

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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **October 25, 2024**

Peloton Interactive, Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-39058
(Commission File Number)

47-3533761
(IRS Employer
Identification No.)

**441 Ninth Avenue, Sixth Floor
New York, New York**

(Address of Principal Executive Offices)

10001

(Zip Code)

Registrant's Telephone Number, Including Area Code: (929) 567-0006

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Class A Common Stock, \$0.000025 par value per share	PTON	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

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

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

CEO Appointment and Board Change

On October 31, 2024, the Company announced that Peter Stern has been appointed as Chief Executive Officer (“CEO”) and President of the Company, effective as of January 1, 2025. The Company expects to appoint Mr. Stern to the board of directors of the Company.

Mr. Stern has served as President of Ford Integrated Services at the Ford Motor Company (“Ford”) since August 2023. At Ford, Mr. Stern has been responsible for a portfolio of subscription services that includes BlueCruise, Pro Intelligence, connectivity and security, and leads the company’s digital product team. From September 2016 until January 2023, Mr. Stern served as Vice President of Services at Apple Inc. (“Apple”), where he managed the businesses of Apple TV+ and Sports, iCloud, Apple News, Apple Books, Apple Arcade, Apple Fitness+ and Apple One. Additionally, Mr. Stern led marketing for all Apple services, including the App Store, Apple Card, Apple Pay, Apple Music, Apple Podcasts and Apple Maps. He also oversaw Apple’s advertising businesses during a period of rapid growth. Before joining Apple in 2016, Mr. Stern was Executive Vice President and Chief Product, People and Strategy Officer at Time Warner Cable. Prior to that, he was an Associate Principal at McKinsey & Co.

The Company and Mr. Stern have entered into an employment offer letter, dated October 28, 2024, in connection with Mr. Stern’s appointment as CEO and President (the “Offer Letter”). Pursuant to the Offer Letter, Mr. Stern is eligible for the following compensation: (i) an annual base salary of \$1,250,000, (ii) an annual cash bonus equal to 100% of his annual base salary, (iii) a discretionary signing bonus of \$1,000,000, and (iv) equity awards valued at \$20,000,000 in the aggregate on the date of grant, subject to approval by the board of directors of the Company, to be allocated as follows: (a) stock options to purchase shares of the Company’s Class A common stock valued at \$5,000,000; (b) time-based restricted stock units valued at \$10,000,000; and (iii) performance-based restricted stock units valued at \$5,000,000. The Offer Letter provides Mr. Stern with certain relocation, security and other employee benefits. Under the Offer Letter, Mr. Stern also is eligible to participate in the Company’s Severance and Change in Control Plan (the “Severance Plan”) as a tier 1 participant, provided that, among other items, (i) his cash severance will be based on two times his base salary and target annual bonus instead of the standard amounts, and (ii) he will be credited with an additional 24 months, rather than 12 months, of equity vesting service. The Severance Plan was filed as Exhibit 10.9 to the Company’s Annual Report on Form 10-K, as filed with the Securities and Exchange Commission on September 11, 2020, and is incorporated by reference herein.

The foregoing description of the Offer Letter does not purport to be complete and is qualified in its entirety by reference to the full text of the Offer Letter, a copy of which is attached as Exhibit 10.1 hereto and is incorporated herein by reference.

Mr. Stern does not have a family relationship with any director or executive officer of the Company (or any person nominated or chosen by the Company to become a director or executive officer of the Company) or a direct or indirect material interest in any existing or currently proposed transaction that would require disclosure under Item 404(a) of Regulation S-K.

Interim Co-CEO Transition

Effective November 1, 2024, Karen Boone will serve as the sole Interim CEO and Interim President through December 31, 2024. Chris Bruzzo will step down as Interim co-CEO and Interim co-President on November 1, 2024. Both Mr. Bruzzo and Ms. Boone will continue to serve as directors.

