

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): June 18, 2026

PLAYBOY, INC.

(Exact name of registrant as specified in its charter)

<u>Delaware</u> (State or other jurisdiction of incorporation)	<u>001-39312</u> (Commission File Number)	<u>37-1958714</u> (IRS Employer Identification No.)
<u>10960 Wilshire Blvd., Suite 2200</u> <u>Los Angeles, California</u> (Address of principal executive offices)		<u>90024</u> (Zip Code)

Registrant's telephone number, including area code: **(310) 424-1800**

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:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.0001 per share	PLBY	Nasdaq Global Market

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 1.01 Entry into a Material Definitive Agreement.

Stock Repurchase Agreement

On June 18, 2026 (the “Effective Date”), Playboy, Inc. (the “Company”), entered into a stock repurchase agreement with the sellers that are party thereto (the “Sellers”, and such agreement, the “Repurchase Agreement”). Under the terms of the Repurchase Agreement, the Company will purchase a total of 16,589,531 shares of common stock, par value \$0.0001 per share, of the Company (the “Common Stock”), representing 100% of the Common Stock beneficially owned by the Sellers as of the Effective Date, at a price per share of \$1.05 for an aggregate purchase price of \$17,419,007.55. Capitalized terms used herein but not otherwise defined have the meaning set forth in the Repurchase Agreement.

The sale and purchase of the shares will take place by the end of 2026, with four separate installments, the first of which will occur on the Effective Date. On the Effective Date, the Company will purchase 1,904,762 shares of Common Stock from the Sellers for \$2,000,000.00 in cash. On or before August 31, 2026, the Company will purchase 2,857,143 shares of Common Stock from the Sellers for \$3,000,000.00 in cash. On or before November 1, 2026, the Company will purchase 4,761,905 shares of Common Stock from the Sellers for \$5,000,000.00 in cash. On or before December 31, 2026, the Company will purchase all remaining shares owned by Sellers as of the date thereof, for a price equal to \$1.05 per share.

The Company will at any time have the option to purchase any amount of shares for a price of \$1.05 in advance of the payment schedule by delivering written notice to the Sellers, which amount will be deducted from the amount payable under the next upcoming installment.

All of the Sellers are affiliates of Fortress Investment Group (collectively, “Fortress”) and, prior to the transactions contemplated by the Repurchase Agreement, Fortress was one of the Company’s largest stockholders and an affiliate of the Company. Fortress’ affiliates are also the Company’s primary senior secured lenders pursuant to the Existing Credit Agreement (as defined below). Upon the completion of the purchase of all of the Sellers’ Common Stock pursuant to the Repurchase Agreement, Fortress is expected to no longer be an affiliate of the Company or significant holder of Common Stock, but it will remain the Company’s primary senior secured lender. The terms of the Repurchase Agreement and the related Backstop Agreement (as defined below) were approved by the the Company’s board of directors and its Audit Committee.

Default and Termination

A default of payment will occur any time both the Company and both equity investors under the Backstop Agreement (as defined below) fail to make each of their required payments under the Repurchase Agreement. In the case of default, the Sellers will have the right to accelerate the full purchase obligation of remaining shares owned by Sellers at the time of such default, seek specific performance of the Company’s obligations under the Repurchase Agreement, or seek recovery from all damages, losses, costs and expenses, including reasonable attorneys’ fees and enforcement costs, arising from such default. Once the Company, or the Backstop Purchasers, as applicable, purchase all 16,589,531 shares of Common Stock payable under the Repurchase Agreement, such agreement will terminate automatically.

Additional Covenants; Other Terms

The Repurchase Agreement contains certain representations and warranties and provisions customary for transactions similar to the transaction contemplated therein, including transfer restrictions on the Sellers with respect to shares not yet transferred under the Repurchase Agreement. The representations and warranties contained in the Repurchase Agreement were made solely for the benefit of the parties thereto and may be subject to limitations agreed upon by such parties. The foregoing description of the Repurchase Agreement does not purport to be complete and is subject to and qualified in its entirety by reference to the Repurchase Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K (“Current Report”) and is incorporated by reference herein.

Backstop Agreement

Concurrently with the execution of the Repurchase Agreement, the Company entered into a backstop agreement (the “Backstop Agreement”), by and among the Company and an affiliate of Rizvi Traverse Management, LLC and The Million S.a.r.l. (an affiliate of Byborg Enterprises SA), two of the Company’s largest current investors (greater than 10% of outstanding shares) and affiliates of two of the Company’s directors (the “Backstop Purchasers”), pursuant to which the Backstop Purchasers agreed that if the Company fails to make any portion of one of its scheduled purchases, the Backstop Purchasers will be obligated to purchase such shares under the terms and conditions of the Repurchase Agreement. Each Backstop Purchaser’s commitment is allocated pro-rata according to its relative beneficial ownership in shares of the Company. As consideration, the Company will pay the Backstop Purchasers a backstop fee of 5% of any such investors’ obligations that are not used to purchase shares of Common Stock. If either Backstop Purchaser defaults in its obligation to purchase shares under the Backstop Agreement, the other Backstop Purchaser will have the option to purchase such shares on the same terms and conditions. Each Backstop Purchaser’s ability to purchase Common Stock is subject to a cap at beneficial ownership of 29.99% of equity in the Company.

The foregoing description of the Backstop Agreement does not purport to be complete, and is subject to, and qualified in its entirety by reference to, the full text of the Backstop Agreement, which is filed as Exhibit 10.2 to this Current Report and is incorporated by reference herein.

Amendment No. 8 to the Amended and Restated Credit and Guaranty Agreement

Concurrently with the execution of the Repurchase Agreement, the Company entered into Amendment No. 8 to its Amended and Restated Credit and Guaranty Agreement (“Amendment No. 8”), by and among the Company, Playboy Enterprises, Inc., the subsidiary guarantors party thereto, the lenders party thereto, and DBD Credit Funding LLC (an affiliate of Fortress), as the administrative agent and the collateral agent, to, substantially concurrently with the initial closing pursuant to the Repurchase Agreement, amend the terms of the Amended and Restated Credit and Guaranty Agreement, dated as of May 10, 2023 (as amended, amended and restated, supplemented, refinanced, replaced, extended, or otherwise modified from time to time prior to the date of Amendment No. 8, the “Existing Credit Agreement”), to, among other things, modify certain negative covenants to permit the transactions contemplated by the Repurchase Agreement and Backstop Agreement described above.

The other terms of the Existing Credit Agreement remain substantially unchanged. The foregoing description of Amendment No. 8 and the transactions contemplated thereby does not purport to be complete and is subject to and qualified in its entirety by reference to Amendment No. 8, a copy of which is filed as Exhibit 10.3 to this Current Report and is incorporated by reference herein.

The foregoing description of the Repurchase Agreement, Backstop Agreement, Amendment No. 8 and the transactions under each such agreement does not purport to be complete, and is subject to, and qualified in its entirety by reference to, the full text of the Repurchase Agreement, Backstop Agreement or Amendment No. 8, which are filed as Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3 hereto, respectively, and each is incorporated by reference herein. The Repurchase Agreement, Backstop Agreement and Amendment No. 8 have been included to provide investors with information regarding their terms. They are not intended to provide any other factual information about the Company nor any of the other parties thereto. The representations and warranties contained in the Repurchase Agreement and Amendment No. 8 were made only for purposes of each such agreement (as applicable) as of the specific dates therein, were solely for the benefit of the parties to each such agreement (as applicable), may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk among the parties to each such agreement (as applicable) instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors are not third-party beneficiaries under the Repurchase Agreement or Amendment No. 8 and should not rely on the representations and warranties or any descriptions thereof as characterizations of the actual state of facts or condition of the parties thereto or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of representations and warranties may change after the date of the Repurchase Agreement and Amendment No. 8, which subsequent information may or may not be reflected in the Company’s public disclosures. The Repurchase Agreement, Backstop Agreement and Amendment No. 8 should not be read alone, but should instead be read in conjunction with the other information regarding the Company, as well as in the other filings that the Company will make with the U.S. Securities and Exchange Commission (the “SEC”).

Item 7.01. Regulation FD Disclosure.

