

**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 December 28, 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 001-40175

SYMBOTIC INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

98-1572401

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

**200 Research Drive
Wilmington , MA 01887
(978) 284-2800**

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

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, par value \$0.0001 per share	SYM	The Nasdaq Stock Market LLC

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate web site, if any, every Interactive Data File required to be submitted and posted 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 and post such files). Yes ☒ No ☐

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

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

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

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

As of February 3, 2025, the following shares of common stock were outstanding:

- 107,704,510 shares of Class A common stock, par value \$0.0001 per share
- 76,378,094 shares of Class V-1 common stock, par value \$0.0001 per share
- 404,309,196 shares of Class V-3 common stock, par value \$0.0001 per share

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CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, 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"). These statements include, but are not limited to, our expectations or predictions of future financial or business performance or conditions. Forward-looking statements are inherently subject to risks, uncertainties and assumptions. Generally, statements that are not historical facts, including statements concerning our possible or assumed future actions, business strategies, events or results of operations, are forward-looking statements. These statements may be preceded by, followed by or include the words "believes," "estimates," "expects," "projects," "forecasts," "may," "will," "should," "seeks," "plans," "scheduled," "anticipates," or "intends" or similar expressions.

Forward-looking statements contained in this Quarterly Report on Form 10-Q include, but are not limited to, statements about our ability to, or expectations that Symbotic will:

- meet the technical requirements of existing or future supply agreements with its customers, including with respect to existing backlog;
- expand its target customer base and maintain its existing customer base;
- realize the benefits expected from the acquisition of Walmart's Advanced Systems and Robotics business, the GreenBox joint venture, the Commercial Agreement with GreenBox, Symbotic's acquisitions of developed technology intangible assets, and the commercial agreement with Walmart de México y Centroamérica;
- realize its outlook, including its system gross margin;
- anticipate industry trends;
- maintain and enhance its system;
- maintain the listing of the Symbotic Class A Common Stock on Nasdaq;
- execute its growth strategy;
- develop, design and sell systems that are differentiated from those of competitors;
- execute its research and development strategy;
- acquire, maintain, protect and enforce intellectual property;
- attract, train and retain effective officers, key employees or directors;
- comply with laws and regulations applicable to its business;
- stay abreast of modified or new laws and regulations applying to its business;
- successfully defend litigation;
- issue equity securities in connection with future transactions;
- meet future liquidity requirements and, if applicable, comply with restrictive covenants related to long-term indebtedness;
- timely and effectively remediate any material weaknesses in its internal control over financial reporting;
- anticipate rapid technological changes; and
- effectively respond to general economic and business conditions.

Forward-looking statements made in this Quarterly Report on Form 10-Q also include, but are not limited to, statements with respect to:

- the future performance of Symbotic's business and operations;
- expectations regarding revenues, expenses, adjusted EBITDA and anticipated cash needs;
- expectations regarding cash flow, liquidity and sources of funding;
- expectations regarding capital expenditures;
- the anticipated benefits of Symbotic's leadership structure;
- the effects of pending and future legislation;
- business disruption;
- disruption to the business due to Symbotic's dependency on certain customers;

- increasing competition in the warehouse automation industry;
- any delays in the design, production or launch of Symbotic's systems and products;
- the failure to meet customers' requirements under existing or future contracts or customer's expectations as to price or pricing structure;
- any defects in new products or enhancements to existing products;
- the fluctuation of operating results from period to period due to a number of factors, including the pace of customer adoption of Symbotic's new products and services and any changes in its product mix that shift too far into lower gross margin products; and
- any consequences associated with joint ventures and legislative and regulatory actions and reforms.

Such forward-looking statements involve risks and uncertainties that may cause actual events, results or performance to differ materially from those indicated by such statements. Certain of these risks are identified and discussed in other sections of this Quarterly Report on Form 10-Q and in our Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission ("SEC") on December 4, 2024. These risk factors will be important to consider in determining future results and should be reviewed in their entirety. These forward-looking statements are expressed in good faith, and we believe there is a reasonable basis for them. However, there can be no assurance that the events, results or trends identified in these forward-looking statements will occur or be achieved. Forward-looking statements are provided for the purposes of assisting the reader in understanding our financial performance, financial position and cash flows as of and for periods ended on certain dates and to present information about management's current expectations and plans relating to the future, and the reader is cautioned not to place undue reliance on these forward-looking statements because of their inherent uncertainty and to appreciate the limited purposes for which they are being used by management. While we believe that the assumptions and expectations reflected in the forward-looking statements are reasonable based on information currently available to management, there is no assurance that such assumptions and expectations will prove to have been correct.

The forward-looking statements made in this Quarterly Report on Form 10-Q relate only to events as of the date on which the statements are made and are based on the beliefs, estimates, expectations and opinions of management on that date. We are not under any obligation, and expressly disclaim any obligation, to update, alter or otherwise revise any forward-looking statements made in this Quarterly Report on Form 10-Q, whether as a result of new information, future events or otherwise, except as required by law.

In addition to factors previously disclosed in our Annual Report on Form 10-K filed with the SEC on December 4, 2024, and those identified elsewhere in this Quarterly Report on Form 10-Q, the following factors, among others, could cause actual results to differ materially from forward-looking statements or historical performance: failure to realize the benefits expected from adding to Symbotic's base of outsourcing partners and the effects of pending and future legislation.

Annualized and estimated numbers are not forecasts and may not reflect actual results.

In this Quarterly Report on Form 10-Q, the terms "Symbotic," "we," "us," and "our" refer to Symbotic Inc. and its subsidiaries, unless the context indicates otherwise.

PART I - FINANCIAL INFORMATION

Item 1. Unaudited Condensed Consolidated Financial Statements

Symbotic Inc.
Unaudited Condensed Consolidated Balance Sheets
(in thousands, except share data)

	December 28, 2024	September 28, 2024
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 903,034	\$ 727,310
Accounts receivable	134,391	201,548
Unbilled accounts receivable	223,349	218,233
Inventories	108,691	106,136
Deferred expenses	3,221	1,058
Prepaid expenses and other current assets	85,740	101,252
Total current assets	1,458,426	1,355,537
Property and equipment, net	105,079	97,109
Intangible assets, net	14,949	3,664
Equity method investment	85,946	81,289
Other assets	51,222	40,953
Total assets	\$ 1,715,622	\$ 1,578,552
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 206,324	\$ 175,188
Accrued expenses	203,353	165,644
Deferred revenue	787,174	676,314
Total current liabilities	1,196,851	1,017,146
Deferred revenue	76,712	129,233
Other liabilities	48,134	42,043
Total liabilities	1,321,697	1,188,422
Commitments and contingencies (Note 13)	—	—
Equity:		
Class A Common Stock, 3,000,000,000 shares authorized, 106,521,915 and 104,689,377 shares issued and outstanding at December 28, 2024 and September 28, 2024, respectively	13	13
Class V-1 Common Stock, 1,000,000,000 shares authorized, 76,588,618 and 76,965,386 shares issued and outstanding at December 28, 2024 and September 28, 2024, respectively	7	7

Class V-3 Common Stock, 450,000,000 shares authorized, 404,309,196 and 404,309,196 shares issued and outstanding at December 28, 2024 and September 28, 2024, respectively	40	40
Additional paid-in capital	1,526,573	1,523,692
Accumulated deficit	(1,327,401)	(1,323,925)
Accumulated other comprehensive loss	(2,696)	(2,594)
Total stockholders' equity	196,536	197,233
Noncontrolling interest	197,389	192,897
Total equity	393,925	390,130
Total liabilities and equity	\$ 1,715,622	\$ 1,578,552

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

Symbotic Inc.
Unaudited Condensed Consolidated Statements of Operations
(in thousands, except share and per share information)

	For the Three Months Ended	
	December 28, 2024	December 30, 2023
Revenue:		
Systems	\$ 464,059	\$ 347,705
Software maintenance and support	5,525	2,169
Operation services	17,109	10,069
Total revenue	486,693	359,943
Cost of revenue:		
Systems	381,819	283,946
Software maintenance and support	1,884	1,726
Operation services	22,951	10,214
Total cost of revenue	406,654	295,886
Gross profit	80,039	64,057
Operating expenses:		
Research and development expenses	43,592	42,144
Selling, general, and administrative expenses	61,076	47,012
Total operating expenses	104,668	89,156
Operating loss	(24,629)	(25,099)
Other income, net	7,823	6,199
Loss before income tax and equity method investment	(16,806)	(18,900)
Income tax expense	(150)	(172)
Loss from equity method investment	(1,564)	—
Net loss	(18,520)	(19,072)
Net loss attributable to noncontrolling interests	(15,044)	(16,236)
Net loss attributable to common stockholders	\$ (3,476)	\$ (2,836)
Loss per share of Class A Common Stock:		
Basic and Diluted	\$ (0.03)	\$ (0.03)
Weighted-average shares of Class A Common Stock outstanding:		
Basic and Diluted	106,098,566	83,320,943

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

Symbotic Inc.
Unaudited Condensed Consolidated Statements of Comprehensive Loss
(in thousands)

	For the Three Months Ended	
	December 28, 2024	December 30, 2023
Net loss	\$ (18,520)	\$ (19,072)
Less: Net loss attributable to noncontrolling interests	(15,044)	(16,236)
Net loss attributable to common stockholders	<u>\$ (3,476)</u>	<u>\$ (2,836)</u>
Other comprehensive income (loss):		
Foreign currency translation adjustments	(563)	360
Changes in unrealized gain on investments, net of income taxes of \$ — for the three months ended December 28, 2024 and December 30, 2023	—	(911)
Total other comprehensive loss	<u>(563)</u>	<u>(551)</u>
Less: other comprehensive loss attributable to noncontrolling interests	(461)	(468)
Other comprehensive loss attributable to common stockholders	<u>\$ (102)</u>	<u>\$ (83)</u>
Comprehensive loss	(19,083)	(19,623)
Less: Comprehensive loss attributable to noncontrolling interests	(15,505)	(16,704)
Total comprehensive loss attributable to common stockholders	<u><u>\$ (3,578)</u></u>	<u><u>\$ (2,919)</u></u>

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

Symbotic Inc.
Unaudited Condensed Consolidated Statements of Changes in Equity (Deficit)
(in thousands, except share information)

Three Months Ended December 28, 2024

	Class A Common Stock		Class V-1 Common Stock		Class V-3 Common Stock		Additional Paid-in Capital	Accumulated			Total Equity (Deficit)
	Shares	Amount	Shares	Amount	Shares	Amount		Other Comprehensive Loss	Accumulated Deficit	Noncontrolling Interest	
Balance at September 28, 2024	104,689,377	\$ 13	76,965,386	\$ 7	404,309,196	\$ 40	\$ 1,523,692	\$ (2,594)	\$ (1,323,925)	\$ 192,897	\$ 390,130
Net loss	—	—	—	—	—	—	—	—	(3,476)	(15,044)	(18,520)
Issuance of common stock under stock plans, net of shares withheld for employee taxes	1,652,671	—	—	—	—	—	(3,012)	—	—	—	(3,012)
Exchange of Class V-1 common stock	179,867	—	(179,867)	—	—	—	1,044	—	—	(1,044)	—
Cancellation of Class V-1 common stock	—	—	(196,901)	—	—	—	—	—	—	—	—
Stock-based compensation	—	—	—	—	—	—	4,849	—	—	21,891	26,740
Other comprehensive loss	—	—	—	—	—	—	—	(102)	—	(461)	(563)
Distribution to Symbotic Holdings LLC partners	—	—	—	—	—	—	—	—	—	(850)	(850)
Balance at December 28, 2024	106,521,915	\$ 13	76,588,618	\$ 7	404,309,196	\$ 40	\$ 1,526,573	\$ (2,696)	\$ (1,327,401)	\$ 197,389	\$ 393,925

Three Months Ended December 30, 2023

	Class A Common Stock		Class V-1 Common Stock		Class V-3 Common Stock		Additional Paid-in Capital - Warrants	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Noncontrolling Interest	Total Equity (Deficit)
	Shares	Amount	Shares	Amount	Shares	Amount						
Balance at September 30, 2023	82,112,881	\$ 8	66,931,097	\$ 7	407,528,941	\$ 41	\$ 58,126	\$ 1,254,022	\$ (1,687)	\$ (1,310,435)	\$ (2,798)	\$ (2,716)
Net loss	—	—	—	—	—	—	—	—	—	(2,836)	(16,236)	(19,072)
Issuance of common stock under stock plans, net of shares withheld for employee taxes	665,842	—	—	—	—	—	—	(8)	—	—	(50)	(58)
Exchange of Class V-1 and V-3 common stock	2,327,865	2	(1,311,865)	(2)	(1,016,000)	—	—	(536)	—	—	536	—
Stock-based compensation	—	—	—	—	—	—	—	4,375	—	—	25,087	29,462
Other comprehensive loss	—	—	—	—	—	—	—	—	(83)	—	(468)	(551)
Exercise of warrants	—	—	15,870,411	3	—	—	(58,126)	—	—	—	216,828	158,705
Balance at December 30, 2023	85,106,588	\$ 10	81,489,643	\$ 8	406,512,941	\$ 41	\$ —	\$ 1,257,853	\$ (1,770)	\$ (1,313,271)	\$ 222,899	\$ 165,770

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

Symbotic Inc.
Unaudited Condensed Consolidated Statements of Cash Flows
(in thousands)

	For the Three Months Ended	
	December 28, 2024	December 30, 2023
Cash flows from operating activities:		
Net loss	\$ (18,520)	\$ (19,072)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	7,645	3,197
Foreign currency (gains) losses	(32)	22
Loss on disposal of assets	201	—
Provision for excess and obsolete inventory	688	70
Stock-based compensation	26,773	29,462
Changes in operating assets and liabilities:		
Accounts receivable	67,376	(83,789)
Inventories	(10,425)	(1,567)
Prepaid expenses and other current assets	10,317	(32,653)
Deferred expenses	(2,164)	(7,152)
Other assets	(1,079)	(5,906)
Accounts payable	31,145	(7,261)
Accrued expenses and other current liabilities	45,540	15,716
Deferred revenue	58,336	69,966
Other liabilities	(10,774)	8,817
Net cash provided by (used in) operating activities	205,027	(30,150)
Cash flows from investing activities:		
Purchases of property and equipment	(7,357)	(2,173)
Capitalization of internal use software development costs	—	(820)
Proceeds from maturities of marketable securities	—	150,000
Purchases of marketable securities	—	(48,317)
Acquisitions of strategic investments	(17,992)	—
Net cash provided by (used in) investing activities	(25,349)	98,690
Cash flows from financing activities:		
Payment for taxes related to net share settlement of stock-based compensation awards	(3,012)	(56)
Proceeds from exercise of warrants	—	158,702
Distributions to or on behalf of Symbotic Holdings LLC partners	(850)	—
Net cash provided by (used in) financing activities	(3,862)	158,646
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	(84)	(2)
Net increase in cash, cash equivalents, and restricted cash	175,732	227,184
Cash, cash equivalents, and restricted cash — beginning of period	730,354	260,918
Cash, cash equivalents, and restricted cash — end of period	\$ 906,086	\$ 488,102

Non-cash activities:			
Operating lease right-of-use assets obtained in exchange for operating lease liabilities	\$	7,988	\$ 5,818
Transfer of equipment from inventories to property and equipment	\$	7,982	\$ —

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

Symbotic Inc.
Notes to Unaudited Condensed Consolidated Financial Statements

1. Organization and Operations

SVF Investment Corp. 3, formerly known as SVF Investment III Corp., ("SVF 3" and, after the transactions described below, "Symbotic" or the "Company") was a blank check company incorporated as a Cayman Islands exempted company on December 11, 2020. Warehouse Technologies LLC ("Legacy Warehouse") was formed in December 2006 to make investments in companies that develop new technologies to improve operating efficiencies in modern warehouses. Symbotic LLC, a technology company that develops and commercializes innovative technologies for use within warehouse operations, and Symbotic Group Holdings, ULC were wholly owned subsidiaries of Legacy Warehouse. On December 12, 2021, (i) SVF 3 entered into an Agreement and Plan of Merger (the "Merger Agreement") with Legacy Warehouse, Symbotic Holdings LLC ("Symbotic Holdings"), and Saturn Acquisition (DE) Corp., a wholly owned subsidiary of SVF 3 ("Merger Sub") and (ii) Legacy Warehouse entered into an Agreement and Plan of Merger (the "Company Merger Agreement") with Symbotic Holdings.

On June 7, 2022, as contemplated by the Company Merger Agreement, Legacy Warehouse merged with and into Symbotic Holdings (the "Company Reorganization"), with Symbotic Holdings surviving the merger ("Interim Symbotic"). Immediately following such merger, on June 7, 2022, as contemplated by the Merger Agreement, SVF 3 transferred by way of continuation from the Cayman Islands and domesticated as a Delaware corporation, changing its name to "Symbotic Inc." Immediately following the domestication of SVF 3, on June 7, 2022, as contemplated by the Merger Agreement, Merger Sub merged with and into Interim Symbotic (the "Merger" and, together with the Company Reorganization, the "Business Combination"), with Interim Symbotic surviving the merger as a subsidiary of Symbotic ("New Symbotic Holdings").

Symbotic is an automation technology company established to develop technologies to improve operating efficiencies in modern warehouses. The Company's vision is to make the supply chain work better for everyone. The Company does this by developing innovative, comprehensive technology solutions that dramatically improve supply chain operations. The Company currently automates the processing of pallets and cases in large warehouses for some of the largest retail companies in the world. Its systems enhance operations at the front end of the supply chain, and therefore benefit all supply partners further down the chain, irrespective of fulfillment strategy.

The Company's headquarters are located in Wilmington, Massachusetts, and its Canadian headquarters are located in Montreal, Quebec.

2. Summary of Significant Accounting Policies

Basis of Presentation and Consolidation

The accompanying unaudited condensed consolidated financial statements have been prepared in U.S. dollars, in accordance with accounting principles generally accepted in the United States of America ("GAAP"). Certain information and note disclosures normally included in the Company's annual audited consolidated financial statements and accompanying notes prepared in accordance with GAAP have been condensed in, or omitted from, these interim financial statements. Accordingly, these unaudited condensed consolidated financial statements included herein should be read in conjunction with the audited consolidated financial statements and accompanying notes thereto as of and for the year ended September 28, 2024, which are included within the Company's Annual Report on Form 10-K filed with the SEC on December 4, 2024. The September 28, 2024 consolidated balance sheet included herein is derived from the Company's audited consolidated financial statements.

The accompanying unaudited condensed consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries and majority-owned subsidiaries and reflect all adjustments (consisting solely of normal, recurring adjustments) which are, in the opinion of management, necessary for a fair statement of results for the interim periods presented. All intercompany balances and transactions have been eliminated in consolidation. The consolidated financial statements include 100% of the accounts of wholly owned and majority-owned subsidiaries and the ownership interest of the minority investor is recorded as a non-controlling interest in a subsidiary. The results of operations for the interim periods presented are not necessarily indicative of the results to be expected for any future period or the entire fiscal year.

The Company operates and reports using a 52-53 week fiscal year ending on the last Saturday of September of each calendar year. Each of the Company's fiscal quarters end on the last Saturday of the third month of each quarter.

Use of Estimates

The preparation of unaudited condensed consolidated financial statements in conformity with GAAP requires management to make estimates, judgments, and assumptions that affect the reported amounts of assets, liabilities, revenue, and expenses, and the amounts disclosed in the related notes to the consolidated financial statements. Actual results and outcomes may differ materially from management's estimates, judgments, and assumptions. Significant estimates, judgments, and assumptions used in these financial statements include, but are not limited to, those related to revenue, useful lives and realizability of long-lived assets, accounting for income taxes and related valuation allowances, and stock-based compensation. Estimates are periodically reviewed in light of changes in circumstances, facts, and experience.

Significant Accounting Policies

The Company's significant accounting policies are described in Note 2, *Summary of Significant Accounting Policies*, to the audited consolidated financial statements and related notes thereto as of and for the year ended September 28, 2024. There have been no material changes to the significant accounting policies during the three month period ended December 28, 2024.

Presentation of Restricted Cash

Restricted cash primarily consists of collateral required for a credit card processing program and a U.S. customs bond. The short-term or long-term classification is determined in accordance with the required amount of time the cash is to be held as collateral, which is short-term for less than 12 months, and long-term for greater than 12 months from the balance sheet date. The following table summarizes the end-of-period cash and cash equivalents from the Company's Consolidated Balance Sheets and the total cash, cash equivalents, and restricted cash as presented on the accompanying Consolidated Statements of Cash Flows (in thousands):

	Three Months Ended	
	December 28, 2024	December 30, 2023
Cash and cash equivalents	\$ 903,034	\$ 485,952
Restricted cash classified in:		
Prepaid expenses and other current assets	870	—
Other assets	2,182	2,150
Cash, cash equivalents, and restricted cash shown in the statement of cash flows	<u>\$ 906,086</u>	<u>\$ 488,102</u>

Volume of Business

The Company has concentration in the volume of purchases it conducts with its suppliers. For the three months ended December 28, 2024, there were two suppliers that accounted for greater than 10% of total purchases, and the aggregate purchases amounted to \$ 87.1 million. For the three months ended December 30, 2023, there was one supplier that accounted for greater than 10% of total purchases, and the aggregate purchases amounted to \$ 40.0 million.

Recent Accounting Pronouncements

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures" ("ASU 2023-07"). ASU 2023-07 enhances segment reporting under Topic 280 by expanding the breadth and frequency of segment disclosures. ASU 2023-07 requires disclosure of significant expenses that are regularly provided to an entity's chief operating decision maker ("CODM") and included in the reported measure(s) of a segment's profit or loss. When applying this disclosure requirement, an entity identifies the segment expenses that are regularly provided to the CODM or easily computable from information that is regularly provided to the CODM. Entities are also required to disclose other segment items, i.e., the difference between reported segment revenue less the significant segment expenses and the reported measure(s) of a segment's profit or loss. ASU 2023-07 also clarifies that single reportable segment entities are subject to Topic 280 in its entirety. ASU 2023-07 is effective for public entities for fiscal years beginning after December 15, 2023, and interim periods in fiscal years beginning after December 15, 2024. The amendments in ASU 2023-07 should be adopted retrospectively unless impracticable. Early adoption is permitted. The disclosures required by ASU 2023-07 are not expected to have a material effect on the Company's consolidated financial statements.

