive's employment, which included the monthly payment of Severance Benefits as defined therein;

**WHEREAS**, the parties intend to revise the Separation Agreement to reflect a lump sum severance payment that will terminate future Severance Benefits.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and understandings contained herein and other good and valuable consideration, the receipt and sufficiency both of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows: incorporated into this Grant Notice by reference.

1. Section 2.a shall be amended and restated in its entirety to read as follows:

**Participant:** Christopher T. Metz

**"Grant Date:** Severance Payment. Company shall pay you the sum of \$405,920 ("Severance Payment") less applicable withholdings. The Severance Payment shall be paid via the Company's standard payroll process on the next regular pay period after execution of this Agreement by both parties." April 8, 2024

**Number of PSUs:** 735,000

2. Section 2.b shall be amended and restated in its entirety to read as follows:

**"Health Care.** Company shall have no further obligation to provide health care benefits to you. You may elect to continue coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**") at your own cost." Vesting Schedule: See Annex

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By Participant's signature below, Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

### SOLO BRANDS, INC. PARTICIPANT

By: /s/ Kent Christensen By: /s/ Chris Metz

Name: Kent Christensen Name: Christopher T. Metz

Title: General Counsel

4/9/2024

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**Exhibit A**

## PERFORMANCE STOCK UNIT AGREEMENT

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

### ARTICLE I. GENERAL

3.1.1 **Limited Effect Award of PSUs.** Except The Company has granted the PSUs to Participant effective as expressly provided of the grant date set forth in the Grant Notice (the "**Grant Date**"). Each PSU represents the right to receive one Share or, at the option of the Company, an amount of cash, in either case, as set forth in this Amendment, all Agreement. Participant will have no right to the distribution of any Shares or payment of any cash until the time (if ever) the PSUs have vested.

1.2 **Incorporation of Terms of Plan.** The PSUs are subject to the terms and provisions conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Separation Agreement are Plan will control.

1.3 **Unsecured Promise.** The PSUs will at all times prior to settlement represent an unsecured Company obligation payable only from the Company's general assets.

### ARTICLE II. VESTING; FORFEITURE AND SETTLEMENT

2.1 **Vesting; Forfeiture.** The PSUs will vest according to the vesting schedule in the Grant Notice except that any fraction of a PSU that would otherwise be vested will be accumulated and will remain in full force vest only when a whole PSU has accumulated. In the event of Participant's Termination of Service for any reason, all unvested PSUs will immediately and effect automatically be cancelled and are hereby ratified and confirmed forfeited, except as otherwise determined by the parties hereto. Without limiting Administrator or provided in a binding written agreement between Participant and the generality Company, including the Grant Notice.

#### 2.2 Settlement.

(a) PSUs will be settled in Shares or cash at the Company's option as soon as administratively practicable after the vesting of the applicable PSU, but in no event more than thirty (30) days after the PSU's vesting date. Notwithstanding the foregoing, the amendments contained herein Company may delay any payment under this Agreement that the Company reasonably determines would violate Applicable Law until the earliest date the Company reasonably determines the making of the payment will not cause such a violation (in accordance with Treasury Regulation Section 1.409A-2(b)(7)(ii)), provided the Company reasonably believes the delay will not result in the imposition of excise taxes under Section 409A.

(b) At the time of settlement, Participant will receive one Share for each vested PSU. No fractional Shares will be construed issued upon settlement. The Company, in its sole discretion, may instead substitute an amount in cash for the vested PSU. If a PSU is settled in cash, the amount of cash paid with respect to the PSU will equal the Fair Market Value of a Share on the day immediately preceding the settlement date.

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### ARTICLE III. TAXATION AND TAX WITHHOLDING

3.1 **Representation.** Participant represents to the Company that Participant has reviewed with Participant's own tax advisors the tax consequences of this Award and the transactions contemplated by the Grant Notice and this Agreement. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

#### 3.2 Tax Withholding.

(a) Participant will not receive any shares issued upon settlement of the vested PSUs unless Participant makes arrangements acceptable to the Company to pay any withholding taxes that may be due as an amendment a result of the settlement of the vested PSUs. The Company has the right and option, but not the obligation, to treat Participant's failure to provide timely payment in accordance with the Plan of any withholding tax arising in connection with the PSUs as Participant's election to satisfy all or any portion of the withholding tax by requesting the Company reduce the amount of such withholding taxes from other compensation payable to the Participant or retain Shares otherwise issuable under the Award. The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the PSUs to, or waiver to cause any such Shares to be held in book-entry form by, Participant or his or her legal representative unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes applicable with respect to the taxable income of Participant resulting from the vesting and settlement of the PSUs or any other taxable event related thereto.



