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): September 1, 2026

XPONENTIAL FITNESS, INC.
(Exact name of registrant as specified in its charter)

Delaware	001-40638	84-4395129
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

17877 Von Karman Ave., Suite 100
Irvine, CA 92614
(Address of principal executive offices) (Zip Code)

(949) 346-3000
(Registrant's telephone number, including area code)

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(s)	Name of each exchange on which registered
Class A Common Stock, par value $0.0001 per share	XPOF	New York Stock Exchange

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.

On September 8, 2026, Xponential Fitness, Inc. (the "Company") announced the appointment of Jennifer Ryu as the Chief Financial Officer of the Company, effective as of October 19, 2026. Ms. Ryu succeeds Robert Julian, who has served as interim Chief Financial Officer of the Company since March 2026.

Ms. Ryu, age 51, brings more than 25 years of experience in finance, merger and acquisition ("M&A"), accounting, margin improvement and strategic execution at both public and private companies. Since 2019, she has served as Executive Vice President and Chief Financial Officer of Resources Connection Inc., a publicly traded global professional services firm, where she led finance, accounting, investor relations and M&A initiatives, including efforts to modernize the company's operating and financial infrastructure, enhance performance management and strengthen long-term profitability. From February 2014 to April 2019, Ms. Ryu served as the Chief Accounting Officer of Young's Holdings, a holding company for wine and spirits sales and marketing companies. Her experience also includes senior finance leadership roles at Kaiser Aluminum Corporation, a publicly traded aluminum manufacturing company. Ms. Ryu began her career in public accounting at Deloitte. Ms. Ryu holds a B.A. in business economics and accounting from the University of California, Los Angeles.

In connection with the appointment of Ms. Ryu as the Chief Financial Officer of the Company, the Company entered into an offer letter with Ms. Ryu (the "Offer Letter"). Pursuant to the Offer Letter, Ms. Ryu's initial annual base salary is $550,000, and she is eligible to participate in the Company's annual cash bonus program, with a target bonus opportunity of 60% of her annual base salary, based on the achievement of Company and personal performance goals. Ms. Ryu is entitled to a guaranteed cash bonus of $250,000 for 2027, to be paid in March 2028, and will receive a sign-on bonus of $150,000, to be paid within 30 days of the start date. Ms. Ryu is entitled to receive a new hire and annual recurring grant with aggregate value of $1.7 million, 50% of which will be granted in the form of time-based restricted stock units and 50% in the form of performance share units. Ms. Ryu will be a participant in the Executive Severance Plan of the Company and will be entitled to severance payments upon severance eligible terminations as set forth therein.

Ms. Ryu has also entered into an indemnification agreement with the Company in the form executed with other executives of the Company.

The foregoing summary description of the Offer Letter is included to provide certain information regarding its terms and is qualified in its entirety by reference to the full text of the Offer Letter, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

There are no arrangements or understandings between Ms. Ryu and any other person pursuant to which she was selected as an officer. There are no family relationships between Ms. Ryu and any director or executive officer of the Company. There are no transactions in which Ms. Ryu has an interest requiring disclosure under Item 404(a) of Regulation S-K.

Item 7.01. Regulation FD Disclosure.

On September 8, 2026, the Company issued a press release announcing the appointment of Ms. Ryu as the Chief Financial Officer of the Company. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

The information in Item 7.01 of this current report on Form 8-K (including Exhibit 99.1 furnished herewith) shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

10.1	Offer Letter, by and between the Company and Jennifer Ryu†
99.1	Press Release dated September 8, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

† Denotes a management contract or compensatory plan, contract, or arrangement.

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.

XPONENTIAL FITNESS, INC.

Date: September 8, 2026

By:	/s/ Gavin O'Connor
Name	Gavin O'Connor
Title	Chief Legal Counsel, Chief Administrative Officer and Secretary

August 31, 2026

Jenn Ryu
Via CZ Partners

Jenn,

I am pleased to conditionally offer you, pending a background check, the Full-Time Exempt position of **Chief Financial Officer** for Xponential Fitness LLC ("Company") pursuant to the terms set forth in this offer letter. A summary of the initial compensation related to this offer is listed below. You will be responsible for the duties set forth on the position spec provided by CZ Partners.

GENERAL INFORMATION

Position: Chief Financial Officer
Start Date: October 19, 2026
Report To: Mike Nuzzo, CEO

COMPENSATION PACKAGE

Base Salary: $550,000 per year, less payroll deductions and withholdings, paid on the Company's normal payroll schedule. As an exempt employee, you will not be entitled to overtime pay and your salary is intended to cover all hours worked including any hours worked more than 40 in a workweek or overtime as otherwise defined by applicable state law.

Annual Incentive Bonus: As part of your compensation plan, you are eligible for participation in the Annual Incentive Plan. Your target bonus opportunity is **60%** of your annual base salary, contingent upon both company and personal performance. Bonuses will be awarded based on annual performance from 1/1/20XX to 12/31/20XX and if earned, will be paid in Q1 of the following Plan year. To be eligible for the AIP, you must be hired by October 1.