In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures" ("ASU 2023-09"). ASU 2023-09 requires public entities, on an annual basis, to provide: a tabular rate reconciliation (using both percentages and reporting currency amounts) of (1) the reported income tax expense (or benefit) from continuing operations, to (2) the product of the income (or loss) from continuing operations before income taxes and the applicable statutory federal (national) income tax rate of the jurisdiction (country) of domicile using specific categories, and separate disclosure for any reconciling items within certain categories that are equal to or greater than a specified quantitative threshold. For each annual period presented, ASU 2023-09 also requires all reporting entities to disclose the year-to-date amount of income taxes paid (net of refunds received) disaggregated by federal (national), state, and foreign. It also requires additional disaggregated information on income taxes paid (net of refunds received) to an individual jurisdiction equal to or greater than 5% of total income taxes paid (net of refunds received). ASU 2023-09 is effective for public entities for fiscal years beginning after December 15, 2024. ASU 2023-09 is to be applied on a prospective basis with the option to apply the standard retrospectively. Early adoption is permitted. The Company is currently evaluating the impact that ASU 2023-09 will have on its consolidated financial statements.

In November 2024, the FASB issued ASU 2024-03, "Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures (Subtopic 220-40) - Disaggregation of Income Statement Expenses," ("ASU 2024-03"), which requires additional disclosure about specified categories of expenses included in relevant expense captions presented on the income statement. The amendments are effective for annual periods beginning after December 15, 2026, and for interim periods within fiscal years beginning after December 15, 2027. Early adoption is permitted. The amendments may be applied either prospectively or retrospectively. The Company is currently evaluating the impact that ASU 2024-03 will have on its disclosures.

The Company considers the applicability and impact of all ASUs issued by the FASB. There are no other accounting pronouncements which have been issued but are not yet effective that would have a material impact on the consolidated financial statements when adopted.

3. Noncontrolling Interests

Noncontrolling interests represent the portion of net assets in consolidated entities that are not owned by the Company.

The following table summarizes the ownership of Symbolic stock for the three months ended December 28, 2024.

	Class A Common Stock	Class V-1 and Class V-3 Common Stock	Total	Class A Common Stock	Class V-1 and Class V-3 Common Stock	Total
Balance at September 28, 2024	104,689,377	481,274,582	585,963,959			
Issuances	1,652,671	—	1,652,671			
Exchanges	179,867	(179,867)	—			
Cancellations	—	(196,901)	(196,901)			
Balance at December 28, 2024	106,521,915	480,897,814	587,419,729	18.1 %	81.9 %	100 %

4. Revenue

The Company generates revenue through its design and installation of supply chain automation systems (the "System") to automate customers' depalletizing, storage, selection, and palletization warehousing processes. The System has both a hardware component and an essential software component that enables the System to be programmed to operate within specific customer environments. The Company enters into contracts with customers that can include various combinations of services to design and install the System. These services are generally distinct and accounted for as separate performance obligations. As a result, each customer contract may contain multiple performance obligations. The Company determines whether performance obligations are distinct based on whether the customer can benefit from the product or service on its own or together with other resources that are readily available and whether the Company's commitment to provide the services to the customer is separately identifiable from other obligations in the contract.

The Company recognizes revenue upon transfer of control of promised goods or services in a contract with a customer, generally as title and risk of loss pass to the customer, in an amount that reflects the consideration the Company expects to receive in exchange for those products or services. Revenue is recognized only to the extent that it is probable that a significant reversal of revenue will not occur and when collection is considered probable. In instances where the timing of revenue recognition differs from the timing of invoicing, the Company has determined its contracts do not include a significant financing component. Taxes collected from customers, which are subsequently remitted to governmental authorities, are excluded from revenue. Shipping and handling costs billed to customers are included in revenue and the related costs are included in cost of revenue when incurred. The Company presents amounts collected from customers for sales and other taxes net of the related amounts remitted.

The design, assembly, and installation of a System includes substantive customer-specified acceptance criteria that allow the customer to accept or reject Systems that do not meet the customer's specifications. When the Company cannot objectively determine that acceptance criteria will be met upon contract inception, revenue relating to Systems is deferred and recognized at a point in time upon final acceptance from the customer. If acceptance can be reasonably certain upon contract inception, revenue is recognized over time based on an input method, using a cost-to-cost measure of progress. Under this method, revenue is recorded based on the ratio of costs incurred over total estimated contract costs. This method provides a faithful depiction of the transfer of the System to the customer because the costs incurred represent the Company's inputs towards satisfying the performance obligation.

Disaggregation of Revenue

The Company provides disaggregation of revenue based on product and service type on the consolidated statements of operations as it believes these categories best depict how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors.

Contract Balances

The following table provides information about accounts receivable, unbilled accounts receivable, and contract liabilities from contracts with customers (in thousands):

	December 28, 2024		September 28, 2024	
Accounts receivable	\$	134,391	\$	201,548
Unbilled accounts receivable	\$	223,349	\$	218,233
Contract liabilities	\$	863,886	\$	805,547

The change in the opening and closing balances of the Company's accounts receivable primarily results from the increase in customer System implementations in the current fiscal year as well as the timing of when customer payments are due. The change in the opening and closing balances of the Company's contract liabilities primarily results from the timing difference between the Company's performance and customer payments. The Company's performance obligations are typically satisfied over time as work is performed. Payment from customers can vary, and is often received in advance of satisfaction of the performance obligations, resulting in a contract liability balance. During the three months ended December 28, 2024, the Company recognized \$ 101.1 million of the contract liability balance at September 28, 2024, as revenue upon transfer of the products or services to customers. During the three months ended December 30, 2023, the Company recognized \$ 249.7 million of the contract liability balance at September 30, 2023, as revenue upon transfer of the products or services to customers.

Remaining Performance Obligations

Remaining performance obligations represent the aggregate amount of the transaction price allocated to performance obligations not delivered, or partially undelivered, at the end of the reporting period. Remaining performance obligations include deferred revenue plus unbilled amounts not yet recorded in deferred revenue. Remaining performance obligation estimates are subject to change and are affected by several factors, including terminations, changes in scope of contracts, periodic revalidation, adjustments for revenue that have not materialized, adjustments for inflation, and adjustments for currency. The definition of remaining performance obligations excludes those contracts that provide the customer with the right to cancel or terminate the contract without incurring a substantial penalty as well as operation services contracts. For contracts with a duration of greater than one year, the transaction price allocated to performance obligations that are unsatisfied as of December 28, 2024 was \$ 22.4 billion, which is primarily comprised of undelivered or partially undelivered Systems under contract, and which a substantial majority relates to undelivered or partially undelivered Systems in connection with the Master Automation Agreement ("MAA") with Walmart Inc. ("Walmart") to implement Systems in all of Walmart's 42 regional distribution centers, and in connection with the Commercial Agreement with GreenBox (as defined below) under which Symbotic will implement its System into GreenBox distribution center locations. As the Company accounts for GreenBox as an equity method investment, the remaining performance obligation includes the Company's proportionate share of unconsolidated variable interest entity contracts. The Company expects to recognize approximately 11 % of its remaining performance obligations as revenue in the next 12 months, approximately 57 % of its remaining performance obligations as revenue within the next 13 to 60 months, and the remaining thereafter, which is dependent on the timing of System installation timelines. The Company does not disclose the value of remaining performance obligations for contracts with an original expected duration of one year or less.

Significant Customers

For the three months ended December 28, 2024 and December 30, 2023, there was one customer, including all affiliates, subsidiaries, and consolidated entities, that individually accounted for 10% or more of total revenue. The following table represents this customer's aggregate percent of total revenue.

	Three Months Ended	
	December 28, 2024	December 30, 2023
Customer A	86.1 %	82.0 %

At December 28, 2024 and September 28, 2024, there was one customer that accounted for over 10% of the Company's accounts receivable balance. The following table represents this customer's aggregate percent of total accounts receivable.

	December 28, 2024	September 28, 2024
Customer A	89.5 %	92.8 %

The concentration in the volume of business transacted with this customer may lead to a material impact on the Company's results from operations if a total or partial loss of the business relationship were to occur. As of the date of the issuance of these financial statements, the Company is not aware of any specific event or circumstance which would result in a material adverse impact to its results of operations or liquidity and financial condition.

5. Leases

The Company leases office space in Wilmington, MA, Montreal, QC, Plant City, FL, and Milpitas, CA through operating lease arrangements. The Company has no finance lease agreements. The operating lease arrangements expire at various dates through December 2030.

The following table presents the balance sheet location of the Company's operating leases for each of the periods presented (in thousands):

	December 28, 2024	September 28, 2024
ROU assets:		
Other long-term assets	\$ 21,925	\$ 15,257
Lease Liabilities:		
Accrued expenses and other current liabilities	\$ 2,244	\$ 1,647
Other long-term liabilities	22,515	16,076
Total lease liabilities	<u>\$ 24,759</u>	<u>\$ 17,723</u>

The following table presents maturities of the Company's operating lease liabilities as of December 28, 2024, presented under ASC Topic 842 (in thousands):

	December 28, 2024
Remaining fiscal year 2025	\$ 2,849
Fiscal year 2026	5,293
Fiscal year 2027	5,130
Fiscal year 2028	5,299
Fiscal year 2029	5,473
Thereafter	7,099
Total future minimum payments	<u>\$ 31,143</u>
Less: Implied interest	(6,384)
Total lease liabilities	<u>\$ 24,759</u>

The Company uses its estimated incremental borrowing rate, which is derived from information available at the lease commencement date, in determining the present value of operating lease payments. To determine the estimated incremental borrowing rate, the Company uses publicly available credit ratings for peer companies. The Company estimates the incremental borrowing rate using yields for maturities that are in line with the duration of the lease payments. The weighted average discount rate for operating leases as of December 28, 2024 was 7.6 %.

As of December 28, 2024, the weighted-average remaining lease term of the Company's operating leases was approximately 5.7 years. Operating cash flows for amounts included in the measurement of the Company's operating lease liabilities were \$ 0.4 for the three months ended December 28, 2024.

6. Inventories

Inventories at December 28, 2024 and September 28, 2024 consist of the following (in thousands):

	December 28, 2024	September 28, 2024
Raw materials and components	\$ 82,022	\$ 72,279
Work in process	4,435	4,538
Finished goods	22,234	29,319
Total inventories	<u>\$ 108,691</u>	<u>\$ 106,136</u>

7. Property and Equipment

Property and equipment at December 28, 2024 and September 28, 2024 consists of the following (in thousands):

	December 28, 2024	September 28, 2024
Computer equipment and software, furniture and fixtures, and test and other equipment	\$ 128,072	\$ 114,515
Internal use software	6,753	7,141
Leasehold improvements	10,129	9,576
Total property and equipment	144,954	131,232
Less accumulated depreciation	(39,875)	(34,123)
Property and equipment, net	\$ 105,079	\$ 97,109

For the three months ended December 28, 2024 and December 30, 2023, depreciation expense was \$ 6.2 million and \$ 2.3 million, respectively.

8. Intangible Assets

In connection with asset acquisitions in July and December 2024, the Company acquired developed technology intangible assets of \$ 15.9 million. The developed technology intangible assets will be amortized over a useful life of 3 years on a straight-line basis. The estimated weighted average useful life of the developed technology intangible asset is 3 years.

The following table presents the developed technology intangible assets that are subject to amortization as of December 28, 2024 (in thousands). There were no acquired intangible assets that are subject to amortization as of December 30, 2023.

	Developed Technology
Balance at December 28, 2024, gross	\$ 15,861
Accumulated amortization	(912)
Balance at December 28, 2024, net	\$ 14,949

Amortization expense was \$ 0.7 million for the three months ended December 28, 2024.

The following table presents the estimated future annual pre-tax amortization expense of definite-lived intangible assets as of the date indicated (in thousands):

	Total
Fiscal year 2025	\$ 3,963
Fiscal year 2026	5,285
Fiscal year 2027	5,037
Fiscal year 2028	664
Total	\$ 14,949

9. Income Taxes

The Company is subject to U.S. federal income taxes, in addition to state and local income taxes, with respect to its allocable share of any taxable income or loss of Symbotic Holdings, LLC. The remaining share of Symbotic Holdings income or loss is non-taxable to the Company and is not reflected in current or deferred income taxes. The Company's foreign subsidiaries are subject to income tax in their local jurisdictions.

For the three months ended December 28, 2024, the Company recorded a current income tax expense of \$ 0.2 million, and for the three months ended December 30, 2023, the Company recorded a current income tax expense of \$ 0.2 million. The Company incurred a pre-tax loss for the three month period and recorded a full valuation allowance against its domestic deferred tax assets and a partial valuation allowance against its foreign deferred tax assets. The Company incurs state tax expense by Symbotic at the flow-through entity level and foreign tax expense at its foreign subsidiaries. The effective tax rate for the three months ended December 28, 2024 is (0.8)% and differs from the federal statutory income tax rate primarily due

to the flow-through entity level taxes and the effect of the valuation allowance against its net federal, state, and foreign deferred income taxes.

As of December 28, 2024, the Company continues to conclude that the negative evidence regarding its ability to realize its deferred tax assets outweighs the positive evidence, and the Company has a full valuation allowance against its domestic federal and state net deferred tax assets and a partial valuation allowance against its foreign net deferred tax assets. The Company has a history of cumulative pre-tax losses for the three previous fiscal years which it believes represents significant negative evidence in evaluating whether its deferred tax assets are realizable. Given these cumulative losses, lack of forecast history, the competitive environment, and uncertainty of general economic conditions, the Company does not believe it can rely on projections of future taxable income exclusive of reversing taxable temporary differences to support the realization of its deferred tax assets. In upcoming quarters, the Company will continue to evaluate both the positive and negative evidence surrounding its ability to realize its deferred tax assets.

Tax Receivable Agreement

As of December 28, 2024 future payments under the Tax Receivable Agreement ("TRA") with respect to the purchase of Symbotic Holdings units which occurred as part of or subsequent to the Business Combination are expected to be \$ 409.1 million. Payments made under the TRA represent payments that otherwise would have been made to taxing authorities in the absence of attributes obtained by the Company as a result of exchanges by its pre-IPO members. Such amounts will be paid only when a cash tax savings is realized as a result of attributes subject to the TRA. That is, payments under the TRA are only expected to be made in periods following the filing of a tax return in which the Company is able to utilize certain tax benefits to reduce its cash taxes paid to a taxing authority. The impact of any changes in the projected obligations under the TRA as a result of changes in the geographic mix of the Company's earnings, changes in tax legislation and tax rates or other factors that may impact the Company's tax savings will be reflected in income or loss before taxes on the consolidated statement of operations in the period in which the change occurs. As of December 28, 2024, no TRA liability was recorded based on current projections of future taxable income taking into consideration the Company's full valuation allowance against its net deferred tax asset.

10. Fair Value Measures

The Company measures certain financial assets at fair value. Fair value is determined based upon the exit price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants, as determined by either the principal market or the most advantageous market. Inputs used in the valuation techniques to derive fair values are classified based on a three-level hierarchy, as follows:

Level 1 – inputs to the valuation methodology are quoted prices (unadjusted) for an identical asset or liability in an active market

Level 2 – inputs to the valuation methodology include quoted prices for a similar asset or liability in an active market or model-derived valuations in which all significant inputs are observable for substantially the full term of the asset or liability

Level 3 – inputs to the valuation methodology are unobservable and significant to the fair value measurement of the asset or liability

The following table presents the Company's financial assets measured and recorded at fair value on a recurring basis using the above input categories as of December 28, 2024 and September 28, 2024 (in thousands):

	December 28, 2024				September 28, 2024			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets:								
Money market funds	\$ 787,697	\$ —	\$ —	\$ 787,697	\$ 712,958	\$ —	\$ —	\$ 712,958
Warrant fair value	—	12,308	—	12,308	—	12,308	—	12,308
Total assets	<u>\$ 787,697</u>	<u>\$ 12,308</u>	<u>\$ —</u>	<u>\$ 800,005</u>	<u>\$ 712,958</u>	<u>\$ 12,308</u>	<u>\$ —</u>	<u>\$ 725,266</u>

The Company had no liabilities measured and recorded at fair value on a recurring basis as of December 28, 2024 and September 28, 2024.

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. The fair value of the Company's investments in certain money market funds is their face value and such instruments are classified as Level 1 and are included in cash and cash equivalents on the consolidated balance sheets. At December 28, 2024, the fair value of the warrant issued as described in Note 11, *Derivative Instruments*, is classified as Level 2. Level 2 securities are priced by pricing vendors. These pricing vendors utilize the most recent observable market information in pricing these securities or, if specific prices are not available for these securities, use other observable inputs like market transactions involving identical or comparable securities.

11. Derivative Instruments

During fiscal year 2024, the Company entered into warrant agreements and a development and supply agreement with a supplier which, subject to meeting certain conditions, will entitle the Company to acquire a fixed number of shares of the supplier during the period of time set forth in the warrant agreements. The warrants vest in a series of tranches, at a specified price per share, upon meeting certain development and production-based milestones. If, and when, the relevant milestone is reached, the corresponding tranche of warrant will become exercisable up until the expiration date of the warrants in May 2044.

The warrants are accounted for as a derivative under ASC 815, *Derivatives and Hedging*, as a result of certain net settlement provisions in the warrant agreements. The Company reports the warrants at their fair values within "other assets" in its condensed consolidated balance sheets and changes in the fair value of the warrants are recognized in "other income, net" on its condensed consolidated statements of operations. The day-one value attributable to the other side of the warrants is reported within "other liabilities" in the Company's condensed consolidated balance sheets and will be amortized over the life of the applicable development and production milestones as determined in the development and supply agreement. The fair value of the warrants recognized within "other assets" on the Company's condensed consolidated balance sheets at December 28, 2024 is \$ 12.3 million. There is no impact recorded to "other income, net" on the Company's condensed consolidated statements of operations for the period ended December 28, 2024, as there has been no change to the fair value of the warrants since the Company entered into these warrant agreements in the third quarter of fiscal year 2024.

12. Related Party Transactions

ASC 850, *Related Party Disclosures* ("ASC 850"), provides guidance for the identification of related parties and the disclosure of related party transactions. Related parties are generally defined as (i) affiliates of the Company; (ii) owners of more than 10% of the voting interests of the Company and members of their immediate families; (iii) management of the Company and members of their immediate families; (iv) other parties which directly or indirectly control, are controlled by, or are under common control with the Company; or (v) other parties who can significantly influence the financial and operating decisions of the Company. A transaction is considered to be a related party transaction when there is a transfer of resources or obligations between related parties. The Company assesses related parties each reporting period. For the period ending December 28, 2024, the Company determined that C&S Wholesale Grocers, Inc. ("C&S"), GreenBox, and certain current holders of Symbotic Holdings were each a related party under ASC 850. The following transactions were related party transactions under ASC 850.

Aircraft Time Sharing Agreement

In December 2021 and May 2022, the Company entered into aircraft time-sharing agreements with C&S with respect to private aircraft owned by them, whereby the Company's executives may utilize two C&S aircraft on an as-needed and as-available basis, with no minimum usage being required. As there is no defined period of time stated within these aircraft time-sharing agreements, the Company does not consider these to meet the definition of a lease, and as such, records payments in the period in which the obligation for the payment is incurred. For the three months ended December 28, 2024 and December 30, 2023, the Company incurred expense of \$ 0.4 million and \$ 0.2 million, respectively, related to these aircraft time-sharing agreements.

Usage of Facility and Employee Services

The Company has a license arrangement with C&S whereby C&S is providing receiving and logistics services for the Company within a C&S distribution facility. The arrangement also provides for C&S employees assisting with certain of the Company's operations. For the three months ended December 28, 2024 and December 30, 2023, the Company incurred expense of \$ 0.4 million and \$ 0.7 million, respectively, related to this arrangement.

Customer Contracts

The Company has customer contracts with C&S relating to systems implementation, software maintenance services and the operations of Systems. Revenue of \$ 2.2 million and \$ 12.8 million was recognized for the three months ended December 28, 2024 and December 30, 2023, respectively, relating to these customer contracts. There was \$ 5.2 million unbilled accounts receivable and accounts receivable due from C&S at December 28, 2024, and \$ 18.4 million unbilled accounts receivable and accounts receivable due from C&S at September 28, 2024. There was \$ 2.5 million and \$ 1.8 million of deferred revenue related to contracts with C&S at December 28, 2024 and September 28, 2024, respectively. The transaction price allocated to performance obligations that are unsatisfied as of December 28, 2024 was \$ 4.6 million.

GreenBox

The Company has a customer contract relating to systems implementation and shared services with GreenBox. Revenue of \$ 2.7 million was recognized for the three months ended December 28, 2024 related to this customer contract. There was no unbilled accounts receivable and accounts receivable due from the customer contract and \$ 2.0 million accounts receivable due from the shared service agreement at December 28, 2024. There was \$ 77.1 million and \$ 69.1 million of deferred revenue related to contracts with GreenBox at December 28, 2024 and September 28, 2024, respectively. The transaction price allocated to performance obligations that are unsatisfied as of December 28, 2024 was \$ 11.5 billion. There was no revenue, accounts receivable, or deferred revenue for GreenBox at and for the three months ended December 30, 2023. Funding of \$ 6.8 million was made by the Company to GreenBox in relation to the VIE (as further described in Note 14, *Variable Interest Entities*) for the three months ended December 28, 2024. No funding was made for the three months ended December 30, 2023.

Tax Distribution to Symbotic Holdings LLC partners

Pursuant to the Second Amended and Restated Limited Liability Company Agreement of Symbotic Holdings, Symbotic LLC makes pro rata tax distributions to the holders of Symbotic Holdings' units in an amount sufficient to fund all or part of their tax obligations with respect to the taxable income of Symbotic Holdings that is allocated to them. For the three months ended December 28, 2024, the Company distributed a total of \$ 0.9 million of tax distributions to or on behalf of its members, of which \$ 0.8 million was distributed to or on behalf of those who met the definition of a related party in accordance with ASC 850.

13. Commitments and Contingencies

Purchase Obligations

The Company has contractual obligations to purchase goods or services, which specify significant terms, including fixed or minimum quantities to be purchased and fixed minimum, or variable price provisions. The majority of the purchase commitments covered by these arrangements are for periods of less than one year and aggregate to approximately \$ 1.3 billion as of December 28, 2024.

Lease Commitments

The Company leases certain of its facilities under operating leases expiring in various years through 2030. Refer to Note 5, *Leases* for a schedule of future lease payments under non-cancellable leases as of December 28, 2024.