On June 22, 2026, the Company issued a press release announcing the repurchase of shares and entry into the Repurchase Agreement. A copy of the press release is filed as Exhibit 99.1 hereto and incorporated by reference herein.

The information provided pursuant to this Item 7.01, including Exhibit 99.1 in Item 9.01, is “furnished” and shall not be deemed to be “filed” with the SEC or incorporated by reference in any filing under the Securities Exchange Act of 1934, as amended, (the “Exchange Act”) or the Securities Act of 1933, as amended (the “Securities Act”), except as shall be expressly set forth by specific reference in any such filings.

Special Note on Forward-Looking Statements

This Current Report contains forward looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act, which involve certain risks and uncertainties, including statements regarding the anticipated payments under the Repurchase Agreement, the expected timing of any subsequent closings, and other statements identified by words such as “could,” “expects,” “intends,” “may,” “plans,” “potential,” “should,” “will,” “would,” or similar expressions and the negatives of those terms. Additionally, the press release contains forward-looking statements regarding the rights and obligations of the Company and its subsidiaries pursuant to licensing and other agreements, and the anticipated benefits of those agreements. The Company cannot give any assurance that it will receive the full benefits of such agreements. Forward-looking statements are not promises or guarantees of future performance, and are subject to a variety of risks and uncertainties, many of which are beyond the Company’s control, and which could cause actual results to differ materially from those contemplated in such forward-looking statements, including, but not limited to, the risks as may be detailed from time to time in the Company’s Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q and other reports the Company files with the SEC. The Company’s actual results could differ materially from the results described in or implied by such forward-looking statements. Forward-looking statements speak only as of the date hereof, and, except as required by law, the Company undertakes no obligation to update or revise these forward-looking statements.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The following documents are herewith furnished or filed as exhibits to this report:

Exhibit No.	Description
10.1*	<u>Stock Repurchase Agreement, dated June 18, 2026, by and among the Company and the sellers party thereto.</u>
10.2	<u>Backstop Agreement, dated June 18, 2026, by and among the Company and the equity investors party thereto.</u>
10.3	<u>Amendment No. 8 to its Amended and Restated Credit and Guaranty Agreement, dated June 18, 2026, by and among Playboy, PLBY Parent, the subsidiary guarantors party thereto, the lenders party thereto, and DBD Credit Funding LLC, as the administrative agent and the collateral agent.</u>
99.1	<u>Press Release, dated June 22, 2026.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* The schedules and exhibits have been omitted pursuant to Item 601(a)(5) or Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally a copy of such schedules and exhibits, or any section thereof, to the SEC upon request; provided, however, that the Company may request confidential treatment pursuant to Rule 24b-2 under the Exchange Act for any exhibits or schedules so furnished.

SIGNATURE

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

Dated: June 22, 2026

PLAYBOY, INC.

By: /s/ Chris Riley
Name: Chris Riley
Title: General Counsel and Secretary

STOCK REPURCHASE AGREEMENT

This Stock Repurchase Agreement (this “Agreement”) is entered into as of June 18, 2026, by and between Playboy, Inc., a Delaware corporation (the “Company”), and the selling entities listed on Exhibit A (each, a “Seller” and, collectively, the “Sellers” and, together with the Company, the “Parties”).

WHEREAS, the Sellers are the beneficial owners of 16,589,531 shares of common stock, par value \$0.0001 per share, of the Company (the “Common Stock”) in the aggregate;

WHEREAS, the Sellers desire to sell, and the Company desires to purchase, all of the Sellers' shares of Common Stock on the terms and subject to the conditions set forth herein;

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, the Sellers and/or their Affiliates, and certain other parties thereto are entering into an amendment to that certain Amended and Restated Credit and Guaranty Agreement, dated as of May 10, 2023, by and among the Company, Playboy Enterprises, Inc., each guarantor party thereto, the lenders party thereto, and DBD Credit Funding LLC, as the administrative agent and the collateral agent (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “Credit Agreement”), pursuant to which the parties thereto will amend certain provisions of the Credit Agreement in connection with the transactions contemplated by this Agreement; and

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company has secured a fully committed Backstop Agreement (as defined herein) with the Backstop Purchaser(s) (as defined herein), pursuant to which the Backstop Purchaser(s) have agreed to purchase Shares (as defined herein) from the Sellers in accordance with the terms of this Agreement in the event the Company does not do so.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Definitions. As used in this Agreement, the following terms have the meanings set forth below:

“**Affiliate**” means, with respect to any individual, corporation, partnership, limited liability company, trust, fund or other entity, any other individual, corporation, partnership, limited liability company, trust, fund or other entity that directly or indirectly controls, is controlled by, or is under common control with, such individual or entity. For purposes of this definition, “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an individual or entity, whether through ownership of voting securities, by contract or otherwise.

“Backstop Agreement” means each binding agreement entered into by the Company and a Backstop Purchaser pursuant to which such Backstop Purchaser has agreed to purchase Shares from the Sellers in accordance with Section 2.6.

“Backstop Purchaser” means each of the stockholders of the Company listed on Exhibit B, which stockholders have entered into fully committed backstop arrangements with the Company at or prior to the Closing Date, pursuant to which such stockholders are obligated to purchase Shares from the Sellers in accordance with Section 2.6.

“Closing Date” means the date of execution of this Agreement.

“Initial Purchase Shares” means 1,904,762 shares of Common Stock.

“Per Share Price” means \$1.05.

“Purchased Shares” means, at any time, the aggregate number of shares of Common Stock that have been purchased by the Company pursuant to this Agreement as of such time.

“Remaining Shares” means, at any time, the total number of Shares minus the Purchased Shares as of such time.

“Shares” means 16,589,531 shares of Common Stock beneficially owned by the Sellers as of the date hereof.

“Unpurchased Share Value” means, as of any date of determination, the number of Remaining Shares as of such date multiplied by the Per Share Price.

Section 2. Purchase and Sale of Shares

Section 2.1. Agreement to Sell. Subject to the terms and conditions of this Agreement, the Sellers agree to sell to the Company, and the Company agrees to purchase from the Sellers, all of the Shares at the Per Share Price in accordance with the payment schedule set forth in Section 2.2.

Section 2.2. Payment Schedule. The Company shall purchase the Shares from the Sellers in installments as follows:

(a) On the Closing Date, the Company shall pay to the Sellers \$2,000,000.00 in cash by wire transfer of immediately available funds to an account designated in writing by the Sellers, and the Sellers shall deliver to the Company the Initial Purchase Shares, free and clear of all liens, claims, and encumbrances (other than restrictions arising under applicable securities laws).

(b) On or before August 31, 2026, the Company shall pay to the Sellers \$3,000,000.00 in cash by wire transfer of immediately available funds to an account designated in writing by the Sellers, and the Sellers shall deliver to the Company 2,857,143 shares of Common Stock, free and clear of all liens, claims, and encumbrances (other than restrictions arising under applicable securities laws).

(c) On or before November 1, 2026, the Company shall pay to the Sellers \$5,000,000.00 in cash by wire transfer of immediately available funds to an account designated in writing by the Sellers, and the Sellers shall deliver to the Company 4,761,905 shares of Common Stock, free and clear of all liens, claims, and encumbrances (other than restrictions arising under applicable securities laws).

(d) On or before December 31, 2026, the Company shall pay to the Sellers an amount equal to the Unpurchased Share Value as of such date in cash by wire transfer of immediately available funds to an account designated in writing by the Sellers, and the Sellers shall deliver to the Company all Remaining Shares, free and clear of all liens, claims, and encumbrances (other than restrictions arising under applicable securities laws).

Section 2.3. Acceleration. The Company may, at any time and from time to time, elect to purchase additional Shares in advance of the payment schedule set forth in Section 2.2 by delivering written notice to the Sellers specifying the dollar amount of the accelerated purchase and the date of such accelerated purchase (which shall be no fewer than five (5) Business Days after delivery of such notice). On the date of such accelerated purchase, the Company shall pay to the Sellers the specified amount and the Sellers shall deliver to the Company a number of shares of Common Stock equal to such amount divided by the Per Share Price (rounded down to the nearest whole share), free and clear of all liens, claims, and encumbrances (other than restrictions arising under applicable securities laws). Any accelerated purchase shall reduce the amount payable under the next succeeding installment(s) in Section 2.2 in the order in which such installments become due.