In connection with Ms. Boone’s service as the sole Interim CEO and Interim President, she will receive (i) a monthly base salary of \$200,000 and (ii) an award of restricted stock units with a value equal to \$450,000, which will vest in equal installments on November 30, 2024 and December 31, 2024.

The foregoing description of the amendment to Ms. Boone’s employment letter does not purport to be complete and is qualified in its entirety by reference to the full text of the Boone Amendment, a copy of which is attached as Exhibit 10.2 hereto and is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On October 31, 2024, the Company issued a press release announcing leadership changes described in this Current Report on Form 8-K. A copy of the press release is attached as Exhibit 99.1 and incorporated herein by reference.

The information contained or incorporated in this Item 7.01, including Exhibit 99.1, is being furnished, and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Offer Letter, by and between Peter Stern and Peloton Interactive, Inc., dated October 28, 2024.
10.2	Amendment No. 1 to the May 2, 2024 Offer Letter, by and between Karen Boone and Peloton Interactive, Inc., dated October 30, 2024.
99.1	Press Release Announcing Leadership Transitions, dated October 31, 2024.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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 hereunto duly authorized.

PELOTON INTERACTIVE, INC.

Date: October 31, 2024

By: /s/ Tammy Albarran
Tammy Albarran
Chief Legal Officer

PELOTON INTERACTIVE, INC.
441 NINTH AVENUE, 6th FLOOR
NEW YORK, NY 10001

October 28, 2024

Peter Stern

Via Email

Dear Peter:

Peloton Interactive, Inc. (the “*Company*”) is pleased to offer you employment on the following terms, commencing on a date to be mutually agreed and determined (the “*Commencement Date*”):

- 1. Position.** Your title will be Chief Executive Officer and President, and you will report solely and directly to the Company’s Board of Directors (the “*Board*”). This is a full-time position. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. By signing this letter agreement, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

In addition, during your employment, you will be appointed to, and without compensation other than that herein provided, also serve and continue to serve, if and when elected and re-elected, as a member of the Board. You will be deemed to have resigned your membership on the Board and any committee of the Board upon any termination or resignation of your employment, effective immediately and without any further action.

During your employment, you may (A) consistent with Company governance policies, serve on corporate boards or committees of businesses that are not competitors of the Company, with prior written approval of the Board or an authorized committee thereof (not to be unreasonably withheld), (B) serve on civic or charitable boards or committees, (C) manage your personal and family investments, and (D) continue to serve on the positions set forth on Schedule 1 hereto (the “*Outside Activities*”), so long as any such activities do not, individually or in the aggregate, interfere with the discharge of your responsibilities to the Company or create a conflict of interests.

- 2. Salary.** The Company will pay you a starting salary at the rate of \$1,250,000.00 per year, payable in accordance with the Company’s standard payroll schedule. This salary will be subject to adjustment pursuant to the Company’s employee compensation policies in effect from time to time.
- 3. Annual Bonus.** You will be eligible to receive an annual cash bonus of 100% of your base salary for fiscal year 2025 (July 1, 2024 – June 30, 2025), pro-rated to account for your partial year of service. Based on your anticipated start date of January 1, 2025, this fiscal year 2025 bonus would be \$625,000.00. For fiscal year 2026 and later, you will be eligible to receive an annual cash bonus with a target of 100% of your base salary, with the performance metrics to be established by the Board in consultation with you. The actual amount of the annual bonus, if any, will be determined by the Board in its sole discretion. Annual bonuses will be paid no later than August 15 following the close of the corresponding fiscal performance year. You must be employed in good standing on the payment date.