Warranty

The Company provides a limited warranty on its System and has established a reserve for warranty obligations based on estimated warranty costs. The reserve is included as part of "accrued expenses and other current liabilities" and "other liabilities" in the accompanying consolidated balance sheets.

Activity related to the warranty accrual is as follows (in thousands):

	Three Months Ended	
	December 28, 2024	December 30, 2023
Balance at beginning of period	\$ 31,935	\$ 18,948
Provision	7,320	6,195
Warranty usage	(2,392)	(2,820)
Balance at end of period	\$ 36,863	\$ 22,323

Legal Matters

The Company is subject from time to time to various claims, lawsuits and other legal and administrative proceedings. Some of these claims, lawsuits and other proceedings may involve highly complex issues that are subject to substantial uncertainties, and could result in damages, fines and penalties, non-monetary sanctions or relief.

The Company recognizes provisions for claims or pending litigation when it is determined that an unfavorable outcome is probable, and the amount of loss can be reasonably estimated. Due to the inherent uncertain nature of litigation, the ultimate outcome or actual cost of settlement may materially vary from estimates.

SEC Matters

The Company has been responding to requests for information from the SEC relating to an investigation by the SEC of alleged violations by the Company of Rule 21F-17, which prohibits actions to impede communications directly with the SEC staff about a possible securities law violation. The Company intends to continue to defend this matter vigorously and cannot predict the outcome of this investigation.

The Company has received a subpoena from the SEC relating to its November 2024 restatement of revenues for the year ended September 28, 2024 and certain other matters. The Company is cooperating with the SEC with respect to this matter.

Securities Class Actions

On August 14, 2024, a putative class action captioned Fox v. Symbotic Inc. et al., Case No. 24-cv-12090 was filed in the United States District Court for the District of Massachusetts by an alleged holder of the Company's common stock. The complaint asserts claims for violations of federal securities laws against the Company and two of its officers on the grounds that, among other things, the Company made false and/or misleading statements related to its expected earnings for the third quarter of fiscal year 2024. Based on these allegations, the plaintiff brings claims seeking unspecified damages, attorneys' fees, expert fees, and other costs and relief on behalf of herself and a putative class of persons who purchased the Company's stock between May 6, 2024 and July 29, 2024. On September 11, 2024, the court entered a stipulation staying the Company's deadline to respond to the complaint until after a lead plaintiff has been appointed pursuant to the Private Securities Litigation Reform Act. As of February 3, 2025, a lead plaintiff has not been appointed. On December 20, 2024, the plaintiff filed a motion to consolidate this matter with another putative class action captioned Decker v. Symbotic Inc. et al. (further described below). As of February 3, 2025, the court has not yet ruled on the pending motion to consolidate.

On December 3, 2024, a putative class action captioned Decker v. Symbotic Inc. et al., Case No. 24-cv-12976 was filed in the United States District Court for the District of Massachusetts by an alleged purchaser of the Company's common stock. The complaint asserts claims for violations of federal securities laws against the Company and three of its officers on the grounds that the Company made false and/or misleading statements related to its revenue recognition and the effectiveness of its disclosure controls and procedures. Based on these allegations, the plaintiff brings claims seeking unspecified damages, attorneys' fees, expert fees, and other costs and relief on behalf of himself and a putative class of persons who purchased the Company's stock between February 8, 2024 and November 26, 2024. The parties have filed a stipulation staying the Company's deadline to respond to the complaint until after a pending motion to consolidate is resolved and a lead plaintiff has been appointed pursuant to the Private Securities Litigation Reform Act.

The Company intends to vigorously defend these cases. If a court ultimately determines that the Company is liable in either or both of these cases, the Company may be subject to substantial damages. The Company cannot predict with any

degree of certainty the outcome of these matters or determine the extent of any potential liabilities. The Company also cannot provide an estimate of the possible loss or range of loss. Any adverse outcome in these matters could expose the Company to substantial damages that may have a material adverse impact on its operations and cash flows. Despite the potential for significant damages, the Company does not believe, based on currently available information, that the outcome of these proceedings will have a material adverse effect on its financial condition, although the outcome could be material to its operating results for any particular period, depending, in part, upon the operating results for such period.

Shareholder Derivative Actions

On October 2, 2024, two putative shareholder derivative actions captioned *Austen v. Cohen et al.*, 24-cv-12522 and *Kukreja v. Cohen et al.*, 24-cv-12523 were filed in the United States District Court for the District of Massachusetts by the Company's alleged shareholders. The actions assert claims on behalf of the Company against certain senior officers and members of its board of directors for, among others, breach of fiduciary duty, unjust enrichment, and violations of federal securities laws based primarily on allegations that the defendants caused or allowed the Company to disseminate misleading and inaccurate information to shareholders in connection with the Company's expected earnings for the third quarter of fiscal year 2024. The actions also contend that the defendants wasted corporate assets by exposing the Company to the securities class action lawsuit filed on August 14, 2024. The actions seek compensatory damages, changes to corporate governance and internal procedures, restitution, costs and attorneys' fees, and other unspecified relief. Motions to consolidate the two actions into a single matter, appoint lead plaintiffs' counsel, and stay any obligation of the defendants to respond to the complaint based on the pendency of the related *Fox v. Symbotic* securities class action lawsuit remain pending.

The Company intends to vigorously defend these cases. If a court ultimately determines that the Company is liable, the Company may be subject to substantial damages. The Company cannot predict with any degree of certainty the outcome of this matter or determine the extent of any potential liabilities. The Company also cannot provide an estimate of the possible loss or range of loss. Any adverse outcome in this matter could expose the Company to substantial damages that may have a material adverse impact on its operations and cash flows. Despite the potential for significant damages, the Company does not believe, based on currently available information, that the outcome of this proceeding will have a material adverse effect on its financial condition, although the outcome could be material to its operating results for any particular period, depending, in part, upon the operating results for such period.

Contingencies

Liabilities for any loss contingencies arising from claims, assessments, litigation, fines, penalties, and other matters are recorded when it is probable that the liability has been incurred and the amount of the liability can be reasonably estimated. Legal costs associated with loss contingencies are expensed as incurred. As of December 28, 2024, the Company had made appropriate provisions related to such matters and does not believe that such matters will have a material adverse effect on the Company's consolidated operations, financial position, or liquidity.

Indemnifications

In the ordinary course of business, the Company enters into various contracts under which it may agree to indemnify other parties for losses incurred from certain events as defined in the relevant contract, such as litigation, regulatory penalties, or claims relating to past performance. Such indemnification obligations may not be subject to maximum loss clauses. The Company has never incurred costs to defend lawsuits or settle claims related to these indemnification obligations. As a result, the Company believes the estimated fair value of these obligations is not material. Accordingly, the Company has no liabilities recorded for these obligations as of December 28, 2024 and September 28, 2024.

14. Variable Interest Entities ("VIE")

VIEs are entities with any of the following characteristics: (i) the entity does not have enough equity to finance its activities without additional financial support; (ii) the equity holders, as a group, lack the characteristics of a controlling financial interest; or (iii) the entity is structured with non-substantive voting rights.

Consolidation of a VIE is required for the party deemed to be the primary beneficiary, if any. The primary beneficiary is the party who has both (a) the power to direct the activities of a VIE that most significantly impact the entity's economic performance and (b) an obligation to absorb losses of the entity or a right to receive benefits from the entity that could potentially be significant to the entity.

On July 23, 2023, the Company, New Symbotic Holdings, and Symbotic LLC (collectively, the "Symbotic Group"), entered into a Framework Agreement (the "Framework Agreement") with Sunlight Investment Corp., a Delaware corporation ("Sunlight"), SVF II Strategic Investments AIV LLC, a Delaware limited liability company ("SVF" and, together with

Sunlight, "SoftBank"), and GreenBox Systems LLC, a Delaware limited liability company ("GreenBox"), related to, among other things, the formation of GreenBox as a venture between the Symbotic Group and SoftBank and a warrant to purchase Class A Common Stock of Symbotic (the "GreenBox Warrant"). On July 23, 2023, GreenBox also entered into a Master Services, License and Equipment Agreement with Symbotic LLC with respect to the purchase of Systems ("GreenBox Commercial Agreement").

GreenBox was established on July 21, 2023, to build and automate supply chain networks globally by operating and financing the Company's advanced artificial intelligence and automation technology for the warehouse. Symbotic Holdings and Sunlight own 35 % and 65 % of GreenBox, respectively. The Company evaluated for VIEs upon the formation of GreenBox in accordance with ASC 810, *Consolidation*. The Company holds a variable interest in GreenBox through its equity interest in GreenBox. GreenBox is a VIE resulting from GreenBox's lack of sufficient equity to finance its operations without additional subordinated financial support from both the Company and SoftBank. The consolidation of GreenBox is not required as the Company is not the primary beneficiary of this VIE as it does not have the power to direct the activities that most significantly impact GreenBox's economic performance. Such power is conveyed through GreenBox's board of directors and the Company does not have control over GreenBox's board of directors.

The Company's recorded investments in the unconsolidated VIE and related estimated maximum exposure to loss are as follows (in thousands):

	December 28, 2024	
	Investments in Unconsolidated VIE	Symbotic's Maximum Exposure to Loss
GreenBox Systems LLC	\$ 85,946	\$ 1,635,200

The Company calculated its maximum exposure to loss while considering its equity investment in the VIE, any amounts owed to the Company for services which may have been provided, and future funding commitments of \$ 1,633.2 million. As of December 28, 2024, there is a \$ 85.9 million carrying value of the VIE which represents the amount which the Company has invested in the VIE, net of the Company's proportionate share of the VIE's net loss. The Company's maximum exposure to loss as displayed above does not take into consideration the VIE's commitment under the GreenBox Commercial Agreement to reimburse the Company in the event of a termination. If the VIE's commitment under the GreenBox Commercial Agreement was taken into consideration, there would be no maximum exposure to loss presented as the VIE's commitment under the GreenBox Commercial Agreement exceeds the Company's future funding commitments.

15. Net Loss per Share

Basic earnings per share of Class A common stock is computed by dividing net loss attributable to common shareholders by the weighted-average number of shares of Class A common stock outstanding during the period. Diluted earnings per share of Class A common stock is computed by dividing net loss attributable to common shareholders adjusted for the assumed exchange of all potentially dilutive securities, by the weighted-average number of shares of Class A common stock outstanding adjusted to give effect to potentially dilutive elements. Since the Company incurred net losses for each of the periods presented, diluted net loss per share is the same as basic net loss per share.

The following table sets forth reconciliations of the numerators and denominators used to compute basic and diluted earnings per share of Class A common stock (in thousands, except per share information):

	Three Months Ended	
	December 28, 2024	December 30, 2023
Numerator - basic and diluted		
Net loss	\$ (18,520)	\$ (19,072)
Less: Net loss attributable to the noncontrolling interest	(15,044)	(16,236)
Net loss attributable to common stockholders	\$ (3,476)	\$ (2,836)
Denominator - basic and diluted		
Weighted-average shares of Class A common shares outstanding	106,098,566	83,320,943
Loss per share of Class A common stock - basic and diluted	\$ (0.03)	\$ (0.03)

The Company's Class V-1 Common Stock and Class V-3 Common Stock do not participate in the earnings or losses of the Company and are therefore not participating securities. As such, separate presentation of basic and diluted earnings per share of Class V-1 Common Stock and Class V-3 Common Stock under the two-class method has not been presented.

The Company uses the treasury stock method and the average market price per share during the period for calculating any potential dilutive effect of its equity instruments. The average stock price for the three months ended December 28, 2024 was \$ 28.49 . For the three months ended December 28, 2024, there were 4.0 million potentially dilutive common stock equivalents related to the RSUs which would have been included in the diluted EPS calculation, and 5.4 million anti-dilutive common stock equivalents related to the unvested GreenBox Warrant that could potentially dilute EPS in the future.

16. Stock-Based Compensation and Warrants

The following two tables show stock-based compensation expense by award type and where the stock-based compensation expense is recorded in the Company's consolidated statements of operations (in thousands):

	Three Months Ended	
	December 28, 2024	December 30, 2023
RSUs (service-based and performance-based)	\$ 25,823	\$ 28,987
Employee stock purchase plan	950	475
Total stock-based compensation expense	\$ 26,773	\$ 29,462

Effect of stock-based compensation expense on income by line item (in thousands):

	Three Months Ended	
	December 28, 2024	December 30, 2023
Cost of revenue, Systems	\$ 3,148	\$ 2,715
Cost of revenue, Software maintenance and support	97	175
Cost of revenue, Operation services	464	541
Research and development	10,554	12,297
Selling, general, and administrative	12,510	13,734
Total stock-based compensation expense	\$ 26,773	\$ 29,462

Warrants

GreenBox Warrant

On July 23, 2023, the Company issued the GreenBox Warrant, which allows Sunlight to acquire up to an aggregate of 11,434,360 shares of the Company's Class A Common Stock, subject to certain vesting conditions. The GreenBox Warrant had a grant date fair value of \$ 19.90 per share. The GreenBox Warrant may vest in connection with conditions defined by the terms of the GreenBox Warrant, as GreenBox makes additional expenditures to the Company in connection with the Framework Agreement. There are up to eight tranches in the GreenBox Warrant based on increments of expenditures where

approximately 1,429,295 additional shares may vest per tranche, subject to certain conditions defined by the terms of the GreenBox Warrant. Upon vesting, warrant shares may be acquired at an exercise price of \$ 41.9719 . The warrant contains customary anti-dilution, down-round, and change-in-control provisions. The right to purchase shares in connection with the GreenBox Warrant expires 36 months following the end of the initial term of the Framework Agreement which is July 23, 2027, or if applicable, the extension term of the Framework Agreement, which is July 23, 2029. As of December 28, 2024, none of the GreenBox Warrant shares had vested.

Walmart Warrant

On May 20, 2022, in connection with its entry into the 2nd Amended and Restated MAA, the Company issued Walmart a warrant to acquire up to an aggregate of 258,972 Legacy Warehouse Class A Units ("May 2022 Warrant"), subject to certain vesting conditions. The May 2022 Warrant had a grant date fair value of \$ 224.45 . In connection with the closing of the Company's initial public offering in June 2022, the May 2022 Warrant was converted into a new warrant to acquire up to an aggregate of 15,870,411 common units of Symbotic Holdings ("June 2022 Warrant" and, the common units of Symbotic Holdings issuable thereunder, the "Warrant Units"). The June 2022 Warrant vested in the second quarter of fiscal year 2023, as the installation commencement date for certain Systems which the Company is installing in Walmart's 42 regional distribution centers had occurred. In December 2023, Walmart elected to gross exercise the vested warrants for \$ 158.7 million. As a result of this gross exercise, 15,870,411 shares of Class V-1 Common Stock were issued to Walmart.

17. Segment and Geographic Information

The Company operates as one operating segment. Revenue and property and equipment, net by geographic region, based on physical location of the operations recording the sale or the assets are as follows:

Revenue by geographical region for the three months ended December 28, 2024 and December 30, 2023 are as follows (in thousands):

	Three Months Ended	
	December 28, 2024	December 30, 2023
United States	\$ 486,184	\$ 358,886
International	509	1,057
Total revenue	<u>\$ 486,693</u>	<u>\$ 359,943</u>
Percentage of revenue generated outside of the United States	nil	nil

Total property and equipment, net by geographical region at December 28, 2024 and at September 28, 2024 are as follows (in thousands):

	December 28, 2024	September 28, 2024
United States	\$ 104,850	\$ 96,802
International	229	307
Total property and equipment, net	<u>\$ 105,079</u>	<u>\$ 97,109</u>
Percentage of property and equipment, net held outside of the United States	nil	nil

18. Subsequent Events

The Company evaluated subsequent events and transactions that occurred after the balance sheet date up to the date that the unaudited condensed consolidated financial statements were issued. Other than as described in these unaudited condensed consolidated financial statements and below, the Company did not identify any subsequent events that would have required adjustment or disclosure in the unaudited condensed consolidated financial statements.

On January 15, 2025, the Company entered into a Purchase and Sale Agreement (the "Purchase Agreement") with Walmart, pursuant to which, among other things, the Company agreed to acquire from Walmart all of the issued and outstanding equity interests in Walmart Advanced Systems & Robotics Inc. ("WASR"), a Delaware corporation and wholly owned subsidiary of Walmart.

The Purchase Agreement provides that, subject to the terms and conditions set forth therein, Symbotic will pay to Walmart, (a) upon the closing (the "Closing") of the transactions contemplated by the Purchase Agreement, \$ 200 million in cash, subject to customary adjustments for cash, indebtedness and transaction expenses (the "Base Consideration"), and (b)

deferred cash consideration following the Closing of (i) \$ 175 million, payable only upon acceptance of the first APD (as defined below) under the terms of the Walmart Commercial Agreement (as defined below) by Walmart, and (ii) \$ 175 million, payable only upon Walmart's exercise of the Additional APD Option (as defined below). As stated below, the acquisition closed on January 27, 2025, and the Company paid Walmart \$ 200 million in cash.

The Purchase Agreement also contemplates that, immediately prior to or at the Closing, the Company and Walmart (or their respective affiliates) will enter into a number of ancillary agreements, including (a) a transition services agreement, pursuant to which Walmart and its affiliates will provide certain transition services to Symbotic LLC and affiliates thereof for a period following the Closing, subject to the terms and conditions set forth therein, and (b) an intellectual property agreement, pursuant to which Walmart and its affiliates will grant to the Company and its affiliates certain licenses concerning intellectual property assets relating to the operation of the Business (as defined in the Purchase Agreement), subject to the terms and conditions set forth therein.

Contemporaneously with the Closing, Symbotic LLC and Walmart entered into a Master Automation Agreement (the "Walmart Commercial Agreement"), which sets forth the terms and conditions governing the development, manufacture and installation of accelerated pickup and delivery systems ("APDs") by Symbotic LLC for Walmart. The Walmart Commercial Agreement provides for a commitment, subject to the satisfaction of defined system performance metrics of the APDs, from Walmart to purchase 400 APDs, with an option for Walmart to purchase an additional 200 APDs (the "Additional APD Option"), exercisable by Walmart within 30 days following acceptance of the 220 th APD under the terms of the Walmart Commercial Agreement. For each APD, Walmart will pay Symbotic LLC: (a) the cost of implementation, including the cost of material and labor, plus a specified net profit amount; (b) for software maintenance and support; and (c) for spare parts and other miscellaneous expenses. Pursuant to the terms and conditions of the Walmart Commercial Agreement, Walmart will also pay Symbotic LLC a total of \$ 520 million of research and development fees relating to the generation of prototypes and other research and development, with \$ 230 million payable at Closing, \$ 165 million payable one year after Closing and \$ 125 million payable two years after Closing, and under certain specified circumstances if Symbotic LLC commercializes substantially similar APDs (or the software used within such APDs) with third parties, Walmart may be entitled to a royalty fee paid by Symbotic LLC.

The Company completed the acquisition of WASR on January 27, 2025, with a preliminary purchase price of up to \$ 200 million.

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

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our unaudited condensed consolidated financial statements and related notes thereto appearing elsewhere in this Quarterly Report on Form 10-Q and our audited consolidated financial statements and related notes thereto as of and for the year ended September 28, 2024, as included within our Annual Report on Form 10-K, as filed with the Securities and Exchange Commission on December 4, 2024. As discussed in the section titled "Cautionary Note on Forward-Looking Statements," the following discussion and analysis contains forward-looking statements that involve risks and uncertainties, as well as assumptions that, if they never materialize or prove incorrect, could cause our results to differ materially from those expressed or implied by such forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those identified below, and those discussed in the section titled "Risk Factors" included under Part II, Item 1A below.

Company Overview

Our vision is to make the supply chain work better for everyone. We do this by developing, commercializing, and deploying innovative, comprehensive technology solutions that dramatically improve supply chain operations. We currently automate the processing of pallets and cases in large warehouses for some of the largest retail companies in the world. Our System enhances operations at the front end of the supply chain, and therefore benefit all supply partners further down the chain, irrespective of fulfillment strategy.

Our System is based on a unique approach to connecting producers of goods to end users, in a way that resolves the mismatches of quantity, timing and location that arise between the two, while reducing costs. The underlying architecture of our System is what differentiates our solution from anything else in the marketplace. It utilizes fully autonomous robots, collectively controlled by our artificial intelligence enabled system software to achieve at scale, real world supply chain improvements that are so compelling that we believe our approach can become the de facto standard approach for how warehouses operate.

Key Components of Consolidated Statements of Operations

Revenue

We generate revenue through our design and installation of supply chain automation systems to automate customers' depalletizing, storage, selection, and palletization warehousing processes ("System"). The Systems have both a hardware component and an essential software component that enables the Systems to be programmed to operate within specific customer environments. We enter into contracts with customers that can include various combinations of services to design and install the Systems. These services are generally distinct and accounted for as separate performance obligations. As a result, each customer contract may contain multiple performance obligations. We determine whether performance obligations are distinct based on whether the customer can benefit from the product or service on its own or together with other resources that are readily available and whether our commitment to provide the services to the customer is separately identifiable from other promises in the contract.

We have identified the following distinct performance obligations in our contracts with customers:

Systems: We design, assemble, and install Systems and perform configuration of essential software. Systems include the delivery of hardware and an essential software component, sold as either a perpetual or term-based on-premise license, that automate our customers' depalletizing, storage, selection, and palletization warehousing processes. The hardware and essential software are each not capable of being distinct because our customers cannot benefit from the hardware or software on their own. Accordingly, they are treated as a single performance obligation. Fees for Systems are typically either fixed or cost-plus fixed fee amounts that are due based on the achievement of a variety of milestones beginning at contract inception through final acceptance. The substantial majority of our software is sold as a perpetual on-premise license, however, we do sell an immaterial amount of term-based on-premise licenses.

The key metrics which describe our System from commencement to completion are as follows: (1) "Start" is defined as when we sign a Statement of Work ("SOW") with a customer; (2) "Deployment" is defined as the period of time following the signed SOW until the acceptance of the System; and (3) "Operational" is defined as achieving acceptance of a System. The majority of Systems revenue occurs during Deployment, and once a System is Operational, software maintenance and support begins.

Software Maintenance and Support: "Software Maintenance and Support" is defined as support services that provide our customers with technical support, updates, and upgrades to the software license. Fees for Software Maintenance and Support are typically payable in advance on a quarterly, or annual basis over the term of the Software Maintenance and Support contract, which term can range from one to 15 years but, for a substantial majority of our Software Maintenance and Support contracts, is 15 years.