Section 2.4. Pro Rata Deliveries. Each Seller shall sell and deliver, in connection with each purchase of Shares by the Company pursuant to this Agreement (including any purchase pursuant to Section 2.2 or Section 2.3), a number of Shares equal to the product of (a) the aggregate number of Shares being purchased by the Company in such purchase and (b) a fraction, the numerator of which is the number of shares of Common Stock directly held by such Seller immediately prior to such purchase and the denominator of which is the aggregate number of shares of Common Stock directly held by all the Sellers immediately prior to such purchase, rounded to the nearest whole share (with such adjustments as are necessary to ensure that the aggregate number of Shares delivered by all Sellers equals the aggregate number of Shares being purchased by the Company). The Company shall pay to each Seller an amount equal to the aggregate purchase price payable in connection with such purchase multiplied by the number of Shares delivered by such Seller.

Section 2.5. Delivery Mechanics. All deliveries of Shares pursuant to this Section 2 shall be made by the Sellers by delivering to the Company or its designated transfer agent irrevocable transfer instructions, duly executed stock powers, and/or such other documentation as may be reasonably necessary to effect the transfer of the applicable Shares on the books and records of the Company's transfer agent or through the applicable procedures of The Depository Trust Company, as applicable. Each Seller and the Company shall cooperate with the other Party and the Company's transfer agent to effectuate each transfer promptly following payment.

Section 2.6. Backstop Commitment. At or prior to the Closing Date, the Company shall have in place a fully committed Backstop Agreement with the Backstop Purchaser(s), pursuant to which, if the Company fails to make some or all of any scheduled purchase under Section 2.2, the Backstop Purchaser(s) shall be obligated to purchase the applicable Shares directly from the Sellers on the same terms and conditions set forth in this Agreement, including the Per Share Price. In the event that the Company fails to make some or all of any scheduled purchase under Section 2.2, the Company shall take all actions necessary or advisable to ensure that the Backstop Purchaser(s) fund their Commitments (as defined in the Backstop Agreement) and purchase the shares of Common Stock from the Sellers in accordance with the terms of this Agreement and the Backstop Agreement and, in connection therewith, cause the Backstop Purchaser(s) to provide representations and warranties for the benefit of the Sellers that are reasonably sufficient to establish that the sale of such Shares to the Backstop Parties may be effected without registration under the Securities Act of 1933, as amended. The Company shall deliver to the Sellers, on or prior to the Closing Date, true and complete copies of the Backstop Agreement(s). The Company shall maintain such Backstop Agreement(s) in full force and effect until all Shares have been purchased pursuant to this Agreement or this Agreement has been terminated in accordance with its terms, and shall not amend, modify, supplement, waive or terminate any such Backstop Agreement without the prior written consent of the Sellers.

Section 3. Transfer Restrictions

Section 3.1. Lockup. During the term of this Agreement and for so long as no Payment Default has occurred, the Sellers shall not, directly or indirectly, sell, transfer, assign, pledge, hypothecate, encumber, or otherwise dispose of any of the Remaining Shares, or enter into any contract, option, or other agreement or understanding with respect to the foregoing, other than (i) pursuant to the terms of this Agreement; (ii) to any Affiliate of such Seller; provided that such Affiliate agrees in writing to be bound by the terms of this Agreement with respect to the transferred Remaining Shares; (iii) pursuant to any tender offer, exchange offer, merger, consolidation, business combination, recapitalization, sale of all or substantially all of the assets of the Company or other extraordinary transaction approved by the Board of Directors of the Company and made available to holders of Common Stock generally; (iv) pursuant to any transaction in which all holders of Common Stock are offered the opportunity to sell, exchange or otherwise dispose of their shares on substantially the same terms and conditions; or (v) with the prior written consent of the Company.

Section 3.2. Legends. The Sellers acknowledge that the Company may cause the Company's transfer agent to place a restrictive legend or stop transfer instruction on the Shares to reflect the transfer restrictions set forth in Section 3.1 during the term of this Agreement. The Company shall promptly remove or cause to be removed any such legend or instruction with respect to Shares that have been purchased by the Company hereunder, upon termination of this Agreement or upon the occurrence of any Payment Default with respect to any Remaining Shares.

Section 3.3. Ownership of Unpurchased Shares. Until purchased by the Company pursuant to this Agreement, all Shares shall remain owned by the Sellers, and the Sellers shall be entitled to all voting rights and all dividends, distributions and other rights with respect thereto. In the event of any stock split, stock dividend, combination, reclassification or similar event with respect to the Common Stock, the number of Shares to be purchased at each future purchase of Shares pursuant to this Agreement shall be equitably adjusted to reflect such event.

Section 3.4. Legend Removal.

(a) Upon termination of this Agreement for any reason or upon the occurrence of a Payment Default, if one or more Sellers continue to hold any Remaining Shares, the Company shall, at its sole cost and expense, take all actions necessary or reasonably requested by the Sellers to cause the removal of any restrictive legends, stop transfer orders or similar restrictions (collectively, "Legends") from the book-entry positions representing the Remaining Shares within three (3) Business Days of such termination or Payment Default (the "De-Legending Deadline"), including, without limitation, by:

(i) delivering to the Company's transfer agent (the "Transfer Agent") an instruction letter, in form and substance reasonably satisfactory to the Sellers, directing the Transfer Agent to remove all Legends from the Remaining Shares and to update book-entry positions representing such Remaining Shares free and clear of all Legends;

(ii) providing any legal opinions, officer's certificates or other documents reasonably required by the Transfer Agent or the Sellers to effect the removal of such Legends;

(iii) causing the Transfer Agent to transmit the Remaining Shares by crediting the account designated by the Sellers with The Depository Trust Company through its Deposit/Withdrawal at Custodian system; and

(iv) cooperating in good faith and taking all actions reasonably necessary to ensure that the Remaining Shares are freely tradeable by the Sellers without restriction under applicable securities laws (to the extent a valid exemption from registration is available) within the De-Legending Deadline.

(b) The Sellers shall provide the documents and certificates reasonably requested by the Company or the transfer agent in connection with the foregoing clause (a).

(c) The Company represents and covenants that, as of the date hereof and at all times during the term of this Agreement, it shall maintain the effectiveness of, and shall not voluntarily suspend, withdraw or terminate, any registration statement, filing status under the Securities and Exchange Act of 1934, current public information requirement or other condition necessary to permit the removal of Legends from the Remaining Shares and the public resale thereof pursuant to an effective registration statement or Rule 144 or another available exemption from registration, except to the extent required by applicable law. The Company shall not take any action, or fail to take any action, that would impair or delay the ability of the Sellers to obtain removal of Legends from the Remaining Shares in accordance with this Section 3.4.

Section 4. Representations and Warranties of Each Seller. Each Seller, severally and not jointly, represents and warrants to the Company as of the date hereof and as of each date on which Shares are delivered hereunder:

Section 4.1. Ownership. The Seller is the direct owner of the Shares listed opposite the name of such Seller on Exhibit A, free and clear of all liens, claims, pledges, security interests, and encumbrances of any kind (other than restrictions arising under applicable securities laws and this Agreement). The Seller has not entered into any agreement, arrangement, or understanding to sell or transfer any of the Shares other than this Agreement.

Section 4.2. Authority. The Seller has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly authorized, executed, and delivered by the Seller and constitutes the legal, valid, and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights generally and to general principles of equity.

Section 4.3. No Conflicts. The execution, delivery, and performance of this Agreement by the Seller does not and will not (a) violate any organizational documents of the Seller, (b) conflict with or result in a breach of any agreement or instrument to which the Seller is a party or by which any of its assets are bound, or (c) violate any law, rule, regulation, order, judgment, or decree applicable to the Seller.

Section 5. Representations and Warranties of the Company. The Company represents and warrants to each Seller as of the date hereof:

Section 5.1. Authority. The Company has the requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly authorized by all necessary corporate action on the part of the Company, including approval by the Company's audit committee in accordance with the Company's Related Party Transaction Policy, and has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights generally and to general principles of equity.