(b) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the PSUs, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the PSUs. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or payment of the PSUs or the subsequent sale of Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure the PSUs to reduce or eliminate Participant's tax liability.

**3.3 Broker-Assisted Sales.** In the event any tax withholding obligation arising in connection with the PSUs will be satisfied under Section 9.5(c) of the Plan, then the Company may elect to instruct any broker acceptable to the Company for such purpose to sell on Participant's behalf a whole number of Shares from those Shares then issuable upon the settlement of the PSUs as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the tax withholding obligation and to remit the proceeds of such sale to the Company or Subsidiary thereof with respect to which the withholding obligation arises. Participant's acceptance of these PSUs constitutes Participant's instruction and authorization to the Company and such broker to complete the transactions described in this Section 3.3, including the transactions described in the previous sentence, as applicable. In the event of any broker-assisted sale of Shares in connection with the payment of tax withholdings: (a) any Shares to be sold through a broker-assisted sale will be sold on the day the tax withholding obligation occurs or arises, or as soon thereafter as reasonably practicable; (b) such Shares may be sold as part of a block trade with other participants in the Plan in which all participants receive an average price; (c) Participant will be responsible for all broker's fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the proceeds of such sale exceed the applicable tax withholding obligation, the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (e) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the applicable tax withholding obligation; and (f) in the event the proceeds of such sale are insufficient to satisfy the applicable tax withholding obligation,

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Participant agrees to pay immediately upon demand to the Company or its applicable Subsidiary with respect to which the withholding obligation arises an amount in cash sufficient to satisfy any remaining portion of the applicable withholding obligation.

#### ARTICLE IV.

#### OTHER PROVISIONS

**4.1 Administration.** The Administrator shall have the power to interpret the Plan, the Grant Notice and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice and this Agreement as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested persons. To the extent allowable pursuant to Applicable Law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice or this Agreement.

**4.2 PSUs Not Transferrable.** Unless otherwise determined by the Administrator, (a) the PSUs may not be sold, assigned or transferred, pledged or otherwise encumbered, either voluntarily or by operation of law, except by will or the laws of descent and distribution or, subject to the Administrator's consent, pursuant to a domestic relations order and (b) neither the PSUs nor any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy). Any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by this Section 4.2.

**4.3 Adjustments.** Upon the occurrence of certain events as provided in Article VIII of the Plan, Participant acknowledges that the PSUs and the Shares subject to the PSUs are subject to adjustment, modification and termination.

**4.4 Notices.** Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address or facsimile number. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant at Participant's last known mailing address, email address or facsimile number in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service, when delivered by a nationally recognized express shipping company or upon receipt of a facsimile transmission confirmation.

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



4.6 Governing Law. The PSUs, Grant Notice and this Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, disregarding any state's choice-of-law principles requiring the application of a jurisdiction's laws other than the State of Delaware.

4.7 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws.

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4.8 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in the Plan and this Agreement, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

4.9 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Separation Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement, the PSUs will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

4.10 Section 409A. The PSUs are not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A. However, notwithstanding any other provision of the Plan, the Grant Notice or this Agreement, if at any time the Administrator determines that the PSUs (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as a waiver the Administrator determines are necessary or appropriate for the PSUs either to be exempt from the application of Section 409A or consent to comply with the requirements of Section 409A.

4.11 Claw-back Provisions. The PSUs (including any proceeds, gains or other economic benefit the Participant actually or constructively receives upon receipt of the PSUs or the settlement or resale of any Shares underlying this PSUs) will be subject to any further Company claw-back policy as in effect from time to time, including any claw-back policy adopted to comply with Applicable Laws (including the Dodd- Frank Wall Street Reform and Consumer Protection Act and any rules or future action regulations promulgated thereunder).

4.12 Entire Agreement. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

4.13 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

4.14 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of either party that would require the waiver or consent Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the other party. Company with respect to amounts credited and benefits payable, if any, with respect to the PSUs, and rights no greater than the right to receive cash or the Shares as a general unsecured creditor with respect to the PSUs, as and when settled pursuant to the terms of this Agreement.