Operation Services: "Operation Services" is defined as assistance services we provide our customers operating the System and ensuring user experience is optimized for efficiency and effectiveness. Fees for Operation Services are typically invoiced to our customers on a time and materials basis monthly in arrears or using a fixed fee structure. Also included in Operation Services is revenue generated from the sales of spare parts to our customers as needed to service their System.

Cost of Revenue

Our cost of revenue is composed of the following for each of our distinct performance obligations:

Systems: Systems cost of revenue consists primarily of material and labor consumed in the production and installation of Systems, as well as depreciation expense. The design, assembly, and installation of a System includes substantive customer-specified acceptance criteria that allow the customer to accept or reject Systems that do not meet the customer's specifications. When we cannot objectively determine that acceptance criteria will be met upon contract inception, cost of revenue relating to Systems is deferred and expensed at a point in time upon final acceptance from the customer. If acceptance criteria can be reasonably certain upon contract inception, Systems cost of revenue is expensed as incurred.

Software Maintenance and Support: Cost of revenue attributable to Software Maintenance and Support primarily relates to labor cost for our maintenance team providing routine technical support, and maintenance updates and upgrades to our customers. Software Maintenance and Support cost of revenue is expensed as incurred.

Operation Services: Operation Services cost of revenue consists primarily of labor cost for our operations team who is providing services to our customers to run their System within their warehouse. Operation Services cost of revenue also includes the cost of spare parts sold to our customers as needed to service their System. Operation Services cost of revenue is expensed as incurred.

Research and Development

Costs incurred in the research and development of our products are expensed as incurred. Research and development costs include personnel, contracted services, materials, and indirect costs involved in the design and development of new products and services, as well as depreciation expense.

Selling, General, and Administrative

Selling, general, and administrative expenses include all costs that are not directly related to satisfaction of customer contracts or research and development. Selling, general, and administrative expenses include items for our selling and administrative functions, such as sales, finance, legal, human resources, and information technology support. These functions include costs for items such as salaries and benefits and other personnel-related costs, maintenance and supplies, professional fees for external legal, accounting, and other consulting services, intangible asset amortization, and depreciation expense.

Other Income (Expense), Net

Other income (expense), net primarily consists of dividend and interest income earned on our money market accounts and the impact of foreign currency transaction gains and losses associated with monetary assets and liabilities.

Income Taxes

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 Symbotic Holdings. We also have foreign subsidiaries which are subject to income tax in their local jurisdictions.

Results of Operations for the Three Months Ended December 28, 2024 and December 30, 2023

The following tables set forth our results of operations for the periods presented and as a percentage of our total revenue for those periods. The data has been derived from the unaudited condensed consolidated financial statements contained in this Quarterly Report on Form 10-Q which include, in our opinion, all adjustments, consisting only of normal recurring adjustments, that we consider necessary for a fair statement of the financial position and results of operations for the interim periods presented. The period-to-period comparison of financial results is not necessarily indicative of financial results to be achieved in future periods.

	For the Three Months Ended	
	December 28, 2024	December 30, 2023
	(in thousands)	
Revenue:		
Systems	\$ 464,059	\$ 347,705
Software maintenance and support	5,525	2,169
Operation services	17,109	10,069
Total revenue	486,693	359,943
Cost of revenue:		
Systems	381,819	283,946
Software maintenance and support	1,884	1,726
Operation services	22,951	10,214
Total cost of revenue	406,654	295,886
Gross profit	80,039	64,057
Operating expenses:		
Research and development expenses	43,592	42,144
Selling, general, and administrative expenses	61,076	47,012
Total operating expenses	104,668	89,156
Operating loss	(24,629)	(25,099)
Other income, net	7,823	6,199
Loss before income tax and equity method investment	(16,806)	(18,900)
Income tax expense	(150)	(172)
Loss from equity method investment	(1,564)	—
Net loss	\$ (18,520)	\$ (19,072)

	For the Three Months Ended	
	December 28, 2024	December 30, 2023
Revenue:		
Systems	95 %	97 %
Software maintenance and support	1	1
Operation services	4	3
Total revenue	100	100
Cost of revenue:		
Systems	78	79
Software maintenance and support	—	—
Operation services	5	3
Total cost of revenue	84	82
Gross profit	16	18
Operating expenses:		
Research and development expenses	9	12
Selling, general, and administrative expenses	13	13
Total operating expenses	22	25
Operating loss	(5)	(7)
Other income, net	2	2
Loss before income tax and equity method investment	(3)	(5)
Income tax expense	—	—
Loss from equity method investment	—	—
Net loss	(4) %	(5) %

*Percentages are based on actual values. Totals may not sum due to rounding.

Three Months Ended December 28, 2024 Compared to the Three Months Ended December 30, 2023

	For the Three Months Ended		Change	
	December 28, 2024	December 30, 2023	Amount	%
(dollars in thousands)				
Systems	\$ 464,059	\$ 347,705	\$ 116,354	33 %
Software maintenance and support	5,525	2,169	3,356	155 %
Operation services	17,109	10,069	7,040	70 %
Total revenue	\$ 486,693	\$ 359,943	\$ 126,750	35 %

Systems revenue increased during the three months ended December 28, 2024 as compared to the three months ended December 30, 2023 due to there being 44 Systems in Deployment during the fiscal quarter ending December 28, 2024 as compared to 37 Systems in Deployment during the same quarter of fiscal 2024. The increase in Deployments is primarily due to the continued build out of our Systems included in the Walmart MAA. Pursuant to the MAA, we are installing and implementing our System within all of Walmart's 42 regional distribution centers. We expect the MAA to continue to generate Systems revenue as we install and implement the Systems at the remaining regional distribution centers through fiscal year 2029.

The increase in Software Maintenance and Support revenue is due to 29 Operational Systems which are under Software Maintenance and Support contracts for the three months ended December 28, 2024, as compared to 15 Operational Systems which are under Software Maintenance and Support contracts for the three months ended December 30, 2023.

The increase in Operation Services revenue is attributable to an increase in Operational Systems where we are performing Operations Services for the three months ended December 28, 2024, as compared to the three months ended December 30, 2023. As we continue to increase the number of Operational Systems, an increase in the number of Operation Services contracts is expected.

Gross Profit

The following table sets forth our gross profit for the three months ended December 28, 2024 and December 30, 2023:

	For the Three Months Ended		Change
	December 28, 2024	December 30, 2023	Amount
(in thousands)			
Systems	\$ 82,240	\$ 63,759	\$ 18,481
Software maintenance and support	3,641	443	3,198
Operation services	(5,842)	(145)	(5,697)
Total gross profit	\$ 80,039	\$ 64,057	\$ 15,982

Systems gross profit increased \$18.5 million for the three months ended December 28, 2024, as compared to the three months ended December 30, 2023. The increase in Systems gross profit is primarily driven by 44 Systems in Deployment during the fiscal quarter ended December 28, 2024, as compared to 37 Systems in Deployment during the fiscal quarter ended December 30, 2023.

The increase in Software Maintenance and Support gross profit is driven by the revenue from the additional Operational Systems which are under Software Maintenance and Support contracts for the three months ended December 28, 2024, as compared to the three months ended December 30, 2023, while costs to perform our maintenance and support services remained relatively flat.

The decrease in Operation Services gross profit for the three months ended December 28, 2024, as compared to the three months ended December 30, 2023, is driven by increased cost due to additional Operation Services costs needed at certain of our customer sites.

Research and Development Expenses

	For the Three Months Ended		Change	
	December 28, 2024	December 30, 2023	Amount	%
(dollars in thousands)				
Research and development	\$ 43,592	\$ 42,144	\$ 1,448	3 %
Percentage of total revenue	9 %	12 %		

The increase in research and development expenses for the three months ended December 28, 2024, as compared to the three months ended December 30, 2023, is due to the following:

	Change
	(in thousands)
Employee-related costs	\$ (2,616)
Prototype-related costs, allocated overhead expenses, and other	4,064
	\$ 1,448

Employee-related costs decreased primarily as a result of a decrease in our stock-based compensation expense for the three months ended December 28, 2024, as compared to the three months ended December 30, 2023.

The increase in prototype-related costs, allocated overhead expenses, and other during the three months ended December 28, 2024, as compared to the three months ended December 30, 2023, is primarily due to an increase in prototype expenses as we implement efforts to expand on our current product offerings.

Selling, General, and Administrative Expenses

	For the Three Months Ended		Change	
	December 28, 2024	December 30, 2023	Amount	%
(dollars in thousands)				
Selling, general, and administrative	\$ 61,076	\$ 47,012	\$ 14,064	30 %
Percentage of total revenue	13 %	13 %		

The increase in selling, general, and administrative expenses for the three months ended December 28, 2024, as compared to the three months ended December 30, 2023, is due to the following:

	Change	
	(in thousands)	
Employee-related costs	\$ 5,469	
Allocated overhead expenses and other	8,595	
	<u>\$ 14,064</u>	

Employee-related costs increased primarily as a result of our full-time and contracted employee headcount growth within our selling, general, and administrative functions. We increased our headcount primarily to support our rapid acceleration of System Deployments and business transformation. We incurred incremental costs related to building both shorter-term as well as permanent processes and infrastructure to ramp partnerships and operations.

Allocated overhead and other expenses increased primarily due to an increase in information technology related costs to support growth within our employee base and infrastructure, as well as an increase in audit, tax, and legal expenses as compared to the prior year. The increase in audit, tax, and legal expenses for the three months ended December 28, 2024, as compared to the three months ended December 30, 2023, is primarily attributable to increased professional services fees related to strategic acquisitions as well as increased professional services fees related to our internal controls remediation.

Other income, net

	For the Three Months Ended		Change	
	December 28, 2024	December 30, 2023	Amount	%
(dollars in thousands)				
Other income, net	\$ 7,823	\$ 6,199	\$ 1,624	26 %
Percentage of total revenue	2 %	2 %		

The increase in other income, net for the three months ended December 28, 2024, as compared to the three months ended December 30, 2023, is due to higher interest earned on invested cash balances as a result of increased interest rates.

Income Taxes

	For the Three Months Ended		Change	
	December 28, 2024	December 30, 2023	Amount	%
(dollars in thousands)				
Income tax expense	\$ (150)	\$ (172)	\$ (22)	(13)%
Percentage of total revenue	nil	nil		

The decrease in income tax expense for the three months ended December 28, 2024, as compared to the three months ended December 30, 2023, is attributable to a decrease in our international tax pretax book profit and corresponding impacts on our international tax expense.

Non-GAAP Financial Measures

In addition to providing financial measurements based on GAAP, we provide additional financial metrics that are not prepared in accordance with GAAP, or non-GAAP financial measures. We use these non-GAAP financial measures, in addition to GAAP financial measures, to understand and compare operating results across accounting periods, for financial and operational decision making, for planning and forecasting purposes, to measure executive compensation, and to evaluate our financial performance. These non-GAAP financial measures are Adjusted EBITDA, Adjusted gross profit, Adjusted gross profit margin, and free cash flow, as discussed below.

We believe that these non-GAAP financial measures reflect our ongoing business in a manner that allows for meaningful comparisons and analysis of trends in the business, as it facilitates comparing financial results across accounting periods and to those of peer companies. We also believe that these non-GAAP financial measures enable investors to evaluate our operating results and future prospects in the same manner as we do. These non-GAAP financial measures may exclude expenses and gains that may be unusual in nature, infrequent, or not reflective of our ongoing operating results.

The non-GAAP financial measures do not replace the presentation of our GAAP financial measures and should only be used as a supplement to, not as a substitute for, our financial results presented in accordance with GAAP.

We consider Adjusted EBITDA to be an important indicator of the operational strength and performance of our business and a good measure of our historical operating trends. Adjusted EBITDA eliminates items that we do not consider to be part of our core operations. We define Adjusted EBITDA as GAAP net loss excluding the following items: interest income; income taxes; depreciation and amortization of tangible and intangible assets; stock-based compensation; joint venture formation fees; business combination transaction expenses; internal control remediation; equity method investment; and other infrequent items that may arise from time to time.

The non-GAAP adjustments, and our basis for excluding them from our non-GAAP financial measures, are outlined below:

- **Stock-based compensation** – Although stock-based compensation is an important aspect of the compensation paid to our employees, the grant date fair value varies based on the derived stock price at the time of grant, varying valuation methodologies, subjective assumptions, and the variety of award types. This makes the comparison of our current financial results to previous and future periods difficult to interpret; therefore, we believe it is useful to exclude stock-based compensation from our non-GAAP financial measures in order to highlight the performance of our business and to be consistent with the way many investors evaluate our performance and compare our operating results to peer companies.
- **Business combination transaction expenses** – Business combination transaction expenses represent the expenses incurred related to strategic acquisition opportunities. It primarily includes investment banker fees, legal fees, professional fees for accountants, transaction fees, advisory fees, due diligence costs, certain other professional fees, and other direct costs associated with strategic activities. These amounts are impacted by the timing of the strategic acquisition opportunities which we may pursue. We exclude business combination transaction expenses from our non-GAAP financial measures to provide a useful comparison of our operating results to prior periods and to peer companies because such amounts vary significantly based on the magnitude of the transaction and do not reflect our core operations.
- **Equity method investment** – Equity method investment represents our proportionate share of income or loss of unconsolidated variable interest entities. We exclude this from our non-GAAP financial measures to provide a useful comparison of our operating results to prior periods and to our peer companies because such amounts are not representative of our normal operating activities.
- **Internal control remediation** – Internal control remediation costs represent professional services fees related to the Company's efforts to remediate internal control material weaknesses. We excluded these fees from our non-GAAP financial measures to provide a useful comparison of our operating results to prior periods and to our peer companies because such amounts are not representative of our normal operating activities.
- **Joint venture formation fees** – Joint venture formation fees represent the charges incurred associated with the formation of GreenBox, which was established on July 21, 2023. It primarily includes investment banker fees, legal fees, transaction fees, advisory fees, and certain other professional fees. We exclude joint venture formation fees from our non-GAAP financial measures to provide a useful comparison of our operating results to prior periods and peer companies because such amounts vary significantly based on the magnitude of the joint venture and do not reflect our core operations.

The following table reconciles GAAP net loss to Adjusted EBITDA for the three months ended December 28, 2024 and December 30, 2023 (in thousands):

	Three Months Ended	
	December 28, 2024	December 30, 2023
Net loss	\$ (18,520)	\$ (19,072)
Interest income	(7,769)	(6,149)
Income tax expense	150	172
Depreciation and amortization	6,860	2,565
Stock-based compensation	28,741	29,462
Business combination transaction expenses	3,802	—
Equity method investment	1,564	—
Internal control remediation	3,076	—
Joint venture formation fees	—	1,089
Adjusted EBITDA	\$ 17,904	\$ 8,067

We consider Adjusted gross profit and Adjusted gross profit margin to be important indicators of profitability which we use in our financial and operational decision-making and evaluation of our overall operating performance. We define Adjusted gross profit, a non-GAAP financial measure, as GAAP gross profit excluding the following items: depreciation and stock-based compensation expense. We define Adjusted gross profit margin, a non-GAAP financial measure, as non-GAAP Adjusted gross profit divided by total revenue. The following table reconciles GAAP gross profit to Adjusted gross profit and gross profit margin to Adjusted gross profit margin during the periods presented (dollars in thousands):

	Three Months Ended	
	December 28, 2024	December 30, 2023
Gross profit	\$ 80,039	\$ 64,057
Depreciation	2,469	93
Stock-based compensation	3,709	3,431
Adjusted gross profit	\$ 86,217	\$ 67,581
Gross profit margin	16.4 %	17.8 %
Adjusted gross profit margin	17.7 %	18.8 %

We consider free cash flow to be an important indicator of financial liquidity, which we use in our financial and operational decision-making and evaluation of our overall operating performance. We define free cash flow as net cash provided by, or used in, operating activities less purchases of property and equipment and capitalization of internal use software development costs. The following table reconciles GAAP net cash provided by, or used in, operating activities to free cash flow during the periods presented (in thousands):

	Three Months Ended	
	December 28, 2024	December 30, 2023
Net cash provided by (used in) operating activities	\$ 205,027	\$ (30,150)
Purchases of property and equipment	(7,357)	(2,173)
Capitalization of internal use software development costs	—	(820)
Free cash flow	\$ 197,670	\$ (33,143)

Liquidity and Capital Resources

As of December 28, 2024, our principal sources of liquidity were cash received from customers upon the inception and continuation of contracts to install Systems.

The following table shows net cash provided by (used in) operating activities, net cash provided by (used in) investing activities, and net cash provided by (used in) financing activities for the three months ended December 28, 2024 and December 30, 2023:

	Three Months Ended	
	December 28, 2024	December 30, 2023
	(in thousands)	
Net cash provided by (used in):		
Operating activities	\$ 205,027	\$ (30,150)
Investing activities	\$ (25,349)	\$ 98,690
Financing activities	\$ (3,862)	\$ 158,646

Operating Activities

Our net cash provided by (used in) operating activities consists of net loss adjusted for certain non-cash items, including depreciation and amortization, foreign currency gains and losses, loss on disposal of assets, provision for excess and obsolete inventory, and stock-based compensation, as well as changes in operating assets and liabilities. The primary changes in working capital items, such as the changes in accounts receivable and deferred revenue, result from the difference in timing of payments from our customers related to system installations and the associated costs incurred by us to fulfill the System performance obligation. This may result in an operating cash flow source or use for the period, depending on the timing of payments received as compared to the fulfillment of the System performance obligation.

Net cash provided by operating activities was \$205.0 million during the three months ended December 28, 2024. Net cash provided by operating activities was primarily due to our net loss of \$18.5 million adjusted for non-cash items of \$35.3 million, primarily consisting of \$7.6 million depreciation and amortization and \$26.8 million stock-based compensation, offset by cash provided by operating assets and liabilities of \$188.3 million. Cash provided by operating assets and liabilities of \$188.3 million was primarily driven by net working capital changes, including timing of cash payments to vendors and cash receipts from customers, an increase in inventory purchases to meet our installation timeline for our customers' upcoming System installations in connection with the Walmart MAA and other customer contracts, as well as an increase in deferred revenue resulting from an increase in the number of active System Deployments.

Net cash used in operating activities was \$30.2 million during the three months ended December 30, 2023. Net cash used in operating activities was primarily due to our net loss of \$19.1 million adjusted for non-cash items of \$32.8 million, primarily consisting of \$3.2 million depreciation and amortization and \$29.5 million stock-based compensation, in addition to cash used in operating assets and liabilities of \$43.8 million. Cash used in operating assets and liabilities of \$43.8 million was primarily driven by net working capital changes, including the timing of cash payments to vendors and cash receipts from customers.

Investing Activities

Our investing activities have consisted primarily of property and equipment purchases, capitalization of internal use software development costs, purchases of marketable securities, and proceeds from maturities of marketable securities.

Net cash and cash equivalents used in investing activities during the three months ended December 28, 2024 consisted of \$7.4 million of purchased property and equipment and \$18.0 million related to acquisitions of strategic investments, which includes our investment in GreenBox.

Net cash and cash equivalents provided by investing activities during the three months ended December 30, 2023 is primarily driven by \$150.0 million in proceeds upon the maturity of certain U.S. Treasury securities, offset by purchases of U.S. Treasury securities of \$48.3 million and purchases of property and equipment of \$2.2 million.

Financing Activities

Our financing activities typically consist of payments and proceeds related to our equity incentive plans for both RSUs and ESPP, and also include proceeds from the exercise of the vested warrants issued to Walmart.

During the three months ended December 28, 2024, we paid taxes of \$3.0 million related to net share settlement of RSUs and we also paid \$0.9 million in distributions to or on behalf of Symbiotic Holdings partners to fund all or part of their tax obligations with respect to the taxable income of Symbiotic Holdings that is allocated to them.

During the three months ended December 30, 2023, we received cash of \$158.7 million upon the gross exercise of Walmart's vested warrant, which occurred in December 2023. No other significant financing activities occurred during the three months ended December 30, 2023.

Contractual Obligations and Commitments and Liquidity Outlook

Our cash flows from operations along with equity infusions have historically been sufficient to fund our operating activities and other cash requirements. As of December 28, 2024, we have a cash and cash equivalents balance of \$903.0 million. Our cash requirements for the three months ended December 28, 2024 were primarily related to inventory purchases in order to deliver our Systems to our customers in an orderly manner in line with our installation timeline, and acquisitions of strategic investments to expand our investment profile.

Based on our present business plan, we expect our current cash and cash equivalents, working capital, and our forecasted cash flows from operations to be sufficient to meet our foreseeable cash needs for at least the next 12 months. Our foreseeable cash needs, in addition to our recurring operating expenses, include our expected capital expenditures to support expansion of our infrastructure and workforce, potential strategic acquisitions, and minimum contractual obligations. Contractual obligations are cash that we are obligated to pay as part of certain contracts that we have entered into during our course of business. Our contractual obligations consist of operating lease liabilities that are included in our consolidated balance sheet and vendor commitments associated with agreements that are legally binding. Our operating lease cash requirements have not changed materially since September 28, 2024, and are disclosed within Note 5, *Leases*, included elsewhere in this Quarterly Report on Form 10-Q.

The following table summarizes our current and long-term material cash requirements as of December 28, 2024 for our vendor commitments:

	Payments due in:				
	Total	Less than 1 Year	1-3 Years	3-5 Years	More than 5 Years
			(in thousands)		
Vendor commitments	\$ 1,265,047	\$ 1,255,380	\$ 9,667	\$ —	\$ —

Our future capital requirements will depend on many factors, including our growth rate, the timing and extent of spending to support research and development efforts, the expansion of sales and marketing activities, the introduction of new and enhanced product and service offerings, and the cost of any future acquisitions of technology or businesses. In the event that additional financing is required from outside sources, we may be unable to raise the funds on acceptable terms, if at all.

Critical Accounting Policies and Estimates

There have been no significant changes in our critical accounting policies and estimates during the three months ended December 28, 2024 as compared to the critical accounting policies and estimates disclosed in the audited consolidated financial statements and related notes thereto as of and for the year ended September 28, 2024, which are included within the Annual Report on Form 10-K filed with the SEC on December 4, 2024.

Off-Balance Sheet Arrangements

As of December 28, 2024, we had no off-balance sheet arrangements as defined in Instruction 8 to Item 303(b) of Regulation S-K.