Section 5.2. No Conflicts. The execution, delivery, and performance of this Agreement by the Company does not and will not (a) violate the certificate of incorporation or bylaws of the Company, (b) conflict with or result in a breach of any agreement or instrument to which the Company is a party or by which any of its assets are bound, including the Credit Agreement, as amended or waived in connection with this Agreement, or (c) violate any law, rule, regulation, order, judgment, or decree applicable to the Company.

Section 6. Default and Termination.

Section 6.1. Payment Default. A "Payment Default" shall occur each time neither the Company nor the Backstop Purchaser(s) makes the payment required by Section 2.2(b), Section 2.2(c) or Section 2.2(d) on or before the applicable payment date.

Section 6.2. Default Remedy. Upon the occurrence of a Payment Default, the Sellers may, (i) upon written notice to the Company, accelerate the full remaining purchase obligation under this Agreement, in which case all Remaining Shares shall become immediately subject to purchase and all remaining amounts payable pursuant to Section 2.2 shall become immediately due and payable, (ii) seek specific performance of the Company's obligations under this Agreement pursuant to Section 7.9, and (iii) seek recovery of all damages, losses, costs and expenses, including reasonable attorneys' fees and enforcement costs, arising from such Payment Default. Nothing herein shall prevent the Sellers from pursuing claims for specific performance and damages in the alternative; provided that the Sellers may not obtain both specific performance and a monetary recovery with respect to the same Payment Default.

Section 6.3. Termination Upon Completion. This Agreement shall terminate automatically upon the purchase by the Company of all of the Shares and the payment of all amounts due hereunder.

Section 7. Miscellaneous.

Section 7.1. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered personally, (b) when sent by confirmed electronic mail, (c) one (1) Business Day after being sent by nationally recognized overnight courier service, or (d) three (3) Business Days after being mailed by certified or registered mail, return receipt requested, postage prepaid, addressed as follows (or to such other address as a Party may designate by notice to the other Party):

If to the Company:

Playboy, Inc.
10960 Wilshire Blvd., Suite 2200
Los Angeles, CA 90024
Attention: General Counsel
Email: legal@playboy.com

If to the Sellers:

c/o Fortress Investment Group LLC
1345 Avenue of the Americas, 46th Floor
New York, New York 10105
Attention: Credit Operations
Email: CreditOperations@fortress.com

Section 7.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings between the Parties with respect thereto.

Section 7.3. Amendment and Waiver. This Agreement may not be amended, modified, or supplemented except by a written instrument signed by each of the Parties. No waiver of any provision of this Agreement shall be effective unless in a written instrument signed by the Party against whom the waiver is to be effective, and no such waiver shall constitute a waiver of any other provision or of the same provision on another occasion.

Section 7.4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party; provided, however, that the Company may, upon written notice to the Sellers, assign its rights to purchase Shares under this Agreement, in whole or in part, to the Backstop Purchaser(s) in order for the Backstop Purchaser(s) to comply with its obligations under the Backstop Agreement(s); provided, further, that any Seller may assign its rights and obligations under this Agreement, in whole or in part, to any Affiliate of such Seller that acquires Shares in accordance with Section 3.1(ii), upon written notice to the Company. No assignment by the Company to a Backstop Purchaser shall release, discharge or otherwise limit the obligations of the Company under this Agreement unless and until the applicable purchase obligation has been satisfied in full in cash by the applicable Backstop Purchaser.

Section 7.5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to principles of conflicts of law that would require the application of the laws of any other jurisdiction. The Parties consent to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, if the Court of Chancery declines to accept jurisdiction, any state or federal court located in the State of Delaware), to resolve any dispute relating to this Agreement or the transactions contemplated hereby. Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 7.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of a manually executed counterpart.

Section 7.7. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 7.8. Further Assurances. Each Party shall execute and deliver such additional documents and take such additional actions as may be reasonably necessary to effectuate the transactions contemplated by this Agreement.

Section 7.9. Specific Performance. The Parties acknowledge that money damages would not be an adequate remedy for any breach of this Agreement, and that the non-breaching Party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach, without the necessity of proving actual damages or posting a bond or other security.

Section 7.10. Interpretation. The Parties acknowledge and agree that this Agreement has been negotiated at arm's length and among Parties equally sophisticated and knowledgeable in the matters covered hereby. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is hereby waived.

Section 7.11. Treasury Shares. All Shares repurchased by the Company pursuant to this Agreement shall, upon purchase, be retired and resume the status of authorized but unissued shares of Common Stock, unless the Board of Directors of the Company determines otherwise.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

PLAYBOY, INC.

By: /s/ Marc Crossman

Name: Marc Crossman

Title: Chief Financial Officer

DRAWBRIDGE SPECIAL OPPORTUNITIES LP

By: Drawbridge Special Opportunities GP LLC, its general partner

By: /s/ Vincent Randazzo

Name: Vincent Randazzo

Title: Deputy Chief Financial Officer

DBDB FUNDING LLC

By: /s/ Vincent Randazzo

Name: Vincent Randazzo

Title: Deputy Chief Financial Officer

DBO PLYB HOLDINGS LLC

By: /s/ Vincent Randazzo

Name: Vincent Randazzo

Title: Deputy Chief Financial Officer

DRAWBRIDGE DSO SECURITIES LLC

By: /s/ Vincent Randazzo

Name: Vincent Randazzo

Title: Deputy Chief Financial Officer

[Signature Page to Stock Repurchase Agreement]

FCO XVII PLYB HOLDINGS LLC

By: /s/ Vincent Randazzo

Name: Vincent Randazzo

Title: Authorized Signatory

FLF I SECURITIES L.P.

By: Fortress Lending Advisors LLC, its general partner

By: /s/ Vincent Randazzo

Name: Vincent Randazzo

Title: Authorized Signatory

FORTRESS CREDIT OPPORTUNITIES XI CLO LIMITED

By: FCOD CLO Management LLC, its collateral manager

By: /s/ Vincent Randazzo

Name: Vincent Randazzo

Title: Deputy Chief Financial Officer

FORTRESS CREDIT OPPORTUNITIES XV CLO LIMITED

By: FCOD CLO Management LLC, its collateral manager

By: /s/ Vincent Randazzo

Name: Vincent Randazzo

Title: Deputy Chief Financial Officer

BACKSTOP AGREEMENT

This Backstop Agreement (this “Agreement”) is entered into as of June 18, 2026, by and between Playboy, Inc., a Delaware corporation (the “Company”), and the entities listed on the signature pages hereto (each, an “Equity Investor” and, collectively, the “Equity Investors” and, together with the Company, the “Parties”).

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company and certain other parties thereto are entering into a Stock Repurchase Agreement (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “Stock Repurchase Agreement”), pursuant to which the Company has agreed to purchase shares of its Common Stock.

WHEREAS, Notwithstanding anything to the contrary herein, no amendment to the Stock Repurchase Agreement that would increase the Commitment or Percentage Obligation of any Equity Investor shall be effective without the prior written consent of such Equity Investor.

WHEREAS, the Company hereby assigns its right to purchase shares of Common Stock pursuant to the Stock Repurchase Agreement to the Equity Investors to the extent necessary for such Equity Investors to perform their obligations pursuant to the Commitment set forth below.

WHEREAS, each Equity Investor desires to commit to purchase a portion of the Common Stock by the Company represented by the percentage on their signature page hereto (their “Percentage Obligation”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Commitment.

(a) Each Equity Investor hereby commits that it shall purchase, or shall cause the purchase of, Common Stock of the Company for an aggregate amount corresponding to its Percentage Obligation (as set forth on the signature page) of the Unpurchased Share Value (the “Commitment”). The Equity Investor may structure its investment in any manner it desires and may satisfy its obligation to fund the Commitment directly or indirectly through one or more affiliates and/or newly formed entities; provided, however, that no such action will reduce the amount of the Commitment or otherwise affect the obligations of the Equity Investor or the Company under this Agreement. To the extent that for any reason the Equity Investor purchases or contributes an amount less than the Commitment in accordance with the immediately preceding sentence, the corresponding obligations of the Equity Investor to fund the Commitment hereunder will be similarly reduced on a pro rata basis (and without duplication) by any amounts actually used by the Company to fund its purchase of Common Stock automatically and without any further action of the Company or the Equity Investor or any other person. Any such reduction will be pro rata among the Equity Investors based on their Percentage Obligation. Notwithstanding anything to the contrary herein, (i) the Equity Investor shall not, under any circumstances, be obligated to directly or indirectly contribute to, purchase equity of or otherwise provide funds to the Company (or any other person) in any amount in excess of the Commitment, (ii) the Commitment is payable only for the purpose described herein and the Commitment will not be payable at any other time, under any other circumstance or for any other purpose.