For 2027, you will receive a **guaranteed $250,000** gross bonus to be paid during the normal AIP bonus cycle, expected to be in March 2028.

Sign-On Bonus: You will receive a **$150,000 gross sign-on bonus,** which is considered as taxable earnings, within 30 days of your start date. Should you voluntarily leave the organization within 12 months of your hire date, you agree to reimburse the company, pro-rated, by no later than your separation effective date.

Long-Term Incentive: You will receive a new hire and annual recurring grant of **$1.7M** in equity, comprised of 50% Restricted Stock Units (RSUs) and 50% Performance Share Units (PSUs), under the Long-Term Incentive Plan (the "Plan") aka as the Omnibus Plan. Your grant is subject to the terms of the Plan and Award Agreements and board approval.

Severance: Please see the attached Executive Severance Plan for details related to severance. You are considered an Executive in the Tier category.

Indemnification Agreement: As an Executive Officer of the Company you will receive an Indemnification Agreement as part of your onboarding documents through Legal.

Cell Phone Allowance: $45/monthly

BENEFITS

You will be eligible to participate in all currently offered company benefits for regular, full-time employees, including medical benefits, 401K, paid vacation, ESPP and sick leave, subject to the terms, conditions, limitations, and exclusions of those programs. Details regarding currently offered company benefits will be made available to you at the beginning of your employment.

You will have 31 days from your first day to complete your benefit enrollment. On the first day of the month following your date of hire with the company, your elected health coverage will go into effect. You will be eligible to participate in our company-wide 401(k) plan after 60 days of employment. The Company currently matches employee contributions to 4% of base salary, which may be subject to change or discontinued in the future. Such contributions will fully vest upon completion of your second year of employment. Further enrollment details will be shared upon your first day of employment during orientation.

You will have the opportunity to enroll in our Employee Stock Purchase Program (the "ESPP") where you will be able to purchase XPOF stock at a discount. There are two open enrollment windows throughout the calendar year, and the dates will be released later. The Company will deduct from your paycheck taxes assessed on any discount realized on purchases under the ESPP at your withholding rate. You are encouraged to consult with your tax professional regarding your potential tax liability in connection with your participation in the ESPP.

Currently, exempt employees do not accrue vacation and are not subject to any limits in how much vacation they take per year. Supervisors will approve paid vacation requests based on the employee's progress on work goals or milestones, status of projects, fairness to the working team, and productivity and efficiency of the employee. An employee's ability to take vacation is not a form of additional wages for services performed, but rather evidence of the Company's commitment to provide exempt employees with a flexible work schedule. Since vacation is not allotted or accrued, there is no "unused" vacation time to be carried over from one year to the next nor paid out upon termination. A full description of these benefits is available for your review. The Company may change compensation and benefits from time to time at its discretion.

TERMS OF EMPLOYMENT

As a Company employee, you will be expected to abide by Company rules and policies, including, without limitation, all rules and policies set forth in the Company's employee handbook.

This offer of employment is contingent upon the successful completion of a satisfactory background check. The Company reserves the right to rescind this offer of employment if the background check reveals information that is not satisfactory.

By signing below, you acknowledge, represent and warrant to the Company that you are not now under any obligation of a contractual nature to any person, business or other entity which is inconsistent or in conflict with this letter or which would prevent you from fulfilling your obligations for the Company.

While we hope that your employment will be mutually beneficial and rewarding, it is important that we note that you will be employed on an "at will" basis. Employment means that either you or Xponential Fitness LLC can terminate employment without notice, at any time, and with or without cause or reason. No statements or actions on the part of anyone at Xponential Fitness LLC of his or her title can change the at-will nature of your employment. The only way that the "at will" nature of employment may be changed is through a written contract for employment that expressly specifies different terms of employment, and which is signed by Human Resources. This represents an integrated agreement with respect to the at-will nature of your employment relationship and must be agreed to as a condition of your acceptance of this offer of employment.

This letter and attachments represent the entire offer, and no prior or subsequent oral commitments are effective. With the sole exception of the "at will" nature of employment, which shall always remain in effect, Xponential Fitness LLC reserves the right to make changes regarding any term or aspect of this agreement. By signing below, you acknowledge that you are not relying on any representations other than those set forth in this letter.

We hope that you are as excited as we are to have you join Xponential and will accept our offer of employment. Please signify your understanding and acceptance of the terms set forth in this letter. This offer will expire on 9/1/2026.

Please see the attached Executive Benefits Overview Guide, Omnibus Plan, Severance, and AIP Bonus Plan.

Sincerely,

/s/ Mike Nuzzo	/s/ Fabienne Lopez
Chief Executive Officer	Chief People Officer

ACKNOWLEDGMENT

I have read, understood and accepted all the terms and conditions of employment.