Recent Accounting Pronouncements

For information on recent accounting pronouncements, see Recently Issued Accounting Pronouncements and Recently Adopted Accounting Pronouncements in the notes to the unaudited condensed consolidated financial statements appearing elsewhere in this Quarterly Report on Form 10-Q.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes in our assessment of our sensitivity to market risk since our presentation set forth in Item 7A, "Quantitative and Qualitative Disclosures About Market Risk" in the Annual Report on Form 10-K filed with the SEC on December 4, 2024.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer (our principal executive officer and principal financial officer, respectively), has evaluated the effectiveness of our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as of the end of the period covered by this Quarterly Report on Form 10-Q. The term "disclosure controls and procedures," as defined in the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized, and reported, within the time periods specified in the Securities and Exchange Commission's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosures. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Based on such evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that as of December 28, 2024, our disclosure controls and procedures were not effective at the reasonable assurance level because of the existence of the material weaknesses described below. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of a company's annual or interim consolidated financial statements will not be prevented or detected on a timely basis.

As of December 28, 2024, the Company did not effectively design procedures and controls over the timing of cost of revenue recognition. This resulted in the acceleration of the recognition of cost of revenue. Given that we recognize revenue on a percentage of completion basis, this resulted in the acceleration of recognition of revenue. Additionally, the Company did not effectively design and execute controls over revenue recognition related to cost overruns on certain deployments that will not be billable. These deficiencies in internal control over financial reporting constituted material weaknesses as of December 28, 2024.

Notwithstanding the material weaknesses in internal control over financial reporting, our management, including our Chief Executive Officer and Chief Financial Officer, have concluded that our consolidated financial statements present fairly, in all material respects, our financial position, results of our operations and our cash flows for the periods presented in this Quarterly Report on Form 10-Q, in conformity with U.S. GAAP. There can be no assurance that these material weaknesses will not result in a misstatement to the annual or interim consolidated financial statements for future periods that would not be prevented or detected.

Changes in Internal Control Over Financial Reporting

Subject to the steps taken in connection with the remediation plan noted below, there have been no changes in our internal control over financial reporting for the three months ended December 28, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Material Weakness Remediation Plan

Management has developed a remediation plan, which it began implementing as of the end of fiscal year 2024, that includes the following elements:

- Augmented compensating controls over the receipt of goods and services, with a focus on milestone related expenses;
- Implemented ERP system enhancements for goods and services receipts and enhanced documentation requirements for milestone related expenses;
- Training of the employees and redesign of the structure of the organization receiving goods and services; and
- Implemented compensating controls over revenue recognition for non-billable cost overruns.

Management is committed to the completion of the remediation of these material weaknesses, and, as of February 5, 2025, had implemented all of the controls described above. These controls were tested in connection with management's evaluation of the effectiveness of our disclosure controls and procedures as of December 28, 2024. No deficiencies were

noted as part of that testing. We will continue to test these controls, including in connection with management's evaluation of the effectiveness of our internal control over financial reporting as of the end of our current fiscal year. As management continues to evaluate and work to improve its internal control over financial reporting, it may determine that additional measures to address control deficiencies or modifications to the remediation plan are necessary. Therefore, management cannot assure you when these material weaknesses will be remediated, that additional actions will not be required to remediate these material weaknesses, or the costs of any such additional actions. These material weaknesses will not be determined to be remediated until the remediated controls operate for a sufficient period of time and management has concluded, through further testing, that these controls are operating effectively.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

We are subject from time to time to various claims, lawsuits, and other legal and administrative proceedings (including those described below). Some of these claims, lawsuits, and other proceedings may involve highly complex issues that are subject to substantial uncertainties, and could result in damages, fines, and penalties, non-monetary sanctions, or relief. We intend to recognize provisions for claims or pending litigation when we determine that an unfavorable outcome is probable, and the amount of loss can be reasonably estimated. Due to the inherent uncertain nature of litigation, the ultimate outcome or actual cost of settlement may materially vary from estimates. For additional information, see "Risk Factors – Risks Related to Our Common Stock - We are party to pending litigation, and we may be subject to future litigation in the operation of our business. An adverse outcome in one or more proceedings could adversely affect our business."

SEC Matters

We have been responding to requests for information from the SEC relating to an investigation by the SEC of alleged violations by us of Rule 21F-17, which prohibits actions to impede communications directly with the SEC staff about a possible securities law violation. We intend to continue to defend this matter vigorously and cannot predict the outcome of this investigation.

We have received a subpoena from the SEC relating to our November 2024 restatement of revenues for the year ended September 28, 2024 and certain other matters. We are cooperating with the SEC with respect to this matter.

Securities Class Actions

On August 14, 2024, a putative class action captioned *Fox v. Symbotic Inc. et al.*, Case No. 24-cv-12090 was filed in the United States District Court for the District of Massachusetts by an alleged holder of our common stock. The complaint asserts claims for violations of federal securities laws against us and two of our officers on the grounds that, among other things, we made false and/or misleading statements related to our expected earnings for the third quarter of fiscal year 2024. Based on these allegations, the plaintiff brings claims seeking unspecified damages, attorneys' fees, expert fees, and other costs and relief on behalf of herself and a putative class of persons who purchased our stock between May 6, 2024 and July 29, 2024. On September 11, 2024, the court entered a stipulation staying the Company's deadline to respond to the complaint until after a lead plaintiff has been appointed pursuant to the Private Securities Litigation Reform Act. As of February 3, 2025, a lead plaintiff has not been appointed. On December 20, 2024, the plaintiff filed a motion to consolidate this matter with another putative class action captioned *Decker v. Symbotic Inc. et al.* (further described below). As of February 3, 2025, the court has not yet ruled on the pending motion to consolidate.

On December 3, 2024, a putative class action captioned *Decker v. Symbotic Inc. et al.*, Case No. 24-cv-12976 was filed in the United States District Court for the District of Massachusetts by an alleged purchaser of our common stock. The complaint asserts claims for violations of federal securities laws against us and three of our officers on the grounds that we made false and/or misleading statements related to our revenue recognition and the effectiveness of our disclosure controls and procedures. Based on these allegations, the plaintiff brings claims seeking unspecified damages, attorneys' fees, expert fees, and other costs and relief on behalf of himself and a putative class of persons who purchased our stock between February 8, 2024 and November 26, 2024. The parties have filed a stipulation staying the Company's deadline to respond to the complaint until after the pending motion to consolidate is resolved and a lead plaintiff has been appointed pursuant to the Private Securities Litigation Reform Act.

We intend to vigorously defend these cases. If a court ultimately determines that we are liable in either or both of these cases, we may be subject to substantial damages. We cannot predict with any degree of certainty the outcome of these matters or determine the extent of any potential liabilities. We also cannot provide an estimate of the possible loss or range of loss. Any adverse outcome in these matters could expose us to substantial damages that may have a material adverse impact on our

operations and cash flows. Despite the potential for significant damages, we do not believe, based on currently available information, that the outcome of these proceedings will have a material adverse effect on our financial condition, although the outcome could be material to our operating results for any particular period, depending, in part, upon the operating results for such period.

Shareholder Derivative Actions

On October 2, 2024, two putative shareholder derivative actions captioned *Austen v. Cohen et al.*, 24-cv-12522 and *Kukreja v. Cohen et al.*, 24-cv-12523 were filed in the United States District Court for the District of Massachusetts by our alleged shareholders. The actions assert claims on behalf of us against certain senior officers and members of our board of directors for, among others, breach of fiduciary duty, unjust enrichment, and violations of federal securities laws based primarily on allegations that the defendants caused or allowed us to disseminate misleading and inaccurate information to shareholders in connection with our expected earnings for the third quarter of fiscal year 2024. The actions also contend that the defendants wasted corporate assets by exposing us to the securities class action lawsuit filed on August 14, 2024. The actions seek compensatory damages, changes to corporate governance and internal procedures, restitution, costs and attorneys' fees, and other unspecified relief. Motions to consolidate the two actions into a single matter, appoint lead plaintiffs' counsel, and stay any obligation of the defendants to respond to the complaint based on the pendency of the related *Fox v. Symbotic* securities class action lawsuit remain pending.

We intend to vigorously defend these cases. If a court ultimately determines that we are liable, we may be subject to substantial damages. We cannot predict with any degree of certainty the outcome of this matter or determine the extent of any potential liabilities. We also cannot provide an estimate of the possible loss or range of loss. Any adverse outcome in this matter could expose us to substantial damages that may have a material adverse impact on our operations and cash flows. Despite the potential for significant damages, we do not believe, based on currently available information, that the outcome of this proceeding will have a material adverse effect on our financial condition, although the outcome could be material to our operating results for any particular period, depending, in part, upon the operating results for such period.

Item 1A. Risk Factors

We are subject to various risks and uncertainties in the course of our business. For a detailed discussion of these risks, please see the section in our Annual Report on Form 10-K filed with the SEC on December 4, 2024 titled "Risk Factors". Any of the matters highlighted in those risk factors could adversely affect our business, results of operation and financial condition.

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

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not Applicable.

Item 5. Other Information

During the fiscal quarter ended December 28, 2024, no director or officer, as defined in Rule 16a-1(f) under the Exchange Act, adopted or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement," as defined in Regulation S-K Item 408:

Certain of our directors or officers have made elections to participate in, and are participating in, our Incentive Compensation Plan, ESPP or our defined-contribution benefit plan under the provisions of Section 401(k) of the Internal Revenue Code and have may, and may from time to time make, elections to have shares withheld to cover withholding taxes or pay the exercise price of options, which may be designed to satisfy the affirmative defense conditions of Rule 10b5-1 under the Exchange Act or may constitute non-Rule 10b5-1 trading arrangements (as defined in Item 408(c) of Regulation S-K).

Item 6. Exhibits

The exhibits listed below are filed or incorporated by reference into this Report.

Exhibit	Description	Incorporated by Reference		
		Form	Exhibit	Filing Date
2.1*++	Purchase and Sale Agreement, by and between Walmart Inc. and Symbotic Inc., dated as of January 15, 2025	8-K	2.1	1/16/2025
10.1*++	Master Automation Agreement, by and between Walmart Inc. and Symbotic LLC, dated as of January 27, 2025.	8-K	10.1	1/28/2025
10.2#	Consulting Agreement, dated October 31, 2024, between George Dramalis and Symbotic LLC			
10.3#	Form of Restricted Stock Unit Award Agreement under the Symbotic Inc. 2022 Omnibus Incentive Compensation Plan			
10.4#	Form of Performance-Based Restricted Stock Unit Award Agreement under the Symbotic Inc. 2022 Omnibus Incentive Compensation Plan			
31.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a)/ Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended			
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/ Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended			
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002			
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002			
101.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 with applicable taxonomy extension information contained in Exhibits 101.*)			

Indicates management contract or compensatory plan

* Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Item 1.01 of Form 8-K and Item 601(a)(5) of Regulation S-K. The Registrant agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

++ Certain confidential information contained in this document, marked by brackets and asterisks, has been omitted pursuant to Item 1.01 of Form 8-K and Item 601(b)(10) (iv) of Regulation S-K, because Symbotic customarily and actually treats such information as private or confidential and the omitted information is not material.

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.

Date: February 5, 2025

Symbotic Inc.

By:	<u>/s/ Maria G. Freve</u>
Name:	Maria G. Freve
Title:	Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer)



SYMBOTIC LLC

Consulting Agreement

This Consulting Agreement is effective as of the 31st day of October 2024 between George Dramalis, residing at 4 Priscilla Lane, Westford, MA 01866, ("Consultant"), and Symbotic LLC, a Delaware limited liability company having a place of business at 200 Research Drive, Wilmington, Massachusetts 01887("Symbotic"). Symbotic and Consultant desire to enter into a relationship wherein Consultant will provide certain services to, and perform certain work for Symbotic. The parties hereto agree as follows:

1. Terms of Work. Consultant agrees to provide the services set forth in Exhibit A attached hereto. Consultant will generally determine the methods, details and means of performing the services. Symbotic does not have the right to control the exact manner or determine the precise method of accomplishing the services. However, Consultant must observe Symbotic's security and safety policies at all times, and Symbotic is entitled to exercise a broad, general right of supervision and control over the results of the services performed by Consultant to ensure satisfactory performance thereof. This power of supervision includes the right to inspect, stop work, make suggestions or recommendations as to the details of the work, and request modifications to the scope of the services. Symbotic will advise Consultant of the Symbotic employee or agent to whom Consultant will report. Consultant will perform the services at Symbotic's premises or remotely, the parties mutually agree where the projects or tasks may be performed. Symbotic agrees to provide such working space or facilities as may be reasonably necessary for Consultant to perform the services at Symbotic's premises. The time period from the date of this Agreement until the termination of the performance of consulting services hereunder pursuant to section 8 is referred to as the "Consulting Period."
2. Payment Terms. As sole consideration for the services performed by Consultant pursuant to this Agreement, during the Consulting Period Symbotic shall allow and cause the continued vesting of the equity granted to Consultant pursuant to (a) that certain Incentive Unit Agreement dated as of May 15, 2020 by and between Consultant and Warehouse Technologies LLC and (b) that certain Incentive Unit Agreement dated as of March 3, 2021 by and between Consultant and Warehouse Technologies LLC (together, the "Incentive Unit Agreements") pursuant to Section 3(b) of each Incentive Unit Agreement. Symbotic shall not pay cash consideration for the Consultant's services, nor shall Symbotic pay a premium for services performed at night, during the weekend or for more than 8 hours of services performed by one person in one day or more than 40 hours of services performed by one person in one week. Symbotic will, however, reimburse Consultant at cost for reasonable, documented and pre-approved costs and expenses incurred by it in connection with performing such services. Consultant will submit receipts relating to any such expenses to Symbotic for reimbursement.
3. Independent Contractor. Symbotic and Consultant agree that Consultant is an independent contractor to Symbotic and not an employee, agent, joint venturer, or partner of Symbotic. Consultant acknowledges that, as an independent contractor, Consultant will not be entitled to make a claim for unemployment, worker's compensation or disability, or receive any vacation, health, retirement or other benefits pursuant to this Agreement or Consultant's relationship with Symbotic. Symbotic will not withhold FICA or state or federal income taxes

Symbotic LLC
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Phone 978-284-2800 | www.symbotic.com



contributions on behalf of Consultant. Consultant is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, Symbotic or to bind Symbotic in any manner.

4. Work for Hire. All inventions, discoveries, computer programs, data, technology, designs, innovations, and improvements (whether or not patentable and whether or not copyrightable) ("Inventions") related to the business of Symbotic which are made, conceived, reduced to practice, created, written, designed, or developed by Consultant, solely or jointly with others, during the Consulting Period or thereafter if resulting or directly derived from Proprietary Information (as defined below), shall be the sole property of Symbotic. Consultant hereby assigns to Symbotic all Inventions and any and all related patents, copyrights, trademarks, trade names, and other industrial and intellectual property rights and applications therefor, in the United States and elsewhere, and appoints any officer of Symbotic as his/her duly authorized attorney to execute, file, prosecute, and protect the same before any government agency, court, or authority. Upon the request of Symbotic and at Symbotic's expense, Consultant shall execute such further assignments, documents, and other instruments as may be necessary or desirable to fully and completely assign all Inventions to Symbotic and to assist Symbotic in applying for, obtaining, and enforcing patents or copyrights or other rights in the United States and in any foreign country with respect to any Invention. Consultant also hereby waives all claims to moral rights in any Inventions. Consultant shall promptly disclose to Symbotic all Inventions and will maintain adequate and current written records (in the form of notes, sketches, drawings, and as may be specified by Symbotic) to document the conception and/or first actual reduction to practice of any Invention. Such written records shall be available to and remain the sole property of Symbotic at all times.
5. Non-Exclusivity. This Agreement is non-exclusive. Consultant retains the right to perform work for others during the term of this Agreement. Symbotic may cause work of the same or a different kind to be performed by its own personnel or other contractors or consultants during the term of this Agreement.
6. Non-Solicitation. While Consultant is performing services under this Agreement and for a period of one year after the termination of the Consulting Period, Consultant will not directly or indirectly, either alone or in association with others (i) solicit, or permit any organization directly or indirectly controlled by Consultant to solicit, any employee of Symbotic to leave the employ of Symbotic, or (ii) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by Consultant to solicit for employment, hire, or engage as an independent contractor, any person who was employed by Symbotic at the time of the termination of the Consulting Period; provided, that this clause (ii) shall not apply to any individual whose employment with Symbotic has been terminated for a period of six months or longer.
7. Proprietary Information.
 - a. Consultant agrees that all information, whether in verbal, written, or electronic form, of a private, secret, or confidential nature concerning Symbotic's technology, business, business relationships, or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of Symbotic. By way of illustration, but not limitation, Proprietary Information may include inventions, products, processes, methods, techniques, algorithms, projects, developments, plans, research data, financial data,

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personnel data, computer software or hardware, customer and supplier lists, and contacts at or knowledge of customers or prospective customers of Symbotic. Consultant will not disclose any Proprietary Information to any person or entity other than employees or consultants of Symbotic or use the same for any purposes (other than in the performance of services under this Agreement) without written approval by an officer of Symbotic, either during or after the termination of the Consulting Period, unless and until such Proprietary Information has become public knowledge without fault by Consultant.

- b. Notwithstanding the foregoing, Consultant may disclose Proprietary Information to any of Consultant's employees or contractors who have a need to know such Proprietary

Information in order to accomplish the requirements of this Agreement and who are bound by contractual obligations of confidentiality and limitation of use sufficient to give effect to this Section 7. In no event shall Consultant disclose any such Proprietary Information to any competitors of Symbotic. Upon the written request of Symbotic, Consultant shall return all Proprietary Information to Symbotic and shall certify that all such information has been so returned.

- c. Consultant agrees that all files, letters, memoranda, reports, records, data, sketches, drawings, laboratory notebooks, program listings, or other written, photographic, electronic, or other tangible material containing Proprietary Information, whether created by Consultant or others, which shall come into Consultant's custody or possession, shall be and are the exclusive property of Symbotic to be used by Consultant only in the performance of services under this Agreement. All such materials or copies thereof and all tangible property of Symbotic in the custody or possession of Consultant shall be delivered to Symbotic, upon the earlier of (i) a request by Symbotic or (ii) termination of the Consulting Period. After such delivery, Consultant shall not retain any such materials or copies thereof or any such tangible property.
 - d. Consultant agrees that Consultant's obligation not to disclose or to use information and materials of the types set forth in paragraphs (a) and (c) above, and Consultant's obligation to return materials and tangible property, set forth in paragraph (b) above, also extends to such types of information, materials, and tangible property of customers of Symbotic or suppliers to Symbotic or other third parties who may have disclosed or entrusted the same to Symbotic or to Consultant.
8. Termination. Consultant may terminate the Consulting Period at any time for any reason by giving written notice to Symbotic. Symbotic may terminate the Consulting Period only upon Consultant's material breach of this Agreement by giving written notice to Consultant. Upon receipt of such notice from Symbotic, Consultant shall cease providing services, advise Symbotic of the extent to which Consultant has completed the services through such date, and collect and deliver to Symbotic whatever work product then exists. Symbotic shall make a final payment to Consultant of any outstanding and unreimbursed expenses through the date of such termination net 30 days.
9. Indemnification and Hold Harmless.
- a. Consultant agrees that any personal injury to Consultant or third parties or any property damage incurred in the course of performance of the services under this Agreement shall be the responsibility of Consultant.
 - b. Consultant agrees to indemnify, defend, and hold harmless Symbotic and its affiliates, officers, employees and agents from and against any and all costs, losses, damages,

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liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of Consultant's performance of the services under this Agreement, except to the extent such are caused by the gross negligence or willful misconduct of Symbotic.

10. Miscellaneous.

- a. Interpretation. If any restriction set forth in paragraphs 6 above is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities, or geographic area as to which it may be enforceable.
- b. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- c. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between Consultant and Symbotic relating to the subject matter of this Agreement. This Agreement may not be modified, changed, or discharged in whole or in part, except by an agreement in writing signed by Consultant and Symbotic. Consultant agrees that any change or changes in the services to be performed or payment terms after the signing of this Agreement shall not affect the validity or scope of this Agreement.

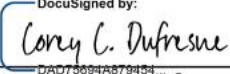
- d. Waiver of Rights. No delay or omission by Symbotic in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Symbotic on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
- e. Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of Symbotic and are considered by Consultant to be reasonable for such purpose. Consultant agrees that any breach of this Agreement is likely to cause Symbotic substantial and irrevocable damage and therefore, in the event of any such breach, Consultant agrees that Symbotic, in addition to such other remedies which may be available, shall be entitled to specific performance and other injunctive relief.
- f. Insider Trading. The Consultant acknowledges and accepts that it has received and read the Insider Trading Policy (the "Policy") of Symbotic Inc. (the "Company") attached hereto as Exhibit B and understand its contents. The Consultant agrees to comply fully with the policies and procedures contained in the Policy and the Company's related policies and procedures. Consultant understands that it has an obligation to report any suspected violations of the Policy that it become aware of to the General Counsel of the Company. The Consultant acknowledges that the Policy is a statement of policies and procedures that the Company has adopted in order to ensure compliance with insider trading laws and related matters and does not, in any way, constitute an employment contract or an assurance of continued engagement, or assignment, as applicable.
- g. Information Security. Consultant acknowledges and accepts that they shall be subject to the terms set forth in the following exhibits: (a) the Information Resources Acceptable Use and Security Policy dated January 1, 2018 (the "Information Security Policy") attached hereto as Exhibit C, and (b) the Information Security Policy which is attached hereto as Exhibit D.
- h. Governing Law. This Agreement is governed by and will be construed as a sealed instrument under and in accordance with the laws of the Commonwealth of

Massachusetts (without reference to the conflicts of laws provisions thereof). Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the Commonwealth of Massachusetts (or, if appropriate, a federal court located within Massachusetts), and Symbolic and Consultant each consents to the jurisdiction of such a court.

{Signature Page to Follow}

SYMBOTIC LLC

GEORGE DRAMALIS

By: 
Name: Corey C. Dufresne
Title: Senior VP & General Counsel

Signature: 

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SYMBOTIC LLC

Consulting Agreement

Exhibit A – Services to be Performed

Services to be performed by Consultant are personal and shall be performed by George Dramalis and no other person. Consultant shall report to Rick Cohen at Symbotic.

Consultant shall perform the following services:

Consultant agrees to make himself reasonably available upon reasonable notice to respond by telephone or email to inquiries from Symbotic or to assist Symbotic by telephone or email in any matters for which he had involvement

This Agreement shall extend through May 30, 2025, unless terminated earlier pursuant to Section 8.

Symbotic LLC
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Exhibit B

SYMBOTIC INC.