4. **Signing Bonus.** Subject to approval by the Board or its Compensation Committee, you will be eligible to receive a discretionary signing bonus of \$1,000,000.00 within 30 days of the Commencement Date. Should you leave the Company prior to the 18-month anniversary of the Commencement Date for any reason other than termination by the Company without Cause (as defined in the in the Company's Severance and Change in Control Plan (the "**Severance Plan**")), or a resignation by you for Good Reason (as defined in the Severance Plan), you will be required to reimburse the Company the full amount of the signing bonus within 30 days of your departure. The Company shall have a right to offset any such reimbursement against any sums it might otherwise owe to you in the event of such termination.
5. **Relocation.** The Company expects that you will relocate to the New York metropolitan area within one year of accepting this offer of employment. The Company will support your relocation through our relocation services provider. These relocation services will include assistance selling your Michigan residence; provided, however, that the Company will not reimburse you for any capital losses resulting from such sale. Should you leave the Company prior to the two-year anniversary of your Commencement Date for any reason other than termination by the Company without Cause (as defined in the Severance Plan) or a resignation by you for Good Reason (as defined in the Severance Plan), you will be required to reimburse the Company a pro-rated share of the net after-tax amount of any relocation expenses (which share will be based on the number of months remaining between the date of termination and the date of the two-year anniversary of your Commencement Date). The Company shall have a right to offset any such reimbursement against any sums it might otherwise owe to you in the event of such termination. The relocation benefits and related reimbursements will be structured either to be exempt from Section 409A of the Internal Revenue Code or to comply with the reimbursement plan rules set forth in Treas. Reg. § 1.409A-3(i)(1)(iv). You acknowledge and agree the Company has full discretion to determine whether and to what extent these arrangements result in compensation to you and whether any tax withholding is appropriate.
6. **Return to Office Policy.** Your role is not a remote role, so you will be required to work from the New York office pursuant to the Peloton Return to Office Policy ("**RTO Policy**") Tuesday, Wednesday, and Thursday of each week, subject to terms and conditions of the RTO Policy, as may be amended from time to time.
7. **Employee Benefits.** As a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits, as in effect from time to time. The Company reserves its right to amend, modify, or terminate its benefit plans at any time, subject to applicable law. In addition, you will be entitled to paid vacation in accordance with the Company's vacation policy, as in effect from time to time.
8. **Security Services.** The Company will provide, at its expense, security services to transport or accompany you between your residence and the Company's offices in New York.
9. **Equity Awards.** Subject to the approval of the Board or its Compensation Committee, you will be eligible to receive equity awards under the Company's 2019 Equity Incentive Plan (the "**Equity Plan**"; such awards collectively, the "**Equity Awards**"). The Equity Awards will be valued at \$20,000,000.00 in the aggregate on the date of grant, allocated as follows: (i) stock options to purchase shares of the Company's Class A common stock valued at \$5,000,000.00 (the "**Stock Option Awards**"); (ii) time-based restricted stock units valued at \$10,000,000.00 (the "**RSU Awards**"); and (iii) performance-based restricted stock units valued at \$5,000,000.00 (the "**PSU Awards**"). For the avoidance of doubt, each Equity Award will cover the number of shares of Class A

Common Stock determined using the Company's then prevailing approved valuation methodology, rounded up to the nearest whole share. The PSU Awards will be granted in four tranches, each with a target value of \$1,250,000.00. Subject to your continued service through such date, the first tranche will vest on September 15, 2025, as a percentage of the target amount based on the performance metrics approved by the Compensation Committee and reflected in the awards granted to the Company's other senior executives for fiscal year 2025. Performance metrics for subsequent tranches will be determined by the Board or its Compensation Committee in consultation with you and vesting shall be subject to your continuous service through the applicable vesting dates. The Stock Option Awards and the RSU Awards will vest in 1/4th annual installments on each of the first, second, third, and fourth anniversaries of the Commencement Date, subject to your continuous service through the applicable vesting dates, subject to and except as modified by the provisions of Section 10 below.

Each Equity Award will vest in accordance with the vesting schedule set forth in the applicable award agreement (which shall reflect the foregoing), subject to your continuous service through the applicable vesting dates. The Equity Awards will be subject to the terms and conditions applicable to the respective grants under the Plan and the respective award agreements to be entered into between you and the Company.