Signature /s/ Jenn Ryu Date 8/31/2026

Jenn Ryu

Exhibit 99.1

Xponential Fitness, Inc. Appoints Jennifer Ryu as Chief Financial Officer

IRVINE, Calif.—(BUSINESS WIRE)—Xponential Fitness, Inc. (NYSE: XPOF) ("Xponential" or the "Company"), one of the leading global franchisors of boutique health and wellness brands, today announced the appointment of Jennifer Ryu as Chief Financial Officer, effective as of October 19, 2026, following the previously announced search process. Ms. Ryu will succeed Robert Julian, who has served as interim Chief Financial Officer since March 2026. Mr. Julian will remain a consultant to the Company to ensure a smooth transition.

Ms. Ryu brings more than 25 years of experience in finance, merger and acquisition, accounting, margin improvement and strategic execution at both public and private companies.

Since 2019, she has served as Executive Vice President and Chief Financial Officer of Resources Connection Inc., a publicly traded global professional services firm, where she has led finance, accounting, investor relations, including efforts to modernize the company's operating and financial infrastructure, enhance performance management and strengthen long-term profitability. Her experience also includes senior finance leadership roles at Young's Holdings and Kaiser Aluminum Corporation, a publicly traded aluminum manufacturing company. Ms. Ryu began her career in public accounting at Deloitte. Ms. Ryu holds a B.A. in business economics and accounting from the University of California, Los Angeles.

Mike Nuzzo, CEO of Xponential Fitness, Inc., said, "We are pleased to welcome Jennifer to Xponential as Chief Financial Officer. Her extensive public company experience, operational mindset, and track record across finance, capital allocation and investor relations, combined with her disciplined, data-driven approach, make her a strong addition to our leadership team."

Mr. Nuzzo continued, "On behalf of the Board and the entire Xponential team, I thank Robert for his leadership and contributions during his time at Xponential. His experience and steady guidance over the last several months have been valuable to the Company, and we appreciate his continued support in ensuring a seamless transition."

Ms. Ryu commented, "I am excited to join Xponential and work alongside the leadership team. Xponential has a differentiated portfolio of brands and a compelling opportunity ahead. I look forward to bringing a disciplined, operational approach to the finance function and supporting the Company's franchisees, employees, and shareholders."

As previously announced, the Board of Directors of the Company has initiated a review of strategic alternatives to maximize shareholder value. This review is ongoing and Led by the Company's independent directors and supported by Jefferies as financial advisor.

About Xponential Fitness, Inc.

Xponential Fitness, Inc. (NYSE: XPOF) is one of the Leading global franchisors of boutique health and wellness brands. Through its mission to deliver the talents, assets, and capabilities necessary for successful franchise growth, the Company operates a diversified platform of five brands spanning modalities including Pilates, barre, stretching, strength training, and yoga. In partnership with its franchisees and master franchisees, Xponential offers energetic, accessible, and personalized workout experiences Led by highly qualified instructors in studio Locations throughout the U.S. and internationally, with franchise, master franchise and international expansion agreements in 49 U.S. states, Puerto Rico, and 29 additional countries. Xponential's portfolio of brands includes Club Pilates, the Largest Pilates brand in the United States; Stretchlab, a concept offering one-on-one and group stretching services; YogaSix, the Largest franchised yoga brand in the United States; Pure Barre, a total body workout that uses the ballet barre to perform small isometric movements and the Largest barre brand in the United States; and BFT, a functional training and strength-based program. For more information, please visit the Company's website at xponential.com.

Forward-Looking Statements

This press release contains forward-Looking statements that are based on current expectations, estimates, forecasts and projections of future performance based on management's judgment, beliefs, current trends, and anticipated financial performance. Forward-Looking statements include, without Limitation, statements regarding the expected contributions of Ms. Ryu, the Company's strategic priorities and growth prospects, and the anticipated Leadership transition. Forward-Looking statements involve risks and uncertainties that may cause actual results to differ materially from those contained in the forward-Looking statements. These factors include, but are not limited to: franchisees' ability to generate sufficient revenues; our ability to anticipate and satisfy consumer preferences; risks related to Loss of reputation and brand awareness; our ability to manage changes in executive leadership; our ability to attract and retain key senior management and key employees; risks relating to expansion into international markets; macroeconomic conditions or economic downturns; geopolitical uncertainty, including the impact of the presidential administration in the U.S. trade policies and tariffs; general economic conditions and industry trends; and other risks as described in our SEC filings, including our Annual Report on Form 10-K for the full year ended December 31, 2025, and other periodic reports filed with the SEC. Other unknown or unpredictable factors or underlying assumptions subsequently proved to be incorrect could cause actual results to differ materially from those in the forward-looking statements. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, level of activity, performance, or achievements. You should not place undue reliance on these forward-looking statements. All information provided in this press release is as of today's date, unless otherwise stated, and Xponential undertakes no duty to update such information, except as required under applicable law.

Contacts

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Media Content