INSIDER TRADING POLICY

(Effective 4-12-2023)

In the course of conducting the business of Symbotic Inc. (together with its subsidiaries, the "Company"), you may come into possession of material information that is not available to the investing public ("material, non-public information") about the Company or other entities. You

must maintain the confidentiality of material, non-public information and may not use it in connection with the purchase or sale of Company Securities (as defined below) or the securities of any other entity to which the information relates. The Company has adopted this Insider Trading Policy (this "Policy") in order to ensure compliance with the law and to avoid the appearance of improper conduct by any Covered Persons (as defined below). We have all worked hard to establish the Company's reputation for integrity and ethical conduct, and we are all responsible for preserving and enhancing this reputation.

1. SCOPE OF POLICY

This Policy applies to (i) all directors, officers, employees, independent contractors, temporary agency workers and consultants (in each case, as applicable) of the Company (collectively referred to as the "Insiders"), (ii) the spouses or equivalents, minor children and any individuals sharing the same household with any Insider (regardless of whether such individual is a family member), (iii) any other person or entity over whom any Insider exercises substantial control over his, her, their or its securities trading decisions, and (iv) any trust or other estate in which any Insider has a substantial beneficial interest or as to which he, she or they serves as trustee or in a similar fiduciary capacity (collectively, the "Covered Persons").

2. PROHIBITION ON TRADING ON MATERIAL, NON-PUBLIC INFORMATION

A. Prohibition

This Policy prohibits, and the laws, rules and regulations of the United States and other countries may prohibit, any Covered Person from purchasing, selling or otherwise trading any securities of the Company, including common stock, any other common equity securities or any preferred equity, convertible or debt securities ("Company Securities") while in possession of "inside information" about the Company. Inside information about the Company constitutes any material, non-public information about the Company. If you become aware of any inside information about the Company, you may not execute any trade in Company Securities and you should treat the information as confidential.

Insiders may become temporary insiders of an entity other than the Company if such entity is an entity with which the Company has a contractual relationship or may be negotiating a transaction, or a competitor of the Company. Thus, the prohibition on trading while in possession of inside information also applies to transactions in the securities of any such other entity about which you acquire inside information in the course of your duties for the Company.

Gifts (which includes donations) are covered by this Policy's prohibitions on trading. A Covered Person in possession of inside information about the Company is prohibited from making a gift of Company Securities.

B. Definition of Inside Information (Material, Non-Public Information)

Inside information about any entity constitutes "material, non-public information" about such entity.

i. Material Information

Under this Policy and United States laws, rules and regulations, information is material if there is a substantial likelihood that a reasonable investor would consider it important in deciding whether to buy, hold or sell an entity's securities, or in making another investment decision involving an entity's securities. Any information that could reasonably be expected to affect (either negatively or positively) the price of an entity's securities is material for these purposes. In this regard, potential market reaction or sensitivity to the information is a key consideration. Moreover, although multiple pieces of information may not be material individually, if the aggregate effect of those pieces, when they become public, would alter the "total mix" of available information and result in a reevaluation of an entity's securities, then such pieces of information are considered material. Information may be material even if it relates to future,

speculative or contingent events and even if it is significant only when considered in combination with publicly available information. Examples of potentially material information about an entity include, depending on the particular circumstances:

- financial results;
- earnings announcements or estimates;
- changes to previously released earnings information;
- significant information regarding new products, technology or similar developments;
- developments regarding customers, suppliers or competitors;
- cybersecurity risks and incidents, including vulnerabilities and breaches;
- execution or termination of significant financing, management or customer agreements or other contracts with business entities;
- information relating to a pending or proposed merger, acquisition, tender offer, joint venture or changes in assets (even if preliminary in nature);
- changes in financial liquidity or solvency;
- extraordinary borrowings;
- changes in debt ratings;
- unpublished research reports or models;
- significant developments involving corporate relationships;
- events regarding the entity's securities, e.g., defaults on senior securities, calls of securities for redemption, repurchase plans, stock splits or changes in dividends or dividend policy, changes to the rights of security holders and new equity or debt offerings;
- developments (whether positive or negative) in pending litigation;
- significant litigation exposure due to actual or threatened litigation;
- change in auditors or an auditor's notification that the entity may no longer rely on such auditor's audit report;
- major changes in accounting methods or policies;
- changes in control, in management or in the board of directors; and

- bankruptcies or receiverships.

ii. Non-Public Information

Information is considered to be non-public unless it has been adequately disclosed to the public, which means that the information must be publicly disseminated in a manner designed to reach investors generally and sufficient time must have passed for the capital markets to have absorbed the information. Information is not necessarily public merely because it has been discussed in the press, which will sometimes report rumors. You should presume that information is non-public unless you can point to its official release in at least one of the following ways: (i) regulatory filings; or (ii) issuance of press releases (including on an entity's official website).

You may not attempt to "beat the market" by trading simultaneously with, or shortly after, the official release of material information. Although there is no fixed period for how long it takes the market to absorb information, out of prudence, a person aware of material, non-public information should refrain from any trading activity for approximately two full trading days following its official release; shorter or longer waiting periods might be warranted based upon the liquidity of the security and the nature of the information. Notwithstanding these timing guidelines, it is illegal for you to trade while in possession of material, non-public information, including situations in which you are aware of major developments that have not yet been publicly announced.

C. Exemptions

The prohibitions in Sections 2.A and 4.C on purchases, sales or other transactions of Company Securities do not apply to:

- periodic contributions to, or the acquisition of Company Securities under, an employee stock purchase plan maintained by the Company, in each case, pursuant to the terms and conditions of the applicable plan;
- exercises of stock options or stock appreciation rights, or the surrender of shares to the Company in payment of the exercise price or in satisfaction of any tax withholding obligations in a manner permitted by the terms and conditions of the applicable plan, or vesting or settlement of equity-based awards, that in each case do not involve a market sale of Company Securities; or
- trading in exchange-traded index securities or derivatives linked to broad-based indices that may include securities of the Company or any other entity about which you acquire inside information in the course of your duties for the Company.

For purposes of this Policy, a broad-based index investment strategy would not include an index or strategy if (i) more than 10% of the index or strategy were to be represented by a single issuer or (ii) the index or strategy were to be linked to a relatively narrow group of companies. Appropriate care should be taken in investing in index securities or industry-focused funds to ascertain the nature of the index or strategy and to avoid concerns over its being too narrowly focused.

In addition to trading while in possession of material, non-public information, it is illegal and a violation of this Policy to convey such information to another ("tipping") if you know, have reason to believe or suspect that the person will misuse such information by trading in securities or passing such information to others who trade. This applies regardless of whether the "tippee" is related to the Covered Person or is an entity, and regardless of whether you receive any monetary benefit from the tippee.

Trading on or conveying material, non-public information may also breach contractual obligations assumed by the Company to or on behalf of entities with which the Company has a contractual relationship or may be negotiating a transaction. Apart from contractual remedies (such as damages and injunctions), severe, and possibly irreparable, reputational damage to the Company can result from trading on, tipping or other improper use of material, non-public information.

4. STATEMENT OF PROCEDURES PREVENTING INSIDER TRADING

The following procedures have been established, and will be maintained and enforced, by the Company to prevent insider trading. Every director, officer and designated employee is required to follow these procedures.

A. Pre-Clearance of All Transactions by All Directors, Officers and Designated Employees

To provide assistance in preventing inadvertent violations of applicable laws, rules and regulations and to avoid the appearance of impropriety in connection with the trading of securities, all transactions in Company Securities and securities of entities with which the Company has a contractual relationship or may be negotiating a transaction, in each case, material to the other entity, by directors, officers and designated employees listed on Schedule I.A (as may be amended from time to time) (each, a "Pre-Clearance Person") must be pre-cleared by the Company's General Counsel or his, her or their designee. Gifts of Company Securities or other securities subject to this Section 4.A by Pre-Clearance Persons must be pre-cleared. Transactions in exchange-traded index securities or derivatives linked to broad-based indices are exempted from this pre-clearance requirement. Pre-clearance does not relieve anyone of his, her or their responsibility under U.S. Securities and Exchange Commission ("SEC") rules and other applicable laws, rules and regulations.

A request for pre-clearance must be in writing (including by e-mail), or pursuant to such other method required by the Company from time to time, should be made at least two business days in advance of the proposed transaction and should include the identity of the Pre-Clearance Person, the type of proposed transaction (for example, an open market purchase, a privately negotiated sale, an option exercise, etc.), the proposed date of the transaction and the number of shares or other securities to be involved. In addition, the Pre-Clearance Person will certify to the General Counsel or his, her or their designee, that such person is not aware of any relevant material non-public information. The General Counsel or his, her or their designee shall have discretion to decide whether to clear any contemplated transaction, provided that the Chief Financial Officer shall have discretion to decide whether to clear transactions by the General Counsel, the General Counsel's designee or persons or entities subject to this Policy as a result of their relationship with the General Counsel or designee, as the case may be. All transactions that are pre-cleared must be effected within five business days of receipt of the pre-clearance

unless a specific exception has been granted by the General Counsel or his, her or their designee. A pre-cleared trade (or any portion of a pre-cleared trade) that has not been effected during the five business day period must be pre-cleared again prior to execution. Notwithstanding receipt of pre-clearance, if the Pre-Clearance Person becomes aware of material non-public information or becomes subject to a black-out period before the transaction is effected, the transaction may not be completed.

B. Post-Transaction Notice

Each Covered Person who is subject to reporting obligations under Section 16 of the Securities Exchange Act of 1934 (as amended, the "Exchange Act") shall also notify the General Counsel

(or his, her or their designee) of the occurrence of any purchase, sale or other acquisition or disposition, including any gift, of securities of the Company as soon as possible following the transaction, but in any event within one business day after the transaction. Such notification shall be in writing (including by e-mail) and should include the identity of the Covered Person, the type of transaction, the date of the transaction, the number of shares involved and the purchase or sale price. For purposes of this Section 4.B, a purchase, sale or other acquisition or disposition shall be deemed to occur at the time the person becomes irrevocably committed to it (for example, in the case of an open market purchase or sale, this occurs when the trade is executed, not when it settles).

C. Black-Out Periods

Additionally, no director, officer or employee listed on Schedule I.B (as may be amended from time to time) shall purchase, sell or otherwise transact in any Company Securities during the period beginning at 11:59 p.m. Eastern time on the fourteenth calendar day before the end of any fiscal quarter of the Company and ending upon the completion of the second full trading day after the public release of earnings data for such fiscal quarter or during any other trading suspension period declared by the Company, except for purchases and sales pursuant to a previously approved Rule 10b5-1(c) Trading Plan (as described below). For example, if the Company's fourth fiscal quarter ends on September 30, the corresponding black-out period would begin at 11:59 p.m. Eastern time on September 16. For the purposes of this Policy, a "trading day" is a day on which national stock exchanges in the United States are open for trading.

Exceptions to the black-out period policy may be approved only by General Counsel or his, her or their designee (or, in the case of an exception for the General Counsel, the General Counsel's designee or persons or entities subject to this Policy as a result of their relationship with the General Counsel or the designee, as the case may be, the Chief Financial Officer, or, in the case of exceptions for directors, the Board of Directors).

From time to time, the Company, through the Board of Directors or the General Counsel, may recommend that directors, officers, employees or others suspend trading in Company Securities because of developments that have not yet been disclosed to the public. Subject to the exceptions noted above, all of those affected should not trade in Company Securities while the suspension is in effect and should not disclose to others that the Company has suspended trading. The fact that there is a trading suspension may constitute material, non-public information or information that may lead to rumors in the public market and must be kept strictly confidential.

D. Post-Termination Transactions

With the exception of the pre-clearance requirement, this Policy continues to apply to transactions in Company Securities, securities of an entity with which the Company has a contractual relationship or may be negotiating a transaction, and securities of a competitor of the Company, even after termination of service to the Company. If an Insider is in possession of material, non-public information when his, her or their service terminates, that individual and related Covered Persons may not trade in Company Securities or the securities of any other entity to which that information relates until that information has become public or is no longer material.

5. ADDITIONAL PROHIBITED TRANSACTIONS

Insiders and Covered Persons, as applicable, shall comply with the following policies with respect to certain transactions in Company Securities:

A. Short Sales

Short sales of Company Securities by Covered Persons are prohibited by this Policy. In addition, Section 16(c) of the Exchange Act absolutely prohibits Section 16 reporting persons from making sales of shares of the Company's equity securities that the insider does not own at

the time of sale, or sales of shares against which the insider does not deliver the shares within 20 days after the sale.

B. Derivative Transactions

Transactions in puts, calls or other derivative securities involving Company Securities by Covered Persons are prohibited by this Policy. This prohibition on derivatives trading does not preclude Covered Persons from exercising any employee stock option or stock appreciation right which may be issued to such Covered Person by the Company from time to time. However, other factors, such as general insider trading rules or this Policy, may prohibit employees from simultaneously selling shares obtained from the exercise of these options or stock appreciation rights at various times.

C. Hedging Transactions

No Covered Person may engage in hedging or monetization transactions or similar arrangements designed to limit the financial risk of ownership of Company Securities, such as through prepaid variable forwards, equity swaps, collars and exchange funds.

D. Purchases of Company Securities on Margin

Purchasing on margin means borrowing from a brokerage firm, bank or other entity in order to purchase Company Securities (other than in connection with a cashless exercise of stock options through a broker under the Company's equity plans). Margin purchases of Company Securities by Covered Persons are prohibited by this Policy.

E. Pledging Company Securities to Secure Margin or Other Loans

Covered Persons are prohibited from entering into margin loans, or other transactions involving the pledging of Company Securities as collateral under this Policy.

F. Regulation BTR

If the Company is required to impose a pension fund "blackout period" under Regulation BTR, each director and executive officer shall not, directly or indirectly purchase, sell or otherwise acquire or transfer during such blackout period any equity securities of the Company acquired in connection with his, her or their service as a director or officer of the Company, except as permitted by Regulation BTR.

6. RULE 10b5-1(c) TRADING PLANS

Transactions in Company Securities made pursuant to a previously established and approved "Rule 10b5-1(c) Trading Plan" are not subject to the pre-clearance requirements or the blackout period policy. A Rule 10b5-1(c) Trading Plan must comply with the requirements of Rule 10b5-1(c) under the Exchange Act, as may be adopted or amended from time to time by the SEC.

Rule 10b5-1(c) Trading Plans do not exempt individuals from complying with Section 16 short-swing profit rules or liability. Furthermore, Rule 10b5-1(c) Trading Plans that meet the requirements of applicable laws, rules and regulations only provide an "affirmative defense" in the event there is an insider trading lawsuit. A Rule 10b5-1(c) Trading Plan does not prevent someone from bringing a lawsuit.

Although transactions effected under a Rule 10b5-1(c) Trading Plan will not require further pre-clearance at the time of the trade, any transaction (including the quantity and price) made pursuant to a Rule 10b5-1(c) Trading Plan of a Section 16 reporting person must be reported to the Company promptly on the day of each trade to permit the Company's filing coordinator to assist in the preparation and filing of a required Form 4. However, the ultimate responsibility and liability for timely filing remains with the Section 16 reporting person.

The Company reserves the right from time to time to suspend, discontinue or otherwise prohibit any transaction in Company Securities, even pursuant to a previously approved Rule 10b5-1(c) Trading Plan, if the General Counsel or the Board of Directors, in his, her, their or its discretion, determines that such suspension, discontinuation or other prohibition is in the best interests of the Company. Any Trading Plan submitted for approval hereunder should explicitly acknowledge the Company's right to prohibit transactions in Company Securities. Failure to discontinue purchases and sales as directed shall constitute a violation of the terms of this Section 6 and result in a loss of the exemption set forth herein.

7. SAFEGUARDING CONFIDENTIAL INFORMATION

If material information relating to the Company or its business has not been disclosed to the general public, such information must be kept in strict confidence and should be discussed only with persons who have a "need to know" of the information for a legitimate business purpose, except when disclosure is authorized, legally mandated or made in cooperation with a government investigation. The utmost care and circumspection must be exercised at all times in order to protect the Company's confidential information. The following practices should be followed to help prevent the misuse of confidential information:

- avoid discussing confidential information in places where you may be overheard by people who do not have a valid need to know of such information, such as on elevators, in restaurants and on trains, buses, taxis, rideshares or airplanes;

- do not discuss confidential information with relatives or social acquaintances;
- do not give your computer IDs and passwords to any other person;

- do not give your computer IDs and passwords to any other person;
- password protect computers and log off when they are not in use and use privacy screens;
- always put confidential documents away when not in use and, based upon the sensitivity of the material, keep such documents in a locked desk or office;
- do not leave documents containing confidential information where they may be seen by persons who do not have a need to know of the content of the documents;
- comply with the specific terms of any confidentiality agreements of which you are aware;
- upon termination of your employment, engagement or assignment with the Company you must return to the Company all physical (including electronic) copies of confidential information as well as all other material embodied in any physical or electronic form that is based on or derived from such information, without retaining any copies;
- you may not bring the confidential information of any former employer or other entity for which you were a contractor, advisor, consultant or similar role to the Company; and
- you must always respect the confidential information of third parties and never unlawfully use such information on behalf of the Company or otherwise.

8. RESPONDING TO REQUESTS FOR INFORMATION

You may find yourself the recipient of questions concerning various activities of the Company. Such inquiries can come from the media, securities analysts and others regarding the Company's business, rumors, trading activity, current and future prospects and plans, acquisition or divestiture activities and other similar important information. Under no circumstances should you attempt to handle these inquiries without prior authorization. Only executive officers of the Company are authorized to answer questions about or disclose information concerning the Company to the media or public.

- Refer requests for information regarding the Company from the financial community, such as securities analysts, brokers or investors, to the Chief Financial Officer or Vice President, Investor Relations & Corporate Development.
- Refer requests for information regarding the Company from the media or press to the Director, Marketing.
- Refer requests for information from the SEC or other regulators to the General Counsel.

9. REPORTING VIOLATIONS/SEEKING ADVICE

You should refer suspected violations of this Policy or any policy applicable to the Company to the General Counsel. In addition, if you:

- receive material, non-public information that you are not authorized to receive or that you do not legitimately need to know to perform your employment, engagement or assignment responsibilities; or
- receive confidential information and are unsure if it is within the definition of material, non-public information or whether its release might be contrary to a fiduciary or other duty or obligation.

In each case, you should not share such information with anyone or transact in any Company Securities or any other relevant securities based on such information. When in doubt, you should assume that such information is material, non-public information. To seek advice about

what to do under those circumstances, you should contact the General Counsel. Consulting your colleagues can have the effect of exacerbating the problem. Containment of the information, until the legal implications of possessing it are determined, is critical.

10. PENALTIES FOR VIOLATIONS OF THE INSIDER TRADING POLICY AND LAWS

In the United States and many other countries, the personal consequences to you of illegally trading securities using material, non-public information and/or tipping can be severe. Certain securities laws provide that an individual is subject to possible imprisonment and significant fines. Such penalties can be applied even to persons who do not personally profit from their activities. These laws apply to all employees—not just directors, officers, investment bankers

and lawyers. The Company will not be responsible for the legal costs and expenses of any Covered Person who violates any insider trading laws. Subject to applicable law, Covered Persons who violate this Policy may also be subject to discipline by the Company, up to and including termination of employment, engagement or assignment, even if the country or jurisdiction where the conduct took place does not regard it as illegal and such conduct by Covered Persons may be taken into account for determination of the compensation and bonuses of such Covered Person, if an Insider, or of the Insider which makes such person a Covered Person otherwise.

If you are located or engaged in dealings outside the United States, be aware that laws regarding insider trading and similar offenses differ from country to country. Covered Persons must abide by the laws in the country where located. However, you are required to comply with this Policy even if local law is less restrictive. If a local law conflicts with this Policy, you must consult the General Counsel.

11. COMPANY ASSISTANCE AND EDUCATION

A. Education

The Company shall take reasonable steps designed to ensure that all directors, officers and employees of the Company are educated about, and periodically reminded of, U.S. federal securities law restrictions and Company policies regarding insider trading.

B. Assistance

The Company shall provide reasonable assistance to all directors and executive officers, as requested by such directors and executive officers, in connection with the filing of Forms 3, 4 and 5 under Section 16 of the Exchange Act. However, the ultimate responsibility, and liability, for timely filing remains with the directors and executive officers.

C. Limitation on Liability

None of the Company, the General Counsel, the Chief Financial Officer, the Company's other employees or the Company's directors will have any liability for any delay in reviewing or approving, or refusal of, a request for pre-clearance submitted pursuant to Section 4.A or a Rule 10b5-1(c) Trading Plan submitted pursuant to Section 6. Notwithstanding any pre-clearance of a transaction pursuant to Section 4.A or review of a Rule 10b5-1(c) Trading Plan pursuant to Section 6, none of the Company, the General Counsel, the Chief Financial Officer, the Company's other employees or the Company's directors assumes any liability for the legality or consequences of such transaction or Rule 10b5-1(c) Trading Plan to the person engaging in or

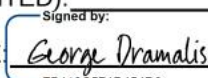
adopting such transaction or Rule 10b5-1(c) Trading Plan. Any decision made or action undertaken by the General Counsel, the Chief Financial Officer, or the Company's other employees in connection with implementing this Policy or maintaining or enforcing its procedures is made or undertaken in such person's capacity as an employee of the Company and not in their individual capacity.

Symbolic Insider Trading Policy
(Originally adopted June 7, 2022, as amended effective 4-12-2023)

Acknowledgment Form

I have received and read the Insider Trading Policy (the "Policy") of Symbotic Inc. (the "Company") and understand its contents. I agree to comply fully with the Policy and the Company's related policies and procedures. I understand that I have an obligation to report any suspected violations of the Policy that I become aware of to the General Counsel of the Company. I acknowledge that the Policy does not, in any way, constitute an employment contract or an assurance of continued employment, engagement or assignment, as applicable.