Subject to the approval and at the discretion of the Board or its Compensation Committee, we expect that the Company will grant you a refresh equity award with a target value of \$15,000,000.00 for each of fiscal years 2026 and 2027, with 50% granted as time-based restricted stock units and 50% granted as performance-based restricted stock units, with the performance metrics to be established by the Board or its Compensation Committee in consultation with you, in each case subject to the terms and conditions of the Equity Plan and the applicable award agreements.

10. Severance and Change in Control. You will be a participant in the Severance Plan as a Tier 1 participant, provided, however, that (i) your "Severance Multiplier" and "CIC Severance Multiplier" shall each be 2 times your "Base Salary"; (ii) the phrase "the Participant's target annual cash bonus" in Section 3.1(a)(iii)(A) shall be replaced with "2 times the Participant's target annual cash bonus"; (iii) the phrase "the Participant's target annual cash bonus" in Section 3.2(a)(iii) shall be replaced with "2 times the Participant's target annual cash bonus"; (iv) the phrase "twelve months of service" in Section 3.1(c)(i) shall be replaced with "twenty-four months of service"; and (v) in the case a termination of your employment during a "Change in Control Period", the definition of "Good Reason" in Section 9.15 shall include your ceasing to report solely to the board of directors of the entity that is the ultimate parent entity of the Company (or its successor), if there is such a parent entity, or, if there is no such parent entity, your ceasing to report solely to the Board. In addition, any performance-based "Equity Awards" subject to Section 3.1(c)(i) shall vest only to the extent the performance criteria applicable to each such award have been satisfied as of the end of the applicable performance period. Finally, in the event of your death during your active employment with the Company, your termination of employment will be treated as a termination without "Cause". For the avoidance of doubt, acceleration and/or forfeiture of equity, including the Equity Awards, upon termination will be governed by the Severance Plan, as modified by this letter agreement. For purposes of this Section 10, capitalized terms in quotation marks shall have the meanings ascribed to them in the Severance Plan, and all cross-references shall be references to the Severance Plan.

11. Proprietary Information and Inventions Agreement. Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's standard Proprietary Information and Inventions Agreement (the "*PIIA*").

12. Employment Relationship. Employment with the Company is for no specific period of time. Your employment with the Company will be “at will”, meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company’s personnel policies and procedures, may change from time to time, the “at will” nature of your employment may only be changed in an express written agreement signed by you and a duly authorized officer of the Company (other than you).

13. Tax Matters.

- a. Withholding. All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.
- b. Tax Advice. You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or the Board related to tax liabilities arising from your compensation.
- c. Section 409A. Section 8.1 of the Severance Plan is hereby incorporated by reference and shall apply, mutatis mutandis, to the provisions set forth herein.

14. Legal Advice and Legal Fee Reimbursement. You acknowledge that you have been advised by the Company to consult with, and seek the advice of, a personal attorney of your choice prior to executing this letter agreement in connection with the negotiation, drafting and execution of this letter agreement and the PIIA. Peloton will reimburse reasonable legal fees up to \$20,000.00 for review and negotiation of this offer of employment and associated documentation, including the PIIA. Any such reimbursement will be made following your timely presentation of appropriate documentation itemizing such expenses in reasonable detail. Any reimbursements will be made within 30 days of substantiation, and in no event later than December 31, 2024.