4.15 No Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares issuable upon settlement of the PSUs unless and until certificates representing such Shares (which may be in book-entry form) will have been issued and recorded on the records of the Company or its transfer agents

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or registrars and delivered to Participant (including through electronic delivery to a brokerage account). No adjustment will be made for a dividend or other right for which the record date is prior to the date of such issuance, recordation and delivery, except as provided in Article VIII of the Plan.

4.16 Not a Contract of Employment. Nothing in the Plan, the Grant Notice or this Agreement confers upon Participant any right to continue in the employ or service of the Company or any Subsidiary or interferes with or restricts in any way the rights of the Company and its Subsidiaries, which rights are

hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

4.17 **Counterparts.** This Amendment shall become effective upon its execution and mutual delivery by the parties hereto. This Amendment The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which is will be deemed an original but and all of which together will constitute one and the same agreement, instrument. Delivery of an executed counterpart of a signature page to this Amendment electronically or Agreement by facsimile, “.pdf” format, scanned pages or other electronic means shall be effective as delivery of an original a manually executed counterpart to this Agreement.

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#### ANNEX

The PSUs will vest with respect to 1/3 of this Amendment, the shares subject thereto on the attainment of each of the following 30-day average VWAP goals (as described below) with respect to the Company's Class A Common Stock: \$4.00, \$5.00 and \$6.00, in each case, provided that such goals are attained on or prior to September 15, 2027 (the “Cut-off Date”) and, notwithstanding any provision of the Plan or the Agreement to the contrary and in each case, subject to your continued employment on the attainment date or such attainment date occurring within 180 days of the termination of your employment without Cause or resignation for Good Reason (as each is defined in that certain offer letter between you and the Company, dated as of January 3, 2024, as may be amended from time-to-time).

**IN WITNESS WHEREOF,** If there is a Change in Control (as defined in the parties hereto have executed this Amendment Plan as in effect on the date hereof) on or prior to the Cut- off Date, any unvested PSUs will vest immediately prior to any such Change in Control if the VWAP goals are attained substituting the Deal Price (as described below) for the 30-day average VWAP; provided, however, if the Deal Price is greater than \$4.00 but less than \$5.00, or greater than \$5.00 but less than \$6.00, the number of PSUs that will vest shall be determined based on a linear interpolation.

To the extent an average VWAP goal or Deal Price is not attained by the Cut-off Date, the applicable portion of the date first written above. PSUs will be forfeited on such date.

#### *Determination of Average VWAP and Deal Price.*

1. For purposes of the PSUs, the attainment of the applicable 30-day average VWAP goal shall be determined by the Committee or its delegate using the arithmetic average of the daily VWAP of the Company's Class A Common Stock for each of the 30 trading days immediately preceding (but not including) the date of determination. The daily VWAP shall be the volume weighted average price of the Class A Common Stock for the applicable trading day as reported on Bloomberg or a comparable recognized service.
2. For purposes of the PSUs, “Deal Price” means the total present value of the amount of cash consideration and the present value of any non-cash consideration received or potentially receivable for a share of the Company's Class A Common Stock by holders of shares in connection with a consummated Change in Control or, if no such consideration will be received for a share, the fair market value of a share on the day (or, if the shares are then publicly traded on an established national securities exchange or automated quotation system, the trading day) immediately prior to the Change in Control. The present value of any cash consideration and the present value of any non-cash consideration potentially receivable (including any consideration being held in escrow or subject to an earn-out or similar concept) will be reasonably determined in good faith by the Board, except that if such non-cash consideration is in the form of publicly traded securities, then the value of such publicly traded securities will be based on the volume weighted average trading price of such publicly traded securities over the five (5) trading day period ending three (3) business days prior to the date the Change in Control occurs.

**SOLO BRANDS, LLC** If dividends are declared on the Company's Common Stock after the Grant Date but before the PSUs herein are settled, upon the payment of any such dividend, you shall be entitled to receive a number of “Dividend- equivalent PSUs” determined by (i) multiplying the number of PSUs (including any dividend equivalent PSUs) outstanding on each dividend payment date by the dividend per Share to determine the dividend equivalent amount for each dividend payment date; and (ii) dividing the amount determined in clause (i) by the Fair Market Value of a Share on the date any such dividends are paid to determine the number of dividend equivalent PSUs. Dividend-equivalent PSUs shall be paid at the same time, in the same manner, and subject to the same vesting and other requirements and restrictions as the PSUs to which they relate.