NAME (PRINTED): George Dramalis

SIGNATURE  George Dramalis

DATE: October 31, 2024

SCHEDULE I

A. Employees considered to be Pre-Clearance Persons:

- All employees that are Vice Presidents and above
- All employees in the Finance Department
- All employees in the Legal Department
- All employees in Sales that are Directors and above

B. Employees subject to Black-Out Periods:

- All employees are subject to Black-Out Periods

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EXHIBIT C:





SYMBOTIC LLC

Information Resources Acceptable Use and Security Policy

Effective January 1, 2018

Docusign Envelope ID: FD90F766-54D7-4AB6-A207-111E47EF9EAF

SYMBOTIC LLC

INFORMATION RESOURCES ACCEPTABLE USE AND SECURITY POLICY

Effective January 1, 2018

I. PURPOSE AND SCOPE

Symbotic LLC ("Symbotic") has adopted this Information Resources Acceptable Use and Security Policy ("Policy") to ensure that Symbotic's network, computer, telecommunications, acquired licenses, and data are used appropriately, and that Symbotic's assets and those of its customers, partners and employees are kept secure. This Policy applies to:

- All Symbotic employees, temporary workers, independent contractors, vendors, agents, and other users of Symbotic's internal technology and information resources ("you" or "users" as the context requires).
- Symbotic's computer and telecommunications network, including but not limited to fax machines, host computers, file servers, application servers, communication servers, mail servers, scanners, fax servers, Web servers, workstations, stand-alone

computers, printers, laptops, smartphones, desk phones, conference phones, video conferencing systems, portable/handheld telecommunications devices (i.e., cell phones, pagers, and head set systems), cameras, software, applications, data files, all internal and external computer, communications and collaboration networks (such as intranet systems, extranets, Wireless network, Internet, FTP, file sharing services, commercial online services, value added networks, Instant Messaging/Chat, social media sites, and e-mail systems), and portable file storage devices (USB, hard drives, SD cards) accessed directly or indirectly from Symbotic's computer network (collectively referred to as the "Resources"). All physical, virtual or cloud-based Resources are covered by this Policy. This Policy also applies to your use of (1) non-Symbotic owned devices for which you receive reimbursement of service or usage charges and (2) non-Symbotic or personally owned devices that connect to Symbotic's networks or Resources described above (e.g., personal devices that access Symbotic's wireless network and personal smartphones or tablet devices that access your Symbotic email account).

- All information that Symbotic holds, stores or accesses that is not generally known to the public, whether the information is owned by Symbotic or its customers, business partners, employees or other people or entities with which Symbotic does business, including but not limited to trade secrets, proprietary information and all other information, documents, and materials, owned, licensed, developed, or possessed by Symbotic or any employee or agent of Symbotic, whether tangible or intangible, relating in any way to Symbotic's research and development, customers, prospective customers, employee lists, business plans, business relationships, products or processes, costs or profit information or data from which that information could be derived, business methods, databases, computer programs and non-public and sensitive information about Symbotic's employees, in all cases whether or not marked as "confidential" or "proprietary" (collectively referred to as "Proprietary Information").
-

You are expected and required to use Symbotic's Resources and Proprietary Information responsibly and in a professional, ethical and lawful manner and to ensure the security of Symbotic's Resources and Proprietary Information. You are also expected and required to assist Symbotic in investigating any potential or actual violations of this Policy.

A violation of this Policy may result in disciplinary action, up to and including termination, and potential civil and criminal liability. Use of Symbotic's Resources is a privilege that may be limited or revoked at any time, with or without cause and without notice, in Symbotic's sole discretion.

II. USE OF RESOURCES.

The Resources constitute a valuable business asset of Symbotic and may be used only for approved purposes relating to Symbotic's business. You are permitted access to the Resources to assist you in the performance of your job. Your occasional, limited and appropriate personal use of the Resources is permitted so long as the use does not: (1) interfere with your work performance, (2) interfere with any other User's work performance, (3) adversely impact the operation of the Resources, (4) result in any non-trivial expense to Symbotic, (5) violate any law or regulation of any jurisdiction, or (6) violate any other provision of this Policy or any other policy, guideline or standard of Symbotic.

III. NO EXPECTATION OF PRIVACY

Anything created on, transmitted by or stored on the Resources may be reviewed by others, and deleted files may be recovered. Symbotic may monitor and record your use of the Resources at any time. You have no expectation or right of privacy of any kind related to your use of the Resources. You expressly consent to the access, monitoring and recording of your use of the Resources and waive any right of privacy or similar right in your use of the Resources.

IV. OWNERSHIP OF INFORMATION ASSETS AND RESOURCES

Symbotic exclusively owns all information and communications created, received, transmitted from or stored on or passed through the Resources, including but not limited to all of your and other Users' documents, files, programs, e-mails, and instant messages, as well as the Resources themselves.

V. PROHIBITED ACTIVITIES

a. **Inappropriate or Unlawful Material.** You are prohibited from sending by e-mail or other form of electronic communication, downloading from the Internet or other online service, or displaying on, viewing on or storing in the Resources any materials that are fraudulent, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise inappropriate, including any inappropriate comments that would reasonably offend someone on the basis of race, age, sex, sexual orientation, religion, national origin, veteran status or disability. You are also prohibited from using the Resources to distribute or collect responses to chain letters or pyramid schemes. If you become aware of or receive any of the materials described in this paragraph, you must immediately report the incident to your supervisor or Symbotic's Human Resources ("HR") department.

b. **Use for Personal or Third-Party Benefit.** You may not use the Resources for your personal financial gain or for the benefit of any third party, including but not limited to the sale of

personal financial gain or for the benefit of any third party, including but not limited to the sale of any non-Symbotic products or services except as specifically authorized.

c. **Destructive Activities.** You are prohibited from using the Resources to create, store or distribute any form of malicious or manipulative software (such as viruses, worms or other destructive code); to breach or circumvent the security of any host, network or account; or to engage in activities, such as network sniffing, pinged floods, packet spoofing, denial of service or forged routing information, that intentionally or maliciously disrupt network communication.

d. **Automatic Forwarding of E-mails to Non-Symbotic Accounts.** You are not permitted to set up automatic forwarding rules to non-Symbotic Accounts.

e. **Sending Proprietary or Customer Data to a Personal Email Account.** Sending or forwarding Proprietary Information or customer data to a personal email account is strictly prohibited unless expressly authorized by Symbotic's Legal or Information Technology ("IT") departments. Examples of personal email accounts can include JohnDoe@gmail.com or JohnDoe@verizon.net. In cases where you may be interested in sending reading materials to a New Hire prior to his/her start date, check in with HR or IT prior to sending the material to the New Hire's personal email address.

f. **File synching on Non Approved Platforms.** Symbotic subscribes to a File sharing/synching service. This service is available to all team members, and can be accessed from work or home. The use of other similar but unapproved services, such as Dropbox or Carbonite, or of other related file sharing or synching systems is not allowed unless authorized by the Legal and IT Departments.

VI. USE OF E- MAIL AND OTHER ELECTRONIC COMMUNICATIONS

a. **Electronic Communications – In General.** When you send an e-mail or other electronic communication from your Symbotic account, you are representing Symbotic to the outside world. Your communications must therefore be of the highest professional caliber, reflecting dignity and respect.

b. **Altering Attribution Information.** Electronic forgery is prohibited. You may never use another person's email account to misrepresent the identity of the sender of any message or alter the "From" line or other attribution of origin information in a Symbotic e-mail. You may, however, send e-mails on behalf of another User who has specifically granted you the right to do so.

c. **Electronic Communications of Proprietary Information.** As described in more detail below in Section VII, you must at all times take the utmost care to ensure that Proprietary Information is not disclosed to unauthorized individuals or entities. E-mail and other electronic communications require particular attention because they can easily be intercepted by or forwarded to individuals and entities other than the intended recipients. Therefore, you must use extra care when sending Proprietary Information electronically. For example, consider whether it is necessary to transmit the Proprietary Information electronically at all, or whether a fax or hard copy mailing achieves the same goal as an electronic communication. If an electronic communication is necessary, then you must do everything reasonable to ensure

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the security of the Proprietary Information, including (1) ensuring that the message is clearly labeled in the subject line and the body of the message as "Confidential," "Proprietary" or another similar designation; (2) keeping the address list for the message to a minimum; (3) ensuring all recipients are aware of the obligation to maintain the confidentiality of the information contained in the message; (4) encrypting the message, if possible; and (5) ensuring that the transmission of information is in accordance with applicable Symbotic policies, guidelines or standards, including this Policy and applicable law.

d. **Electronic Communications of Personal Information.** Personal Information, which is defined in Section XIX below, and financial information must be protected from unauthorized access. Storage and transmission of such data are often subject to local and federal laws.

Similar to Proprietary Information, you should consider whether it is necessary to transmit the Personal Information using Symbotic Resources. Transmission of such data will require encryption and/or password protected access to all systems involved. If electronic transmission of Personal Information is necessary, then you must ensure that the system housing the Personal Information is encrypted, the transmission of the message is encrypted, and any files used in the transmission of Personal Information is password protected and/or encrypted. In the event a fax machine is used, special care must be made to delete any stored log of transmitted files, and physical copies be removed from the fax machine area and stored in a secured physical location.

VII. PROTECTION OF SYMBOTIC'S RESOURCES AND PROPRIETARY INFORMATION

Symbotic's Resources and Proprietary Information are valuable assets of the company, and you are responsible for taking steps to ensure that these assets are not lost, damaged, or compromised.

a. Disclosure of Proprietary Information – In General. It is each User's responsibility to ensure that Proprietary Information is not disclosed to unauthorized individuals and entities, both within and outside the company. This includes but is not limited to complying with the following:

- (1) Do not disclose Proprietary Information to another party unless the party has signed a non-disclosure agreement. Even with a non-disclosure agreement in place, you should disclose to the party only the Proprietary Information that is strictly necessary for Symbotic's business or relationship with that party.
- (2) Do not send Symbotic's software to another party, or provide another party with access or download rights to Symbotic's software, unless the party has signed a license agreement, software evaluation agreement or other appropriately protective agreement approved by the Legal department.
- (3) Do not upload or transmit Proprietary Information via the Internet, to your personally owned computer or to any other third party system except for legitimate business-related purposes.
- (4) Do not allow Symbotic employees or contractors to access the source code to Symbotic's software unless they absolutely need it to perform their duties for Symbotic; and never disclose Symbotic's source code to anyone outside of the Symbotic organization.

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(5) In some circumstances, it is illegal to share certain kinds of information with certain parties. For example, sharing Symbotic's pricing or customer information with competitors may be considered a violation of United States and European antitrust laws. In general, it is against the law to collude with a competitor to set pricing in the marketplace or to divide customers or territories, and even a casual conversation with a competitor in which these kinds of information are shared could be construed as participating in illegal anti-competitive activities.

b. *Third Parties' Proprietary Information.* Symbotic often receives Proprietary Information belonging to its customers, business partners and other third parties. You may never disclose a third party's Proprietary Information to another party without the consent of the owner of the Proprietary Information. Third party Proprietary Information should be maintained in a secure location, segregated from Symbotic's information whenever possible to avoid inadvertent disclosure, and kept only as long as necessary to fulfill Symbotic's obligations and comply with applicable laws. As soon as Symbotic is no longer required to keep a third party's Proprietary Information, the Proprietary Information should be returned to the third party or destroyed in accordance with Symbotic's non-disclosure agreement with the third party.

c. Access to Resources.

(1) Access Control. Symbotic's HR and IT departments determine who is

(1) Access Control. Symbotic's IT and IT departments determine who is granted access to the Resources and how and when that access is terminated, including ensuring that each User's access is terminated immediately after the User's relationship with Symbotic ends.

(2) Access within the Firewall. You may use and access Symbotic's network from within Symbotic's firewall so long as the system accessing the network is a Symbotic-owned system, or a special exception is granted to use a personal device; the system has current and functional anti-virus software and follows the IT department's policies for securing personal computer resources; the system is patched in accordance with the IT department's policies; and the system has not had its Symbotic-installed system fundamentally altered such that it poses a risk to any other computer system. The IT department has the authority to determine, in its sole discretion, compliance with these requirements, may require that all files and folders on the system accessing the Symbotic network be scanned, and may deny access or remove any computer from the network. At no time is a non-Symbotic computer permitted onto Symbotic's core network without express permission from the IT department. Plugging in an external router or switch to the Symbotic network can bring down Symbotic's network, and is not allowed without the approval of IT.

(3) VPN Access. When accessing Resources from outside Symbotic's firewall, you must use a method approved by the IT department, such as a virtual private network ("VPN") with a VPN client approved by the IT department. Machines accessing Symbotic's network, whether or not owned by Symbotic, are de facto extensions of the Symbotic network and thus are subject to this Policy and the IT department's policies for securing computer resources. Dual (split) tunneling is not permitted; only one network connection is allowed via VPN. Only the IT department has authority to provide VPN or other outside-the-firewall access; no other department may implement remote access services.

(4) Wireless Access. All wireless access points and base stations connected to Symbotic's network must be registered with and approved by the IT department. All local

area network (LAN) wireless access must use vendor products and security configurations approved by the IT department, including but not limited to a VPN configured to drop all unauthenticated and unencrypted traffic. The SSID must be configured in a manner that is consistent with the IT department's naming conventions, and all SSID names must be approved by the IT department.

(5) Use of IP Addresses. If you require an IP address range to support a Symbotic's system, you will need to work with IT to define the appropriate IP address range before using an available IP address range.

d. Passwords. You are encouraged to change your passwords to access Resources at least once every 90 days and to choose passwords that meet the standards of complexity suggested by the IT department. You must change default passwords in new applications and hardware (e.g., laptop, smartphones, and tablet devices) upon their installation for use in or with the Resources. You are responsible for safeguarding your passwords for access to the Resources and should avoid printing them, writing them down, storing them on-line, or giving them to others. You are responsible for all transactions made using your passwords. You may not access any Resources using another User's password or account.

IT's current standards of complexity for network passwords are as follows:

- Passwords should contain at least eight characters.
- A password should not be reused until there have been at least twenty-four password change cycles.
- Passwords must be alphanumeric and should contain at least three out of the following four character types:
 - Upper case alphabetical character
 - Lower case alphabetical character
 - Numeric character
 - Symbol or punctuation (for example, @, #, *, etc.)

Additionally, an account will be locked after 5 failed login attempts. Once an account is locked, it can not be reactivated for 15 minutes. This lockout duration is set up to buffer an account from being accessed through a brute force password hacking method.

e. Anti-Virus Protection. Anti-virus software is installed on all Symbotic employee workstations running Microsoft or Mac operating systems. You are prohibited from turning off or disabling any Symbotic-installed anti-virus software without express permission from the IT department. Guests, contractors and remote Users connecting to Symbotic's network, via a VPN or otherwise, are required to run updated anti-virus software on their systems, and the IT department reserves the right to review such systems to ensure compliance with this requirement.

f. Unattended System Control. All systems with a local copy of email, or Proprietary Information or customer data will need to be secured through a password secured automatic lock-out feature when the system is not in use.

g. Mobile Devices that Access Symbotic Email. All mobile devices that access or download from Symbotic's email servers must be password protected. Each device will need

download from Symbotic's email servers must be password protected. Each device will need to be protected with a passcode at least 4 characters long, Auto-Lock turned on, and Data Wipe after failed login attempts also turned on. Any mobile device that accesses Symbotic's email system will be wiped if it is reported to be lost, or if employment for an individual ends without the device being disconnected from Symbotic's email network.

h. Building Security. Symbotic's Facilities, HR and IT departments are responsible for issuing keys and access cards to Users for Symbotic's offices and for collecting them when a User's relationship with Symbotic terminates. Your key and access card are for your use only; do not give or lend them to anyone. Do not allow unauthorized people to enter or move around Symbotic's offices unattended; all guests and visitors must be signed in according to each individual office location's policies and procedures. Report all lost card keys so that we can disable the missing key and issue you a new key card.

VIII. COMPLIANCE WITH LAWS AND LICENSES

a. Compliance with Laws and Licenses – In General. In your use of the Resources, you must comply with all software licenses and all state, federal and international laws, including but not limited to export laws and restrictions. You also must comply with all other Symbotic policies and procedures in your use of the Resources, in addition to this Policy.

b. Unlicensed Use. You must comply with all licenses associated with all software and other applications that you use on the Resources. Unless you have express permission from the IT department, you are prohibited from sharing user names, passwords and other log-in information or copies of third party software with other Users or third parties. If you have an evaluation copy of an application, then you may use the application only for limited evaluation purposes, as permitted by the evaluation license, and must delete the application from the Resources when the evaluation period has ended. If there is any doubt about whether you are authorized to install, log into or use an application on the Resources, check with the IT department. Both hardware and software related purchases, especially software purchases and renewals, need to be reviewed and approved by the IT department before the transaction is finalized. Any contract or expenditure that is not vetted through this process may result in either the vendor not being paid, or you not being reimbursed.

c. Illegal Use of Copyrighted Material. You are prohibited from using, installing, downloading, copying or distributing on or from the Resources any copyrighted, trademarked or patented material of third parties except as permitted by legal principles of "fair use" or as authorized by a contract or license that an authorized manager has approved and executed. This includes but is not limited to "pirated" or other software products for which Symbotic or you do not have an active license, digitization and distribution of photographs from magazines, books, or other copyrighted sources, and copyrighted music, such as MP3 music files. If you have any questions about what copying is permitted, immediately contact the IT or Legal departments.

IX. PROTECTION OF PERSONAL INFORMATION. Under Massachusetts law, "personal information" is a person's last name and either first initial or first name, coupled with any of the following: (1) Social Security Number, (2) driver's license number, (3) credit card number, or (4) account or debit card number with the password or code permitting access.

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You may not save any personal information to your laptop or desktop computer or to any CD, memory stick, portable or removable hard disk or other removable data storage medium unless the personal information is encrypted. In addition, if you become aware of any actual or potential unauthorized access or security breach involving personal information – for example, if you were registering for an Symbotic event with a credit card and noticed that you could view other registrants' credit card information in addition to your own, or if you were to find a list of Symbotic employees and their Social Security Numbers lying unshredded in a trash bin – then notify the Legal and IT departments immediately. Symbotic is required by law to notify individuals of any unauthorized access or security breach involving the individuals' personal information.

X. AMENDMENT OF THIS POLICY. Symbotic may modify or terminate this Policy at any

- A. **AMENDMENT OF THIS POLICY.** Symbotic may modify or terminate this Policy at any time. Modifications to this Policy become effective when the revised Policy is communicated to everyone.

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EXHIBIT D:



3rd Party Symbotic Network Access Request and Usage Agreement

Protecting Symbotic information and Symbotic Information Systems

Every vendor, consultant, or partner with access to the Symbotic network plays a critical role in protecting Symbotic information assets just as our employees do. Any 3rd party requesting access to the Symbotic network or information resources must read and sign this acknowledgment form before accessing Symbotic data or other information, systems, and/or networks.

Information Security Policies

Information Security Policies

Any applicable information security policies, procedures, and standards will be provided with this form. If explicit guidance is not provided and there is any uncertainty regarding what activities are allowed or not allowed on the Symbotic network or information resources, please consult with the Information Security team to confirm whether the activities are permissible.

Vendor/Consultant Responsibility

All vendors/consultants who work for Symbotic are responsible for protecting our Company's information to ensure its availability, integrity, and confidentiality. Information can take many forms, and includes information that is stored or transmitted electronically, on paper, or even orally.

To this end, all contractors, vendors, and contractual business partners must always be aware of their responsibilities for protecting company information and adhere to the Symbotic Information Security Policies, Standards and Procedures as they relate to the following:

Access Requests

All access to Symbotic networks, systems, or applications must be requested and authorized through the Symbotic Service Desk ticketing system (JIRA) and include the approval of the Symbotic employee sponsoring your network access.

Logon ID and Passwords

Logon IDs are necessary to control individual access to information on a computer. Passwords verify that the individual accessing the computer is, in fact, who they claim to be.

- You are responsible for any access made using your logon ID and password.
 - You must not share your login account, each vendor that needs access will be given a unique login.
-

- Keep your password confidential and do not share it.
- Do not use auto logons or similar procedures that contain your password.
- Make your password 8 characters and change your password when prompted or every 90 days.
- If your password has been compromised, change it immediately and notify the Symbotic security team.

General Security Requirements

In the event you are permitted onsite or remote access to any internal Symbotic systems you agree to:

- Only Connect to Symbotic systems in the manner and through the means authorized by Symbotic
- Not connect to, access, or use any Symbotic systems without prior authorization
- Not attempt to gain unauthorized access to any systems, infrastructure, or another user's account.
- Restrict duration of access to only such period as when access is required.
- Lock workstations when leaving them unattended.

Security Incident Reporting Requirements

A Security Incident is any activity that harms or represents a potential or actual threat to a Symbotic System, facility, or data. Security Incidents typically meet one or more of the following criteria:

- The successful unauthorized access, use, disclosure, modification, or destruction of Symbotic data or systems
- The successful malicious interference of system operations in any information system processing information on behalf of Symbotic
- The loss of data through theft, device misplacement, or misplacement of hardcopy documents
- Any unauthorized access to a Symbotic facility

If you feel you have observed a Security Incident, you must report it to the Symbotic employee sponsoring your network access, who will report it to the Information Security team.

Symbotic Information Security Policies, Standards, and Procedures

Please read the attached Policies, Standards, and Procedures which may be applicable to your access.

- Symbotic Information Resources Acceptable Use and Security Policy

Technical Security Requirements

The following security requirements must be met:

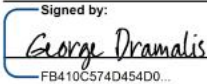
- Vendor/Consultant PC's must only be connected to the Symbotic network via an authorized connection (Cisco AnyConnect with Multifactor Authentication)
- Vendor/Consultant PC's must have up to date anti-virus software installed.

- Vendor/Consultant PC's must have up to date anti-virus signatures.
- Vendor/Consultant PC's must have up to date operating system patches.

- Vendor/Consultant PC's must have up to date operating system patches.
- Vendor/Consultant PC's must have their network access restricted to only that which is necessary using the appropriate firewall rules

I certify that I have read and agree to the terms in this document and the Symbotic Information Security Policies, Standards, and Procedures. I fully understand and agree to comply with all requirements and obligations *:

Consultant Name (print): George Dramalis

Consultant (Signature): 
Signed by: _____
FB410C574D454D0...

Consultant Address: _____

Consultant Address: _____

Consultant Phone: _____

Consultant Email Address: _____

* Note: E-mail confirmation is acceptable. This agreement does not affect, modify, amend, or supersede existing agreements. It should be read consistent with, not replacing any other agreements your or your company have in place with Symbotic.

SYMBOTIC INC.
2022 OMNIBUS INCENTIVE COMPENSATION PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this “**Award Agreement**”), evidences an award of restricted stock units (the “**RSUs**”) by and between Symbotic Inc., a Delaware corporation (the “**Company**”) under the Symbotic Inc. 2022 Omnibus Incentive Compensation Plan (the “**Plan**”). Capitalized terms not defined in this Award Agreement have the meanings given to them in the Plan.

Name of Participant: [] (the “**Participant**”).

Grant Date: [] (the “**Grant Date**”).