(b) The Company shall notify the Equity Investors not later than 10 business days in advance of each funding date set forth in Section 2.2 of the Stock Repurchase Agreement as to whether the Company will require the Equity Investors to purchase shares of Common Stock to satisfy the Company's obligations.

(c) If an Equity Investor defaults in its obligation to purchase shares pursuant to its Commitment, the other Equity Investor shall have the right, but not the obligation, to purchase such shares pursuant to the Stock Repurchase Agreement. If the other Equity Investor does not purchase such shares, the Company shall anyway be entitled to pursue any remedies against the defaulting Equity Investor pursuant to this Agreement or applicable law. For the avoidance of doubt, the failure of any Equity Investor to perform its Commitment shall not automatically increase the Commitment or Percentage Obligation of any other Equity Investor. Any shares purchased by a non-defaulting Equity Investor under this Section 1(c) shall be in addition to, and shall not reduce or satisfy, such Equity Investor's Commitment or Percentage Obligation.

(d) The Commitment will not cover any of the \$2,000,000 payable by the Company to the Sellers on the Closing Date.

(e) For the avoidance of doubt, any Common Stock purchased by an Equity Investor pursuant to its Commitment shall be purchased at a price not exceeding USD 1.05 per share.

2. Fees. As consideration for the commitment of the Equity Investors party under this Agreement, the Company agrees to pay or cause to be paid to, and for the ratable benefit of, the Equity Investors party hereto a backstop fee in an amount equal to 5.0% of the Commitment that is not used to purchase Common Stock of the Company (the "Fees"). The Fees will be fully earned and payable to the respective Equity Investor within 7 business days from the date in which the Company has actually purchased the amount of shares corresponding to the Commitment of such Equity Investor (i) in a number of shares of Common Stock of the Company with an aggregate value equal to such portion, based on the volume weighted average price per share of Common Stock of the Company for the period covering the five (5) consecutive trading days immediately preceding the date hereof or (ii) in cash, if payment in shares of Common Stock would cause the Equity Investor to exceed the Ownership Cap.

3. Ownership Cap.

(a) No Equity Investor may participate in the purchase of, or receive for the payment of Fees under Section 2 of this Agreement, Common Stock of the Company if such Equity Investor beneficially owns more than 29.99% of the Common Stock of the Company (the "Ownership Cap") issued and outstanding immediately after giving effect to (i) this Agreement, (ii) the funding for each date set forth in Section 2.2 of the Stock Repurchase Agreement or (iii) any issuance of Fees in accordance with Section 2 of this Agreement.

(b) Each Equity Investor will not, during the Backstop Term acquire or agree to acquire beneficial ownership of any shares of Common Stock, or enter into any option, warrant, derivative, swap or other agreement, arrangement or understanding that provides such Equity Investor with beneficial ownership of, or the right to acquire, vote or direct the voting of, any shares of Common Stock, if doing so would reduce the Equity Investor's ability to fund its Commitment under this Agreement without exceeding the Ownership Cap.

4. Definitions. Terms used in this Agreement and not otherwise defined are as set forth in the Stock Repurchase Agreement.

5. Termination. The obligation of Equity Investor to fund the Commitment will terminate automatically and immediately upon the earlier of (a) the satisfaction of the Commitment by such Equity Investor or (b) the termination of the Stock Repurchase Agreement in accordance with its terms provided however, that -in case neither (a) nor (b) materialize -in no event shall such obligation continue beyond 12 months from the signature of this Agreement (“Backstop Term”); provided such termination shall not relieve any party for breach prior to such termination.

6. No Modification; Entire Agreement. This Agreement may not be amended, modified, or supplemented except by an agreement in writing signed by the Company and Equity Investor. This Agreement constitutes the sole and entire agreement of Equity Investor or any of its affiliates, on the one hand, and the Company or any of its affiliates, on the other, with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter provided, however, that notwithstanding anything to the contrary in this Agreement, this Agreement shall not amend, modify, waive, terminate, supersede, or otherwise affect any rights or obligations under (i) that certain Standstill Agreement, dated as of January 30, 2023, by and between PLBY Group, Inc. and the investors party thereto, or (ii) that certain Standstill Agreement, dated as of October 30, 2024, by and between PLBY Group, Inc. and Byborg Enterprises, S.A., each of which shall remain in full force and effect in accordance with its terms.

7. Parties in Interest; Third Party Beneficiaries. This Agreement is for the sole benefit of and shall be binding upon Equity Investor and the Company and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than Equity Investor and the Company any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

8. Governing Law; Submission to Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby or shall be instituted in the Delaware Court of Chancery or, if jurisdiction is unavailable in the Delaware Court of Chancery, the federal courts of the United States of America located in the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section) shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

9. Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

10. No Assignment. The Commitment evidenced by this Agreement shall not be assignable by the Company -unless to the affiliate of an Equity Investor- without the Equity Investors’ prior written consent, nor by the Equity Investors without the Company’s prior written consent, and the granting of such consent in a given instance shall be solely in the discretion of Equity Investor or the Company, as applicable, and, if granted, shall not constitute a waiver of this requirement as to any subsequent assignment. Any purported transfer or assignment of any portion of a party's rights or obligations hereunder in contravention of this Section 8 shall be null and void ab initio.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12. Specific Performance. The Parties acknowledge that money damages would not be an adequate remedy for any breach of this Agreement, and that the non-breaching Party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach, without the necessity of proving actual damages or posting a bond or other security.

13. No Recourse. The Company acknowledges and agrees that (a) no person other than the Equity Investor has any obligation or liability hereunder and (b) neither the Company nor any third-party beneficiary of the Company may bring any lawsuit or proceeding or make any claim against or demand of any direct or indirect former, current or future equity holder, controlling person, director, trustee, officer, employee, agent, affiliate, member, manager or general or limited partner of the Equity Investor, or any former, current or future direct or indirect equity holder, controlling person, director, trustee, officer, employee, agent, general or limited partner, member, manager or affiliate of any of the foregoing (collectively, but not including the Equity Investor, the "Equity Investor Affiliates"), whether by or through attempted piercing of the corporate or any limited liability or similar veil, by or through a claim by or on behalf of the Company against any Equity Investor Affiliate or any other person, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or other applicable law, or otherwise; it being expressly agreed and acknowledged that no liability whatsoever shall attach to, be imposed on, or otherwise be incurred by any Equity Investor Affiliate, for any obligation of the Equity Investor under this Agreement, the Stock Repurchase Agreement or the transactions contemplated hereby or thereby, under any documents or instruments delivered in connection herewith or therewith, in respect of any representations made or alleged to be made in connection herewith or therewith or for any claim (whether in at law or in equity, in tort, contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation. The Company further agrees that neither it nor any of its affiliates shall have any right of recovery against the Equity Investor, any Equity Investor Affiliates or any assignee permitted in accordance with Section 10 hereof, whether by piercing of the corporate or any limited liability or similar veil, by a claim on behalf of the Company against the Equity Investor or any Equity Investor Affiliates, or otherwise, except for the Company's right to be capitalized solely by the Equity Investor under and to the extent provided in this Agreement and subject to the terms hereof. The Company hereby covenants and agrees that it shall not institute, and shall cause its controlled affiliates not to institute, any lawsuit or other proceeding or make any other claim (whether in tort, contract or otherwise) arising under, or in connection with, the Stock Repurchase Agreement or the transactions contemplated thereby, or in respect of any representations made or alleged to be made in connection therewith, against any Equity Investor or any Equity Investor Affiliate except for claims solely against any Equity Investor to fund the Commitment. In no event shall the Company or any person be entitled to recover any monetary damages against the Equity Investor, under any theory of liability (including in lieu of specific performance).