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**By:** In addition to any other limitation on transfer created by the Plan and/or applicable securities laws, following the vesting of any of the PSUs pursuant to this Agreement, you may not Transfer (as defined below) any of the applicable Shares you received in respect of such vested PSUs, net of any Shares used to satisfy any tax withholding or tax liability pursuant to that certain letter agreement, dated January 25, 2024, between the Company and you (such total Shares received by you after such net settlement, the "Received Shares"), or any interest in such Received Shares until the earliest of (w) the termination of your employment by the Company without Cause or by you for Good Reason (as each is defined in that certain offer letter, dated January 3, 2024, by and between the Company and you); (x) your death; (y) the second anniversary of the vesting of such PSUs pursuant to this Agreement or (z) immediately prior to a Change in Control, in each case which these restrictions shall lapse with respect to both you and any Qualified Transferee(s) (as defined below). As used in this Agreement, the term "Transfer" means any sale, encumbrance, pledge, gift or other form of disposition or transfer of the Received Shares or any legal or equitable interest therein; *provided, however*, that the term Transfer does not include a Qualified Transfer (as defined below) with respect to the Award. In such case, the transferee or other recipient will receive and hold the Received Shares so transferred subject to the provisions of this Agreement, and there will be no further transfer of such shares except in accordance with the terms of this Agreement. For purposes of this Agreement, "Qualified Transfer" means: (i) a Transfer to a member of your Family Group or your executors, conservators and representatives in the event of your death or permanent disability; (ii) a Transfer to a trust if you are considered to be the sole beneficial owner (determined under Section 671 of the Code and applicable state law) while the Award is held in the trust, and you and the trustee enter into transfer and other agreements reasonably required by the Company; (iii) a Transfer of your Award (or any Received Shares) pursuant to the terms of a domestic relations order, official marital settlement agreement or other divorce or separation instrument as permitted by Treasury Regulation 1.421-1(b)(2) that contains the information required by the Company to effectuate the transfer, provided that you and the designated transferee enter into transfer and other agreements reasonably required by the Company and with the acknowledgement that you are encouraged to discuss the proposed terms of any division of your Award (or any Received Shares) with the Company prior to finalizing the domestic relations order or marital settlement agreement to help ensure the required information is contained within the domestic relations order or marital settlement agreement; (iv) a designation of a third party who, on your death, will thereafter be entitled to your Award (or any Received Shares) and to receive the Shares issued thereunder or other consideration contemplated thereby by delivering written notice to the Company in a form approved by the Company and any broker designated by the Company to handle such designations; *provided that* in the absence of such a designation, your executor or administrator of your estate will be entitled to receive, on behalf of your estate, the Shares or other consideration contemplated by the Award; and/or (v) any Transfer approved by the Board; "Qualified Transferee" means any recipient of a Qualified Transfer; and "Family Group" means (i) your spouse, parents, siblings and/or descendants (whether natural or adopted)(collectively, the foregoing, "Family Members"), (ii) any trust solely for the benefit of you or your Family Members or other trusts solely for the benefit of the foregoing and (iii) any partnerships, corporations or limited liability companies where the only partners, shareholders or members are you or your Family Members or trusts referred to in clause (ii). **/s/ Kent Christensen Name:**

**Kent Christensen**

**Title: General Counsel**

**EXECUTIVE**

**By: /s/ John Merris Name: John Merris** of this definition.

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Exhibit 31.1

#### CERTIFICATION

I, Chris Metz, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Solo Brands, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 9, 2024 August 7, 2024

By: \_\_\_\_\_  
 Chris Metz  
 Chief Executive Officer  
 (Principal Executive Officer)

Exhibit 31.2

## CERTIFICATION

I, Laura Coffey, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Solo Brands, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

- (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
- (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 9, 2024 August 7, 2024

By: \_\_\_\_\_ /s/ Laura Coffey

Laura Coffey  
Chief Financial Officer  
(Principal Financial Officer)

Exhibit 32.1

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

In connection with the Quarterly Report on Form 10-Q of Solo Brands, Inc. (the "Company") for the period ended March 31, 2024 June 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 9, 2024 August 7, 2024

By: \_\_\_\_\_ /s/ Chris Metz

Chris Metz  
Chief Executive Officer  
(Principal Executive Officer)

The foregoing certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. § 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Laura Coffey  
Laura Coffey  
Chief Financial Officer  
(Principal Financial Officer)

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