Number of RSUs: []

Vesting Date(s): The RSUs granted will vest on the vesting dates specified in the online records relating to this Award Agreement available on E*TRADE or any successor system maintained by the Company for specific vesting dates (each date upon which the RSUs vest, a “**Vesting Date**”). Any fractional RSUs that would vest on any Vesting Date will be rounded down to the next whole number of RSUs and all unvested RSUs as of the final Vesting Date will be eligible to vest on such Vesting Date.

The RSUs will vest only if the Participant is, and has been, continuously employed by the Company from the Grant Date through the applicable Vesting Date, and any unvested RSUs will be forfeited upon any termination of Employment for any reason.

Notwithstanding the foregoing:

- A. **Termination in Connection with a Change of Control:** Upon a termination of Employment without Cause or for Good Reason on or within one year following a Change of Control, the RSUs will vest in full.
- B. **Termination Due to Death[,][or] Disability[or Retirement]:** Upon a termination of Employment due to death[,][or] Disability[or Retirement], any RSUs with a Vesting Date that is within one year after the date of termination will vest.
- C. For purposes of this Award Agreement,

an employment agreement between the Participant and the Company, a Participant's inability to perform the duties of his or her employment on a full-time basis for six (6) consecutive months, as determined by the Committee; provided that, to the extent necessary to comply with Section 409A, "Disability shall mean "disability" as defined in Section 409A(a)(2)(C).

- b. **"Good Reason"** shall mean the occurrence of any of the following in the absence of the Participant's written consent: (i) any material and adverse change in the Participant's position or authority with the Company as in effect immediately before a Change of Control; (ii) the transfer of the Participant's primary work site to a new primary work site that is more than 50 miles from the Participant's primary work site in effect immediately before a Change of Control; or (iii) a diminution of the Participant's base salary in effect immediately before a Change of Control by more than 10%, unless such diminution applies to all similarly situated employees. If the Participant does not deliver to the Company a written notice of termination within 30 days after the Participant has knowledge that an event constituting Good Reason has occurred, the event will no longer constitute Good Reason. In addition, the Participant must give the Company 30 days to cure the event constituting Good Reason.
- c. [**"Retirement"** shall mean the Participant's voluntary resignation on or after the date on which the Participant's age plus total years of continuous service to the Company and its affiliates and/or subsidiaries equals at least 68 and the Participant has been a director, employee or consultant of the Company and/or a subsidiary of the Company (and not merely of an affiliate that is not a subsidiary) for at least five continuous years; provided that such Retirement constitutes a "separation from service" as defined in the regulations under Section 409A to the extent necessary to comply with Section 409A.]

Delivery Date:

Unless otherwise determined by the Committee, the Company will issue to the Participant one Share for each vested RSU (each date on which the Shares are so issued, a **"Delivery Date"**) within thirty

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days following the Vesting Date. In the discretion of the Committee, in lieu of all or any portion of the Shares otherwise deliverable in respect of the vested RSUs, the Company may deliver cash equal in value to a Share or a combination thereof, as determined by the Committee.

Dividend Equivalent

Rights:

On the Delivery Date, the Company will pay to the Participant a cash amount equal to the cash dividends or other distributions

(other than any dividends or distributions for which the RSUs were adjusted pursuant to Section 1.6.3 of the Plan), if any, that would have been paid on the Shares underlying the RSUs that vest on the applicable Vesting Date if such Shares had been outstanding as of the Grant Date.

Voting Rights:

The Participant will have no voting rights with respect to any of the Shares underlying any RSUs until such Shares are issued and delivered to the Participant and the Participant's name is entered as a stockholder of record on the books of the Company.

Section 409A:

Payments under this Award Agreement are intended to be exempt from or comply with Section 409A to the extent applicable, and this Award Agreement shall be administered accordingly. Notwithstanding anything to the contrary contained in this Award Agreement or any other agreement that the Participant has entered into with the Company, to the extent that any payment under this Award Agreement is determined by the Company to constitute "non-qualified deferred compensation" subject to Section 409A and is payable to the Participant by reason of termination of the Participant's Employment, then (a) such payment shall be made to the Participant only upon a "separation from service" as defined for purposes of Section 409A under applicable regulations and (b) if the Participant is a "specified employee" (within the meaning of Section 409A and as determined by the Company), such payment shall not be made before the date that is six months after the date of the Participant's separation from service (or the Participant's earlier death). Each payment under this Award Agreement shall be treated as a separate payment for purposes of Section 409A.

**Tax
Withholding:**

The Participant is advised to review with his/her own tax advisors any tax consequences of the RSUs. The Participant hereby represents to the Company that he/she is relying solely on such advisors and not on any statements or representations of the Company, its affiliates or any of their respective agents. At the time the RSUs are granted, vest or settle, in whole or in part, and at

any other time as determined by the Company, the Participant hereby agrees that the amounts required to satisfy the tax withholding obligations of the Company or its affiliates, if any, in connection with the RSUs will be satisfied by, as determined by the Committee in its sole discretion: (i) by means of the sale of a number of Shares (with an aggregate value equal to such withholding obligations (rounded up to the nearest whole number of Shares)) at the then-market price that otherwise would be delivered to the Participant in connection with the settlement of the RSUs ("**Sell To Cover**"), which in the absence of an alternative determination by the Committee shall be the default approach for satisfying such tax withholding obligations, (ii) by the withholding by the Company of a number of Shares (with an aggregate value equal to such withholding obligations (rounded up to the nearest whole number of Shares)) that otherwise would be delivered to the Participant in connection with the settlement of the RSUs or (iii) by any other method to satisfy any tax withholding obligations as determined or permitted by the Committee in its sole discretion

subject to such procedures or rules as implemented by the Company from time to time. The Participant agrees to execute any letter of instruction or other agreement required by the Company's transfer agent or other party involved in such sale to cause such party or parties to irrevocably commit to forward the proceeds necessary to satisfy the tax withholding obligations directly to the Company or its affiliates. It is the Participant's intent that the Sell To Cover comply with the requirements of Rule 10b5-1(c)(1) under the Exchange Act and be interpreted to comply with the requirements of Rule 10b5-1(c) under the Exchange Act. The Participant hereby certifies that the Participant is entering into this Award Agreement in good faith and not as part of any scheme to evade the prohibitions of Rule 10b of the Exchange Act. As of the date of this Award Agreement, the Participant is not aware of any material nonpublic information regarding the Company. The Participant has acted and agrees to act in good faith with respect to the requirements of Rule 10b5-1(c) of the Exchange Act.

In the event the withholding obligations are satisfied by Sell to Cover, neither the Company nor the Participant will partake in a sale of the number of Shares equal to such withholding obligations until: (a) if the Participant is not an officer of the Company (as defined in Exchange Act Rule 16a-1(f), as amended) or a member of the Company's board of directors, thirty (30) days after the date of this Award Agreement; or (b) if the Participant is an officer of the Company (as defined in Exchange Act Rule 16a-1(f), as amended) or a member of the Company's board of directors, the

later of (i) ninety (90) days after the date of this Award Agreement and (ii) the earlier of (x) two (2) business days after the release of financial results on Form 10-Q or Form 10-K for the fiscal quarter in which this Award Agreement was adopted or (y) one-hundred twenty (120) days after the date of this Award Agreement.

The Participant acknowledges and agrees, that regardless of any action taken by the Company or its affiliates, the ultimate responsibility for all tax consequences is and remains the Participant's responsibility. The Company assumes no responsibility for any individual income taxes, penalties or interest related to grant, vesting or settlement of any RSU.

Transfer Restrictions: The Participant may not sell, exchange, transfer, assign, pledge, hedge, hypothecate or otherwise encumber the RSUs or the Shares underlying the RSUs, other than to the extent provided in Section 3.4 of the Plan.

Repayment: The RSUs (or a portion thereof) will be subject to repayment immediately upon demand therefor, in accordance with Section 2.9 of the Plan, if any terms and conditions of the Plan and the Award Agreement are not materially satisfied. Any decision regarding repayment of RSUs under this paragraph will be made by the Committee in its sole discretion.

In addition to the foregoing, the RSUs will be subject to any clawback or recapture policy that the Company may adopt from time to time to the extent provided in such policy.

Conditions to Award: This award of RSUs is conditioned upon (i) the Participant activating the Participant's account on the online portal established by the Company's equity plan administrator and (ii) the Participant accepting the RSUs through such online portal, in each case within ninety (90) days following the Grant Date (the "Acceptance Period"). In the event the Participant fails to activate his or her account or accept the RSUs through the online portal within the Acceptance Period, then the RSUs subject to this Award Agreement will terminate automatically unless the Company's Chief Human Resources Officer, General Counsel or their designee has provided written consent to such delay.

Amendment: The Committee reserves the right at any time to amend the terms and conditions set forth in this Award Agreement, except that the Committee may not make any amendment in a manner unfavorable to the Participant (other than if immaterial), without the Participant's consent except as provided in the Plan. Any amendment of this Award Agreement shall be in writing and

persons designated by the Committee.

Governing Law:

This Award Agreement shall be deemed to be made under, and in all respects be interpreted, construed and governed by and in accordance with, the laws of the State of Delaware without regard to conflict of law principles.

The Plan is incorporated herein by reference. Except as otherwise set forth in the Award Agreement, the Award Agreement and the Plan constitute the entire agreement and understanding of the parties with respect to the RSUs. In the event that any provision of the Award Agreement is inconsistent with the Plan, the terms of the Award Agreement will control. By accepting this Award Agreement, the Participant agrees to be subject to the terms and conditions of the Plan.

Participant acknowledges receipt of, and understands and agrees to, this Award Agreement, the Plan, the related Plan prospectus and the Company's Insider Trading Policy. This Award Agreement may be executed in counterparts, which together will constitute one and the same original, and such execution may be evidenced by electronic means (including online acceptance) pursuant to any procedures established by the Company for electronic acceptance.

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IN WITNESS WHEREOF, by signature or online acceptance, the parties have caused this Award Agreement to be duly executed and effective as of the Grant Date.

SYMBOTIC INC.

By: _____

Name:

Title:

Participant:
(by online acceptance)

**SYMBOTIC INC.
2022 OMNIBUS INCENTIVE COMPENSATION PLAN**

PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT (this “**Award Agreement**”), evidences an award of performance-based restricted stock units (the “**PSUs**”) by and between Symbotic Inc., a Delaware corporation (the “**Company**”) under the Symbotic Inc. 2022 Omnibus Incentive Compensation Plan (the “**Plan**”). Capitalized terms not defined in this Award Agreement have the meanings given to them in the Plan.

Name of Participant: [] (the “**Participant**”)

Grant Date: [] (the “**Grant Date**”)

Number of PSUs: [] (the “**Target Number of PSUs**”)

The number of PSUs that are earned and are eligible to vest will range from 0% to [150]% of the Target Number of PSUs as determined based on achievement of the Performance Targets for the Performance Metrics set forth in Schedule A.

Performance Period: _____, 20__ (beginning of FY__) to _____, 20__ (end of FY 20__).

Performance Metrics: As set forth in Schedule A.

In accordance with Section 3.5.1 of the Plan, as of the date of a Change of Control, the PSUs shall be deemed earned at the greater of the target level and the actual performance level at the date of the Change of Control with respect to all open performance periods and will cease to be subject to any further performance conditions.

Vesting Date: The PSUs shall vest on the date on which the Committee determines the number of earned PSUs following the end of the Performance Period (the “**Vesting Date**”).

The PSUs will vest only if the Participant is, and has been, continuously employed by the Company from the Grant Date through the Vesting Date, and any unvested PSUs will be forfeited upon any termination of Employment for any reason.

Notwithstanding the foregoing:

A. Termination in Connection with a Change of Control: Upon

a termination of Employment without Cause or for Good Reason on or within one year following a Change of Control, the PSUs will vest in full.

- B. **Termination Due to Death[,][or] Disability[or Retirement]**: Upon a termination of Employment due to death[,][or] Disability[or Retirement], a prorated portion of the PSUs will remain eligible to vest on the Vesting Date to the extent that the Performance Targets for the Performance Metrics are achieved at the end of the Performance Period, with the proration calculated based on the number of days from and including _____, 20__ through the Participant's date of termination, divided by the number of days from and including _____, 20__ through the end of the Performance Period.

- C. For purposes of this Award Agreement,

- a. **"Disability"** shall mean, unless otherwise defined in an employment agreement between the Participant and the Company, a Participant's inability to perform the duties of his or her employment on a full-time basis for six (6) consecutive months, as determined by the Committee; provided that, to the extent necessary to comply with Section 409A, "Disability shall mean "disability" as defined in Section 409A(a)(2)(C).
- b. **"Good Reason"** shall mean the occurrence of any of the following in the absence of the Participant's written consent: (i) any material and adverse change in the Participant's position or authority with the Company as in effect immediately before a Change of Control; (ii) the transfer of the Participant's primary work site to a new primary work site that is more than 50 miles from the Participant's primary work site in effect immediately before a Change of Control; or (iii) a diminution of the Participant's base salary in effect immediately before a Change of Control by more than 10%, unless such diminution applies to all similarly situated employees. If the Participant does not deliver to the Company a written notice of termination within 30 days after the Participant has knowledge that an event constituting Good Reason has occurred, the event will no longer constitute Good Reason. In

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addition, the Participant must give the Company 30 days to cure the event constituting Good Reason.

- c. **"Retirement"** shall mean the Participant's voluntary resignation on or after the date on which the Participant's age plus total years of continuous service to the Company and its affiliates and/or subsidiaries equals at least 68 and the Participant has been a director, employee or consultant of the Company and/or a subsidiary of the Company (and

Company and not merely of an affiliate that is not a subsidiary) for at least five continuous years; provided that such Retirement constitutes a "separation from service" as defined in the regulations under Section 409A to the extent necessary to comply with Section 409A.]

Delivery Date: Within 60 days after the Vesting Date, the Company will issue to the Participant one Share for each vested PSU (each date on which the Shares are so issued, a "**Delivery Date**"). In the discretion of the Committee, in lieu of all or any portion of the Shares otherwise deliverable in respect of the vested PSUs, the Company may deliver cash equal in value to a Share or a combination thereof, as determined by the Committee.

Dividend Equivalent Rights: On the Delivery Date, the Company will pay to the Participant a cash amount equal to the cash dividends or other distributions (other than any dividends or distributions for which the PSUs were adjusted pursuant to Section 1.6.3 of the Plan), if any, that would have been paid on the Shares underlying the PSUs that vest on the Vesting Date if such Shares had been outstanding as of the Grant Date.

Voting Rights: The Participant will have no voting rights with respect to any of the Shares underlying any PSUs until such Shares are issued and delivered to the Participant and the Participant's name is entered as a stockholder of record on the books of the Company.

Section 409A: Payments under this Award Agreement are intended to be exempt from or comply with Section 409A to the extent applicable, and this Award Agreement shall be administered accordingly. Notwithstanding anything to the contrary contained in this Award Agreement or any other agreement that the Participant has entered into with the Company, to the extent that any payment under this Award Agreement is determined by the Company to constitute "non-qualified deferred compensation" subject to Section 409A and is payable to the Participant by reason of termination of the

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Participant's Employment, then (a) such payment shall be made to the Participant only upon a "separation from service" as defined for purposes of Section 409A under applicable regulations and (b) if the Participant is a "specified employee" (within the meaning of Section 409A and as determined by the Company), such payment shall not be made before the date that is six months after the date of the Participant's separation from service (or the Participant's earlier death). Each payment under this Award Agreement shall be treated as a separate payment for purposes of Section 409A.

**Tax
Withholding:**

The Participant is advised to review with his/her own tax advisors any tax consequences of the PSUs. The Participant hereby represents to the Company that he/she is relying solely on such advisors and not on any statements or representations of the Company, its affiliates or any of their respective agents. At the time the PSUs vest and settle, in whole or in part, and at any time thereafter as requested by the Company, the Participant hereby

hereafter as requested by the Company, the Participant hereby agrees that the amounts required to satisfy the tax withholding obligations of the Company or its affiliates, if any, in connection with the vesting and settlement of the PSUs will be satisfied by, as determined by the Committee in its sole discretion: (i) by means of the sale of a number of Shares (with an aggregate value equal to such withholding obligations (rounded up to the nearest whole number of Shares)) at the then-market price that otherwise would be delivered to the Participant in connection with the settlement of the PSUs ("**Sell To Cover**"), which in the absence of an alternative determination by the Committee shall be the default approach for satisfying such tax withholding obligations, (ii) by the withholding by the Company of a number of Shares (with an aggregate value equal to such withholding obligations (rounded up to the nearest whole number of Shares)) that otherwise would be delivered to the Participant in connection with the settlement of the PSUs or (iii) by any other method to satisfy any tax withholding obligations as determined or permitted by the Committee in its sole discretion subject to such procedures or rules as implemented by the Company from time to time. The Participant agrees to execute any letter of instruction or other agreement required by the Company's transfer agent or other party involved in such sale to cause such party or parties to irrevocably commit to forward the proceeds necessary to satisfy the tax withholding obligations directly to the Company or its affiliates. It is the Participant's intent that the Sell To Cover comply with the requirements of Rule 10b5-1(c)(1) under the Exchange Act and be interpreted to comply with the requirements of Rule 10b5-1(c) under the Exchange Act. The Participant hereby certifies that the Participant is

entering into this Award Agreement in good faith and not as part of any scheme to evade the prohibitions of Rule 10b of the Exchange Act. As of the date of this Award Agreement, the Participant is not aware of any material nonpublic information regarding the Company. The Participant has acted and agrees to act in good faith with respect to the requirements of Rule 10b5-1(c) of the Exchange Act.

In the event the withholding obligations are satisfied by Sell to Cover, neither the Company nor the Participant will partake in a sale of the number of Shares equal to such withholding obligations until: (a) if the Participant is not an officer of the Company (as defined in Exchange Act Rule 16a-1(f), as amended) or a member of the Company's board of directors, thirty (30) days after the date of this Award Agreement; or (b) if the Participant is an officer of the Company (as defined in Exchange Act Rule 16a-1(f), as amended) or a member of the Company's board of directors, the later of (i) ninety (90) days after the date of this Award Agreement and (ii) the earlier of (x) two (2) business days after the release of financial results on Form 10-Q or Form 10-K for the fiscal quarter in which this Award Agreement was adopted or (y) one-hundred twenty (120) days after the date of this Award Agreement.

The Participant acknowledges and agrees, that regardless of any action taken by the Company or its affiliates, the ultimate responsibility for all tax consequences is and remains the Participant's responsibility. The Company assumes no responsibility for any individual income taxes, penalties or interest related to grant, vesting or settlement of any PSU.

Transfer Restrictions:

The Participant may not sell, exchange, transfer, assign, pledge, hedge, hypothecate or otherwise encumber the PSUs or the Shares underlying the PSUs, other than to the extent provided in Section 3.4 of the Plan.

Repayment:

The PSUs (or a portion thereof) will be subject to repayment immediately upon demand therefor, in accordance with Section 2.9 of the Plan, if any terms and conditions of the Plan and the Award Agreement are not materially satisfied. Any decision regarding repayment of PSUs under this paragraph will be made by the Committee in its sole discretion.

In addition to the foregoing, the PSUs will be subject to any clawback or recapture policy that the Company may adopt from time to time to the extent provided in such policy.

Conditions to Award:

This award of PSUs is conditioned upon (i) the Participant
~~estimating the Participant's account on the online portal established~~

activating the Participant's account on the online portal established by the Company's equity plan administrator and (ii) the Participant accepting the PSUs through such online portal, in each case within ninety (90) days following the Grant Date (the "**Acceptance Period**"). In the event the Participant fails to activate his or her account or accept the PSUs through the online portal within the Acceptance Period, then the PSUs subject to this Award Agreement will terminate automatically unless the Company's Chief Human Resources Officer, General Counsel or their designee has provided written consent to such delay.

Amendment:

The Committee reserves the right at any time to amend the terms and conditions set forth in this Award Agreement, except that the Committee may not make any amendment in a manner unfavorable to the Participant (other than if immaterial), without the Participant's consent except as provided in the Plan. Any amendment of this Award Agreement shall be in writing and signed by an authorized member of the Committee or a person or persons designated by the Committee.

Governing Law:

This Award Agreement shall be deemed to be made under, and in all respects be interpreted, construed and governed by and in accordance with, the laws of the State of Delaware without regard to conflict of law principles.

The Plan is incorporated herein by reference. Except as otherwise set forth in the Award Agreement, the Award Agreement and the Plan constitute the entire agreement and understanding of the parties with respect to the PSUs. In the event that any provision of the Award Agreement is inconsistent with the Plan, the terms of the Award Agreement will control. By accepting this Award Agreement, the Participant agrees to be subject to the terms and conditions of the Plan.

Participant acknowledges receipt of, and understands and agrees to, this Award Agreement, the Plan, the related Plan prospectus and the Company's Insider Trading Policy. This Award Agreement may be executed in counterparts, which together will constitute one and the same original, and such execution may be evidenced by electronic means (including online acceptance) pursuant to any procedures established by the Company for electronic acceptance.

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IN WITNESS WHEREOF, by signature or online acceptance, the parties have caused this Award Agreement to be duly executed and effective as of the Grant Date.

SYMBOTIC INC.

By:
Name:
Title:

Participant:
(by online acceptance)

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SCHEDULE A: PERFORMANCE METRICS

SCHEDULE B: PERFORMANCE TARGETS

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

I, Richard B. Cohen, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the fiscal quarter ended December 28, 2024 of Symbotic 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: February 5, 2025

By: /s/ Richard B. Cohen

Richard B. Cohen

Chairman and Chief Executive Officer

(Principal Executive Officer)

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

I, Carol Hibbard, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the fiscal quarter ended December 28, 2024 of Symbotic 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: February 5, 2025

By: /s/ Carol Hibbard
Carol Hibbard
Chief Financial Officer and Treasurer
(Principal Financial Officer)

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

In connection with the Quarterly Report on Form 10-Q of Symbotic Inc. (the "Company") for the fiscal quarter ended December 28, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Richard B. Cohen, Chairman and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

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

Date: February 5, 2025

By: /s/ Richard B. Cohen

Richard B. Cohen
Chairman and Chief Executive Officer
(Principal Executive Officer)

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.

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

In connection with the Quarterly Report on Form 10-Q of Symbotic Inc. (the "Company") for the fiscal quarter ended December 28, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Carol Hibbard, Chief Financial Officer and Treasurer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

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

Date: February 5, 2025

By: /s/ Carol Hibbard

Carol Hibbard

Chief Financial Officer and Treasurer

(Principal Financial Officer)

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.