14. Relationship/Liability. The Equity Investors and the Company acknowledges and agrees that (a) this Agreement is not intended to, and does not, create any agency, partnership, fiduciary or joint venture relationship between any party hereto and any other party hereto and neither this Agreement nor any other document or agreement entered into by any party hereto relating to the subject matter hereof shall be construed to suggest otherwise, and (b) the obligations of the Equity Investors under this Agreement are solely contractual in nature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

RIZVI MASTER LLC

By /s/ Suhail Rizvi

Name: Suhail Rizvi

Title: Manager

Percentage Obligation: 55.4946%

THE MILLION S.A.R.L.

By /s/ Raffaele Zucca Alessandrelli

Name: Raffaele Zucca Alessandrelli

Title: Manager

Percentage Obligation: 44.5054%

[Signature Page to Backstop Agreement]

PLAYBOY, INC., as the Company

By /s/ Marc Crossman

Name: Marc Crossman

Title: Chief Financial Officer

[Signature Page to Backstop Agreement]

**AMENDMENT NO. 8
TO AMENDED AND RESTATED CREDIT AND GUARANTY AGREEMENT**

AMENDMENT NO. 8 TO AMENDED AND RESTATED CREDIT AND GUARANTY AGREEMENT, dated as of June 18, 2026 (this “**Agreement**”), by and among each of the Lenders (as defined in the Credit Agreement, as defined below) signatory hereto (constituting the Requisite Lenders), the Borrower (as defined below), each Guarantor (as defined in the Credit Agreement, as defined below) as of the date hereof, and DBD Credit Funding LLC (“**Fortress**”), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Collateral Agent**”), and Fortress, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**” and together with the Collateral Agent, each an “**Agent**” and, collectively, the “**Agents**”).

WHEREAS, reference is hereby made to the Amended and Restated Credit and Guaranty Agreement, dated as of May 10, 2023 (as amended, amended and restated, supplemented, refinanced, replaced, extended, or otherwise modified from time to time prior to the date hereof, the “**Credit Agreement**”), by and among PLAYBOY ENTERPRISES, INC., a Delaware corporation (the “**Borrower**”), PLAYBOY, INC., a Delaware corporation (“**Holdings**”), the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, and the Agents;

WHEREAS, the Borrower desires to effect certain amendments to the Credit Agreement; and

WHEREAS, in accordance with Section 10.5 of the Credit Agreement, the Lenders signatory hereto (constituting the Requisite Lenders), the Agents, the Borrower, and the other Persons party hereto have agreed to amend the Credit Agreement as more fully set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Defined Terms; References.

(a) Unless otherwise specifically defined herein, each term used herein which is defined in the Credit Agreement has the meaning assigned to such term in the Amended Credit Agreement (as defined below). The rules of construction and other interpretive provisions specified in Sections 1.2, 1.3 and 1.4 of the Amended Credit Agreement shall apply to this Agreement, including terms defined in the preamble and recitals hereto.

(b) As used in this Agreement, the following terms have the meanings specified below:

“**Amended Credit Agreement**” shall mean the Credit Agreement, as amended by this Agreement.

“**Amendment No. 8 Effective Date**” shall have the meaning provided in Section 6 hereof.

Section 2. Amendments.

(a) New Definitions. Section 1.1 of the Credit Agreement is hereby amended by adding the following definitions in appropriate alphabetical order:

“**Amendment No. 8**” means that certain Amendment No. 8 to Amended and Restated Credit and Guaranty Agreement, dated as of June 18, 2026, by and among the Credit Parties, the Requisite Lenders and the Agents.

“**Amendment No. 8 Effective Date**” has the meaning assigned to that term in Amendment No. 8.

“**Backstop Agreement**” means the Backstop Agreement, dated as of the Amendment No. 8 Effective Date, by and among Holdings and the Equity Investors (as defined therein), as in effect on the Amendment No. 8 Effective Date and as amended, amended and restated, supplemented, or otherwise modified after the Amendment No. 8 Effective Date, in each case, with the prior written consent of the Administrative Agent.

“**Stock Repurchase Agreement**” means the Stock Repurchase Agreement, dated as of the Amendment No. 8 Effective Date, by and among Holdings and the Sellers (as defined therein), as amended, amended and restated, supplemented, or otherwise modified from time to time.

(b) Restricted Payments. Section 6.4 of the Credit Agreement is hereby amended by deleting the word “and” at the end of clause (m) thereof, deleting “.” and inserting “; and” at the end of clause (n) thereof, and inserting the following as a new clause (o) thereof:

“(o) the Borrower may make Restricted Payments to Holdings, and Holdings may make Restricted Payments, in each case solely to the extent the proceeds thereof are used by Holdings to (i) repurchase shares of common stock of Holdings in accordance with the terms and conditions of the Stock Repurchase Agreement or (ii) make payments in accordance with the terms and conditions of the Backstop Agreement.”

(c) Fundamental Changes; Disposition of Assets; Acquisitions. Section 6.8 of the Credit Agreement is hereby amended by amending and restating clause (p) thereof to read as follows:

“(p) any transactions contemplated by the Stock Repurchase Agreement and/or Backstop Agreement, including but not limited to the assignment by Holdings of its right to purchase shares of its common stock pursuant to the Stock Repurchase Agreement to the Equity Investors (as defined in the Backstop Agreement) and any payments made by Holdings to the Equity Investors (as defined in the Backstop Agreement) under the Backstop Agreement;”

(d) Transactions with Affiliates. Section 6.11 of the Credit Agreement is hereby amended by deleting the word “and” at the end of subclause (vii) in the proviso thereof, deleting “.” and inserting “; and” at the end of subclause (viii) in the proviso thereof, and inserting the following as a new subclause (ix) in the proviso thereof:

“(ix) in each case to the extent constituting a transaction with an Affiliate of Holdings, the Stock Repurchase Agreement, the Backstop Agreement, and each of the transactions contemplated therein.”

Section 3. Effect of Agreement; Reaffirmation; Etc. Except as expressly set forth herein or in the Amended Credit Agreement, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agents under the Credit Agreement or under any other Credit Document and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of the Credit Agreement or of any other Credit Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Without limiting the foregoing, after giving effect to this Agreement, (a) each Credit Party acknowledges and agrees that (i) each Credit Document to which it is a party is hereby confirmed and ratified and shall remain in full force and effect according to its respective terms (in the case of the Credit Agreement, as amended hereby) and (ii) the Credit Documents to which it is a party, and all of the Collateral does, and in each case shall continue to, secure the payment and performance of all Obligations on the terms and conditions set forth in such Credit Documents, and hereby ratifies the security interests granted by it pursuant to such Credit Documents and (b) each Guarantor hereby confirms and ratifies its continuing unconditional obligations as a Guarantor under the Amended Credit Agreement or each Guaranty to which it is a party, as applicable. The parties hereto acknowledge and agree that the amendment of the Credit Agreement pursuant to this Agreement and all other Credit Documents amended and/or executed and delivered in connection herewith shall not constitute a novation of the Credit Agreement and the other Credit Documents as in effect prior to the Amendment No. 8 Effective Date.

Section 4. Representations of Credit Parties. Each of the Credit Parties hereby represents and warrants that:

(a) the representations and warranties set forth in Section 4 of the Amended Credit Agreement and in each other Credit Document shall be true and correct in all material respects on and as of the Amendment No. 8 Effective Date (after giving effect to this Agreement) with the same effect as though made on and as of such date (and deeming this Agreement to be a “Credit Document” for purposes of each such representation and warranty), it being understood and agreed that (i) any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date and (ii) any representation or warranty that is qualified as to “materiality”, “Material Adverse Effect” or similar language shall be true and correct in all respects (after giving effect to such qualification therein) on and as of the Amendment No. 8 Effective Date; and

(b) no Default or Event of Default has occurred and is continuing.

Section 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts) (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement. The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 6. Conditions to Effectiveness of this Agreement. This Agreement shall become effective on the date (the “**Amendment No. 8 Effective Date**”) when each of the following conditions shall have been satisfied (or waived, as applicable) and, in connection with the foregoing, the execution (which may include telecopy or electronic transmission of a signed signature page of this Agreement) of this Agreement:

(a) Delivery of Documents. The Agents and the Lenders shall have received on or before the Amendment No. 8 Effective Date the following, each in form and substance satisfactory to the Agents and, unless indicated otherwise, dated the Amendment No. 8 Effective Date:

- (i) a counterpart of this Agreement signed on behalf of each Credit Party and the Requisite Lenders; and
- (ii) the Stock Repurchase Agreement, duly executed by Holdings and the sellers party thereto.