15. Arbitration. You and the Company shall submit to mandatory and exclusive binding arbitration any controversy or claim arising out of, or relating to, this Agreement or any breach hereof, provided, however, that the parties retain their right to, and shall not be prohibited, limited or in any other way restricted from, seeking or obtaining equitable relief from a court having jurisdiction over the parties. Such arbitration shall be governed by the Federal Arbitration Act and conducted through the JAMS in the State of New York, New York County, before a single neutral arbitrator, in accordance with the Employment Arbitration Rules of JAMS in effect at that time (currently available at: [jamsadr.com](https://www.jamsadr.com)). The parties hereby waive any rights they may have to have any such claims tried before a judge or jury. The parties may conduct only essential discovery prior to the hearing, as defined by the JAMS arbitrator. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based. You shall bear only those costs of arbitration you would otherwise bear had you brought a claim covered by this Agreement in court – in other words, should you file a claim or counterclaim in arbitration against the Company, the Company will pay the difference between the then applicable JAMS filing fee (available at: <https://www.jamsadr.com/arbitration-fees>) and the then applicable filing fee for obtaining an Index Number to commence a lawsuit in the New York State Supreme Court, pursuant to NY CPLR § 8018 (available at: <https://>

www.nycourts.gov/forms/filingfees.shtml). Judgment upon the determination or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

For the avoidance of doubt, this arbitration requirement shall not apply to any criminal matters, matters for which arbitration is prohibited by law (such as sexual assault and sexual harassment claims), claims for unemployment or workers compensation, and shall not prevent you from filing a charge with the Equal Employment Opportunity Commission or any other government agency; provided that, unless prohibited by applicable law, any subsequent legal action shall be subject to individual arbitration as provided herein.

16. Coverage Under Directors' and Officers' Liability Insurance Policies; Indemnification. The Company agrees to indemnify you to the maximum extent permitted by applicable law and the Company's by-laws for your services rendered as an officer and director of the Company and to maintain directors' and officers' liability insurance policies covering you on a basis no less favorable than provided to other directors and senior executives, which indemnification and coverage shall continue as to you even if you have ceased to be a director, officer or employee of the Company with respect to acts or omissions which occurred prior to such cessation.

17. Interpretation, Amendment, and Enforcement. This letter agreement and the PIIA constitute the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company. The terms of this letter agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with the Company or any other relationship between you and the Company (the "**Disputes**") will be governed by New York law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in New York in connection with any Dispute or any claim related to any Dispute.

* * * * *

We hope that you will accept our offer to join the Company. You may indicate your agreement with these terms and accept this offer by signing and dating this letter agreement and the PIIA and returning them to me. As required by law, your employment with the Company is contingent upon your providing legal proof of your identity and authorization to work in the United States. In addition, your employment is contingent on a satisfactory review of a background check and upon your starting work with the Company by the mutually agreed start date.

If you have any questions, please feel free to reach out.

[Signature Page Follows]

Very truly yours,

PELOTON INTERACTIVE, INC.

/s/ Jay Hoag

By: Jay Hoag

Title: Chairperson, Board of Directors

I have read and accept this employment offer:

/s/ Peter Stern

Peter Stern

Dated: 10/28/2024

PELTON INTERACTIVE, INC.
441 NINTH AVENUE, 6th FLOOR
NEW YORK, NY 10001

October 30, 2024

Dear Karen:

Reference is hereby made to that certain employment letter by and between you and the Company dated May 2, 2024 (the "Employment Letter"). As mutually agreed, effective November 1, 2024, you will serve as sole Interim Chief Executive Officer and Interim President of the Company. Accordingly, this addendum (the "Addendum") modifies the Employment Letter, which otherwise remains in effect. Capitalized terms not defined here have the meanings ascribed to them in the Employment Letter.

- 1. Term, Responsibilities, and Work Schedule.** The Company expects that you will serve as Interim Chief Executive Officer and Interim President of the Company through December 31, 2024. Your responsibilities will include overseeing all of the Company's functions. In light of your increased responsibilities, it is expected that you will devote the equivalent of a 40-hour workweek to your employment duties, and any additional time as circumstances might from time to time require.
- 2. Compensation.** Your base salary will be paid at the rate of \$200,000 per month. You will also receive a grant of restricted stock units with respect to shares of the Company's Class A common stock valued at \$450,000, which will vest in equal installments on November 30, 2024 and December 31, 2024, subject to your continued service through such dates as well as the terms of the award agreement to be entered into by and between you and the Company and the Equity Plan.
- 3. Interpretation and Amendment.** The Employment Letter, this Addendum, the PIIA, the Equity Plan, and your equity awards thereunder constitute the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This Addendum may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company.