(b) Representations and Warranties. The representations and warranties contained in Section 4(a) hereof shall be true and correct in all material respects (or, if qualified by “materiality”, “Material Adverse Effect” or similar language, in all respects (after giving effect to such qualification)) on and as of the Amendment No. 8 Effective Date, except to the extent that any such representation and warranty relates solely to any earlier date, in which case such representation and warranty shall be true and correct in all material respects (or, if qualified by “materiality”, “Material Adverse Effect” or similar language, in all respects (after giving effect to such qualification)) as of such earlier date; and

(c) No Default. No Default or Event of Default shall have occurred and be continuing on the Amendment No. 8 Effective Date or will result from this Agreement becoming effective in accordance with its terms on the Amendment No. 8 Effective Date.

Section 7. [Reserved].

Section 8. No Novation. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Credit Agreement or instruments securing the same, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith. Nothing implied in this Agreement or in any other document contemplated hereby shall discharge or release the Lien or priority of any Credit Document or any other security therefor or otherwise be construed as a release or other discharge of any of the Credit Parties under any Credit Document from any of its obligations and liabilities as a borrower, guarantor or pledgor under any of the Credit Documents, except, in each case, to any extent modified hereby.

Section 9. Administrative Agent Direction. The Lenders executing this Agreement, constituting the Requisite Lenders, hereby instruct and direct the Agents to enter into, execute, and deliver this Agreement.

Section 10. Miscellaneous. Sections 10.14, 10.15, and 10.16 of the Credit Agreement are incorporated herein by reference and apply *mutatis mutandis*. On and after the effectiveness of this Agreement, this Agreement shall for all purposes constitute a Credit Document.

Section 11. Credit Document. This Agreement is a Credit Document and all references to a “Credit Document” in the Amended Credit Agreement or any other Credit Document (including any such reference in any representation or warranty in the Amended Credit Agreement or any other Credit Document) shall be deemed to include this Agreement.

Section 12. Release. Each Credit Party in its capacity as such hereby acknowledges and agrees that: (a) neither it nor any of its Subsidiaries has any claim or cause of action against any Agent or any Lender (or any of the directors, officers, employees, agents, attorneys or consultants of any of the foregoing (in its capacity as such)) by reason of any act, omission or thing whatsoever done or omitted to be done, in each case, on or prior to the Amendment No. 8 Effective Date directly arising out of, connected with or related to this Agreement, the Credit Agreement or any other Credit Document, or any act, event or transaction related or attendant thereto, or the agreements of Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of any Credit Party, or the making of any Loans or other advances, or the management of such Loans or other advances or the Collateral and (b) the Agents and the Lenders have heretofore properly performed and satisfied in a timely manner all of their obligations to the Credit Parties, and all of their Subsidiaries and Affiliates in respect of the Credit Agreement and each other Credit Document. Notwithstanding the foregoing, the Agents and the Lenders wish (and the Credit Parties in their capacities as such agree) to eliminate any possibility that any past conditions, acts, omissions, events or circumstances would impair or otherwise adversely affect any of their rights, interests, security and/or remedies. Accordingly, for and in consideration of the agreements contained in this Agreement and other good and valuable consideration, each Credit Party (in its capacity as such for itself and its Subsidiaries and Affiliates and the successors, assigns, heirs and representatives of each of the foregoing, each in their respective capacities as such) (collectively, the “**Releasors**”) does hereby fully, finally, unconditionally and irrevocably release, waive and forever discharge the Agents and the Lenders, together with their respective Affiliates and Related Funds, and each of the directors, officers, employees, agents, attorneys and consultants of each of the foregoing, in each case, in their respective capacities as such (collectively, the “**Released Parties**”), from any and all debts, claims, allegations, damages, costs, attorneys’ fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done, in each case, on or prior to the Amendment No. 8 Effective Date directly arising out of, connected with or related to this Agreement, the Credit Agreement or any other Credit Document, or any act, event or transaction related or attendant thereto, or the agreements of Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of any Credit Party, or the making of any Loans or other advances, or the management of such Loans or other advances or the Collateral. Each Credit Party represents and warrants that it has no knowledge of any claim by any Releasor against any Released Party or of any facts or acts or omissions of any Released Party which on the date hereof would be the basis of a claim by any Releasor against any Released Party which would not be released hereby.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

PLAYBOY ENTERPRISES, INC., as Borrower

By: /s/ Marc Crossman
Name: Marc Crossman
Title: Chief Financial Officer

PLAYBOY, INC., as Holdings and a Guarantor

By: /s/ Marc Crossman
Name: Marc Crossman
Title: Chief Financial Officer

PLAYBOY ENTERPRISES INTERNATIONAL, INC., as a Guarantor

By: /s/ Marc Crossman
Name: Marc Crossman
Title: Chief Financial Officer

PBTV LLC, as a Guarantor

By: /s/ Marc Crossman
Name: Marc Crossman
Title: Chief Financial Officer

ARTWORK HOLDINGS LLC, as a Guarantor

By: /s/ Marc Crossman
Name: Marc Crossman
Title: Chief Financial Officer

PRODUCTS LICENSING LLC, as a Guarantor

By: /s/ Marc Crossman
Name: Marc Crossman
Title: Chief Financial Officer

PLAYBOY SPIRITS, LLC, as a Guarantor

By: /s/ Marc Crossman
Name: Marc Crossman
Title: Chief Financial Officer

PLAYBOY.COM, INC., as a Guarantor

By: /s/ Marc Crossman
Name: Marc Crossman
Title: Chief Financial Officer

PLAYBOY NEW VENTURE LLC, as a Guarantor

By: /s/ Marc Crossman
Name: Marc Crossman
Title: Chief Financial Officer

CHINA PRODUCTS LICENSING LLC, as a Guarantor

By: /s/ Marc Crossman
Name: Marc Crossman
Title: Chief Financial Officer

PB GLOBAL ACQUISITION CORP., as a Guarantor

By: /s/ Marc Crossman
Name: Marc Crossman
Title: Chief Financial Officer

CENTERFOLD DIGITAL INC., as a Guarantor

By: /s/ Marc Crossman
Name: Marc Crossman
Title: Chief Financial Officer

HONEY BIRDETTE US INC, as a Guarantor

By: /s/ Marc Crossman
Name: Marc Crossman
Title: Chief Financial Officer

HONEY BIRDETTE (UK) LIMITED, as a Guarantor

By: /s/ Marc Crossman
Name: Marc Crossman
Title: Director

[Signature Page to Amendment No. 8 to Amended and Restated Credit and Guaranty Agreement]

Executed as a deed by PLBY Australia Pty Ltd as a Guarantor in accordance with section 127 of the *Corporations Act 2001* (Cth)

/s/ Christopher Riley
Signature of director

Christopher Riley
Name of director (print)

/s/ Kimberley Kidd
Signature of director/company secretary
(Please delete as applicable)

Kimberley Kidd
Name of director/company secretary (print)

By signing above, each director or secretary (as applicable) consents to electronic signing of this document (in whole or in part), represents that they hold the position or are the person named with respect to their execution and authorises any other director or secretary (as applicable) to produce a copy of this document bearing his or her signature for the purpose of signing the copy to complete its signing under section 127 of the Corporations Act. The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.

Executed as a deed by Honey Birdette (Aust.) Pty Ltd as a Guarantor in accordance with section 127 of the *Corporations Act 2001* (Cth)

/s/ Christopher Riley
Signature of director

Christopher Riley
Name of director (print)

/s/ Kimberley Kidd
Signature of director/company secretary
(Please delete as applicable)

Kimberley Kidd
Name of director/company secretary (print)

By signing above, each director or secretary (as applicable) consents to electronic signing of this document (in whole or in part), represents that they hold the position or are the person named with respect to their execution and authorises any other director or secretary (as applicable) to produce a copy of this document bearing his or her signature for the purpose of signing the copy to complete its signing under section 127 of the Corporations Act. The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.