* * *

Please indicate your acceptance by signing and returning this Addendum to me.

Very truly yours,

PELTON INTERACTIVE, INC.

/s/ Jay Hoag

By: Jay Hoag
Title: Chairperson of the Board

I have read and accept the terms of this Addendum.

/s/ Karen Boone
Karen Boone

Date: 10/30/2024

FOR IMMEDIATE RELEASE

Peloton Appoints Peter Stern as CEO and President

NEW YORK, Oct. 31, 2024 – Peloton Interactive, Inc. (NASDAQ: PTON) today announced that Peter Stern, who currently serves as President of Ford Integrated Services and before that held leadership roles at Apple and Time Warner Cable, has been appointed to serve as Peloton’s CEO and President effective January 1, 2025. The Company expects to appoint Mr. Stern to the Peloton Board.

Jay Hoag, Chairperson of the Peloton Board, made the following statement on behalf of his fellow directors:

Peter is a seasoned strategist with a track record of driving sustainable growth through innovation, and we have every confidence in his ability to lead Peloton during this important time. He brings meaningful expertise in scaling differentiated technology-oriented platforms and has a deep understanding of the health and wellness sector – making him uniquely suited to serve as Peloton’s next CEO.

What’s more, Peter embodies Peloton’s core values, including operating with a bias for action, empowering teams of smart creatives and working together. We hope the entire Peloton community shares our excitement and looks forward to working with Peter as we lead Peloton into the future and unlock long-term value for all our stakeholders.

The Peloton Board conducted a comprehensive search to identify Peloton’s next leader who:

- **Appreciates and loves Peloton’s products and services.** Mr. Stern has been a Peloton Member since 2016, and an early adopter of both the Bike and Tread . He works hard to stay fit by making the right choices about his health every day, and Peloton classes are a critical part of his routine.
- **Understands the Company’s challenges and opportunities.** Peloton brings together expert instruction and world class content to create impactful and entertaining workout experiences to enhance Members’ lives. Mr. Stern has spent over 20 years operating at the nexus of hardware, software, content and services at Ford, Apple and Time Warner Cable.
- **Is passionate about helping people meet their fitness goals.** As the co-founder of Apple Fitness+, Mr. Stern led its growth to millions of members. He brings the energy of a founder with the experience of a veteran.
- **Can operate a complex, subscription-based business.** Mr. Stern has grown over a dozen different subscription businesses, ranging from Apple iCloud to Time Warner Cable Home Security to Ford BlueCruise, hands-free highway driving technology.
- **Is a product innovator and strategist.** Mr. Stern brings creativity to strategic thinking. He has been awarded over 30 patents (including a foundational patent in online media content, TV Everywhere), led strategy for companies navigating critical transitions and founded multiple businesses.
- **Recognizes that, at the end, it’s all about people.** As a former Chief People Officer, and the son of a fitness instructor, Mr. Stern has deep empathy for Peloton’s team members and its devoted community of Members.

“Working for Peloton is a dream come true for me,” said Mr. Stern. “My goal is to help millions of people live longer, healthier and happier lives. Peloton, with its unique combination of people, products and passionate Members, provides me an opportunity to do just that. I am excited to link arms with our dedicated Lead Team. I am awestruck to personally get to know our talented instructors. And I am humbled to work alongside our thousands of purpose-driven team members to change even more lives for the better. Finally, I am grateful to the Peloton Board for entrusting me with this responsibility and giving me the chance to take Peloton and its Members to even greater heights.”

Mr. Hoag concluded, “On behalf of the entire Board, I want to thank both Karen Boone and Chris Bruzzo for assuming the role of Interim Co-CEOs and Co-Presidents, while the Board undertook a comprehensive search to identify Peloton’s next leader. Supported by the great work of our dedicated team members, Karen and Chris’ contributions over the past six months have been invaluable, and Peloton will be fortunate to benefit from their insights on the Board after Peter begins his new role.”

In connection with today’s announcement, Ms. Boone will serve as sole Interim CEO and President through the end of the calendar year, and Mr. Bruzzo will step down as Interim Co-CEO and President on November 1, 2024. Mr. Bruzzo and Ms. Boone will remain members of the Peloton Board.

Separately, Peloton today is announcing financial results for the first quarter 2025. Please visit the Peloton investor relations website <https://investor.onepeloton.com/> for more information.

Additional background on Mr. Stern, age 52: he will be stepping down from his role as President of Ford Integrated Services, where he is currently responsible for a portfolio of subscription services that includes BlueCruise, Pro Intelligence, connectivity and security, and leads the company’s digital product team. Prior to joining Ford, Mr. Stern spent more than six years as Vice President of Services at Apple, where he managed the businesses of Apple TV+ and Sports, iCloud, Apple News, Apple Books, Apple Arcade, Apple Fitness+ and Apple One. Additionally, Mr. Stern led marketing for Apple services, including the App Store, Apple Card, Apple Pay, Apple Music, Apple Podcasts and Apple Maps. He also oversaw Apple’s advertising businesses during a period of rapid growth. Before joining Apple in 2016, Mr. Stern was Executive Vice President and Chief Product, People and Strategy Officer at Time Warner Cable. Prior to that, he was an Associate Principal at McKinsey & Co.

Mr. Stern has a JD from Yale Law School, where he was an editor of the *Yale Law Journal*, and subsequently became a member of both the New York and Connecticut bars. He has a bachelor’s degree in music and English from Harvard University.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, as amended and Section 21E of the Securities Exchange Act of 1934, as amended. All statements contained in this press release other than statements of historical fact, including, without limitation, statements regarding changes to our leadership team, the composition of our board of directors, our future operating results and financial position, our business strategy and plans, market growth, and our objectives for future operations, are forward-looking statements. The words “believe,” “may,” “will,” “estimate,” “potential,” “continue,” “anticipate,” “intend,” “expect,” “could,” “would,” “project,” “plan,” “target,” and similar expressions are intended to identify forward-looking statements, though not all forward-looking statements use these words or expressions.

We have based these forward-looking statements on our current expectations and projections about future events and trends that we believe may affect our financial condition, results of operations, business strategy, short-term and long-term business operations and objectives, and financial needs. These forward-looking statements are subject to a number of risks, uncertainties, and assumptions and other important factors that could cause actual results to differ materially from those stated, including those risks and uncertainties described in the sections titled “Risk Factors” in Part I, Item 1A and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part II, Item 7 in our Annual Report on Form 10-K for the fiscal year ended June 30, 2024, as such factors may be updated in our filings with the Securities and Exchange Commission (the “SEC”), which are available on the Peloton investor relations website at <https://investor.onepeloton.com/> and on the SEC website at www.sec.gov.

You should not rely upon forward-looking statements as predictions of future events. The events and circumstances reflected in our forward-looking statements may not be achieved or occur. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, performance, or achievements. Our forward-looking statements speak only as of the date of this press release, and we undertake no obligation to update any of these forward-looking statements for any reason after the date of this press release or to conform these statements to actual results or revised expectations, except as required by law.

About Peloton

Peloton (NASDAQ: PTON) provides Members with expert instruction, and world class content to create impactful and entertaining workout experiences for anyone, anywhere and at any stage in their fitness journey. At home, outdoors, traveling, or at the gym, Peloton brings together innovative hardware, distinctive software, and exclusive content. Founded in 2012 and headquartered in New York City, Peloton has millions of Members across the US, UK, Canada, Germany, Australia, and Austria. For more information, visit www.onepeloton.com.

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