DBD CREDIT FUNDING LLC,
as the Administrative Agent and the Collateral Agent

By: /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: Chief Financial Officer

[Signature Page to Amendment No. 8 to Amended and Restated Credit and Guaranty Agreement]

FLF I SECURITIES L.P.,
as a Lender

By: Fortress Lending Advisors LLC, its investment manager

By: /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: Chief Financial Officer

FORTRESS CREDIT OPPORTUNITIES XVII CLO LIMITED,
as a Lender

By: FCO XVII CLO CM LLC, its collateral manager

By: /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: Chief Financial Officer

DRAWBRIDGE SPECIAL OPPORTUNITIES FUND LTD.,
as a Lender

By: Drawbridge Special Opportunities Advisors LLC, its investment manager

By: /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: Chief Financial Officer

DBDB FUNDING LLC,
as a Lender

By: /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: Chief Financial Officer

FORTRESS CREDIT OPPORTUNITIES XI CLO LIMITED,
as a Lender

By: FCOD CLO Management LLC, its collateral manager

By: /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: Chief Financial Officer

FORTRESS CREDIT OPPORTUNITIES XV CLO LIMITED,
as a Lender

By: FCOD CLO Management LLC, its collateral manager

By: /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: Chief Financial Officer

FORTRESS CREDIT OPPORTUNITIES IX CLO LIMITED,
as a Lender

By: FCOD CLO Management LLC, its collateral manager

By: /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: Chief Financial Officer

DRAWBRIDGE SPECIAL OPPORTUNITIES FUND LP,
as a Lender

By: Drawbridge Special Opportunities GP LLC, its general partner

By: /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: Chief Financial Officer

DRAWBRIDGE DSO SECURITIES LLC,
as a Lender

By: /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: Chief Financial Officer

[Signature Page to Amendment No. 8 to Amended and Restated Credit and Guaranty Agreement]

Playboy to Repurchase 16.6 Million Shares at 28% Discount to Market Value

Opportunistic Buyback of Fortress's Entire Position Represents Nearly 15% of Outstanding Shares

Negotiated Payment Schedule Through Year End Preserves Balance Sheet Flexibility and is Immediately Accretive to EPS

Remaining Purchase Price is Backstopped through Commitments from Rizvi Traverse and Byborg

LOS ANGELES, CA — June 22, 2026 — Playboy, Inc. (NASDAQ: PLBY) (the “Company” or “Playboy”), a global pleasure and leisure company, today announced that, on June 18, 2026, it entered into a definitive agreement to repurchase approximately 16.6 million shares of its common stock — the entire equity position held by funds managed by affiliates of Fortress Investment Group (“Fortress”) — at a fixed price of \$1.05 per share, for total consideration of approximately \$17.4 million.

Ben Kohn, CEO of Playboy, said: “We have one of the largest and most valuable brands in the world and one that would be nearly impossible to replicate today. We have continued to improve operating performance with five consecutive quarters of positive adjusted EBITDA, have a clear plan to drive meaningful growth moving forward through our four revenue lines. We believe the intrinsic value of the Company is considerably higher than today’s price and therefore this was an extremely compelling capital opportunity, and we moved decisively to seize it. In one privately negotiated transaction, we have agreed to repurchase nearly 15% of our total shares outstanding at a meaningful discount to today’s market value. The transaction is immediately accretive to earnings per share.

“We funded the first purchase with cash from our balance sheet, and based on operating performance plan to use cash from our balance sheet as well as other financing means to fund the balance. In addition, the deal is fully backstopped with commitments from our two largest stockholders, and I am thankful for their continued support of the Company.”

Under the terms of the agreement, Playboy paid \$2.0 million at execution and will pay the remaining approximately \$15.4 million in three scheduled installments through December 31, 2026, at a fixed price of \$1.05 per share. The Company may accelerate purchases at any time at its discretion. During the term of the agreement, Fortress has agreed not to sell, transfer, or otherwise dispose of the shares subject to the agreement. The agreement is fully backstopped by an affiliate of Rizvi Traverse Management, LLC and The Million S.a.r.l. (an affiliate of Byborg Enterprises SA), who have agreed to purchase the shares directly from Fortress, pro rata based on their current Playboy stockholdings, to the extent the Company does not.

Fortress’s decision to sell the shares does not impact Playboy’s business, strategy or prospects. The negotiated structure provides Fortress with a certain and efficient exit for a position of this scale, while eliminating the risk and impact of the 16.6 million shares being sold on the open market.

Mr. Kohn continued: “This agreement is a win for both sides. Together we structured a transaction that gives Fortress a clean, orderly exit while delivering extraordinary value to our shareholders. We thank the Fortress team for their years of partnership and support.”

The transaction follows a recent cadence of operational execution by the Company — including 5 consecutive quarters of positive adjusted EBITDA, the Byborg licensing deal, the landmark China joint venture with United Trademark Group and the accelerated paydown of senior debt — that have strengthened Playboy’s operating performance and balance sheet and positioned the Company to create value for shareholders.

About Playboy, Inc.

Playboy (Nasdaq: PLBY) is a global pleasure and leisure company, built on one of the most globally recognized brands. By leveraging its iconic intellectual property, Playboy pursues an asset-light model across licensing, digital content, consumer products and experiential offerings, helping consumers worldwide to live more fulfilling lives. To learn more, please visit <https://investors.playboy.com>.

Forward-Looking Statements

This press release includes “forward-looking statements” within the meaning of the “safe harbor” provisions of the United States Private Securities Litigation Reform Act of 1995. The Company’s actual results may differ from their expectations, estimates, and projections and, consequently, you should not rely on these forward-looking statements as predictions of future events. Words such as “expect”, “estimate”, “project”, “budget”, “forecast”, “anticipate”, “intend”, “plan”, “may”, “will”, “could”, “should”, “believes”, “predicts”, “potential”, “continue”, and similar expressions (or the negative versions of such words or expressions) are intended to identify such forward-looking statements. These forward-looking statements include, without limitation, the Company’s expectations with respect to the share repurchase transaction described herein, including the Company’s ability to fund and complete the scheduled installment payments, the expected sources of funding, the net impact on outstanding shares, and the expected benefits of the transaction to shareholders.

These forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially from those discussed in the forward-looking statements. Factors that may cause such differences include, but are not limited to: (1) risks related to the Company’s ability to fund and complete the scheduled repurchase payments; (2) the risk that the stockholders providing the backstop will fail to fund and complete the scheduled repurchase payments; (3) the inability to maintain the listing of the Company’s shares of common stock on Nasdaq; (4) the risk that the Company’s completed or proposed transactions disrupt the Company’s current plans and/or operations, including the risk that the Company does not complete any such proposed transactions or achieve the expected benefits from any transactions; (5) the ability to recognize the anticipated benefits of corporate transactions, commercial collaborations, cost reduction initiatives and proposed transactions, which may be affected by, among other things, competition, the ability of the Company to grow and manage growth profitably, and the Company’s ability to retain its key employees; (6) costs related to being a public company, corporate transactions, commercial collaborations and proposed transactions; (7) changes in applicable laws or regulations; (8) the possibility that the Company may be adversely affected by global hostilities, supply chain delays, inflation, interest rates, tariffs, foreign currency exchange rates or other economic, business, and/or competitive factors; (9) risks relating to the uncertainty of the projected financial information of the Company, including changes in the Company’s estimates of cash flows and the fair value of certain of its intangible assets, including goodwill; (10) risks related to the organic and inorganic growth of the Company’s businesses, and the timing of expected business milestones; (11) changing demand or shopping patterns for the Company’s products and services; (12) failure of licensees, suppliers or other third-parties to fulfill their obligations to the Company; (13) the Company’s high concentration of licensing revenue from a small number of licensees; (14) the Company’s ability to comply with the terms of its indebtedness and other obligations; (15) changes in financing markets or the inability of the Company to obtain financing on attractive terms; and (16) other risks and uncertainties indicated from time to time in the Company’s annual report on Form 10-K, including those under “Risk Factors” therein, and in the Company’s other filings with the Securities and Exchange Commission. The Company cautions that the foregoing list of factors is not exclusive, and readers should not place undue reliance upon any forward-looking statements, which speak only as of the date which they were made. The Company does not undertake any obligation to update or revise any forward-looking statements to reflect any change in its expectations or any change in events, conditions, or circumstances on which any such statement is based.

Investor Relations Contact

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