

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

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended February 1, 2025

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number: 1-33338

AMERICAN EAGLE OUTFITTERS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

77 Hot Metal Street, Pittsburgh, PA
(Address of principal executive offices)

13-2721761
(I.R.S. Employer
Identification No.)

15203-2329
(Zip Code)

Registrant's telephone number, including area code: (412) 432-3300

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	AEO	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES ☒ NO ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Sections 15(d) of the Act. YES ☐ NO ☒

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

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

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

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

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

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

The aggregate market value of voting and non-voting common equity held by non-affiliates of the registrant as of August 3, 2024 was \$3,895,085,181.

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date: 172,514,102 Common Shares were outstanding at March 19, 2025.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Company's definitive proxy statement for the 2025 Annual Meeting of Stockholders are incorporated by reference into Part III herein of this Annual Report on Form 10-K. The registrant expects to file such definitive proxy statement with the Securities and Exchange Commission within 120 days of its fiscal year ended February 1, 2025.

AMERICAN EAGLE OUTFITTERS, INC.

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FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K ("Annual Report") contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the Securities Act) and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act") that are based on the views and beliefs of management, as well as assumptions and estimates made by management. Actual results could differ materially from such forward-looking statements as a result of various risk factors, including those that may not be in the control of management. All statements other than statements of historical facts contained in this Annual Report are forward-looking statements. Words such as "estimate," "project," "plan," "believe," "expect," "anticipate," "intend," "potential," and similar expressions may identify forward-looking statements. Our forward-looking statements include, but are not limited to, statements about:

- the planned opening of approximately five to 15 American Eagle stores and approximately 25 to 40 Aerie and OFFLINE stores, which will be a mix of stand-alone and Aerie side-by-sides, during Fiscal 2025;
- the anticipated selection of approximately 90 to 100 American Eagle and Aerie stores in the United States ("U.S.") and Canada for remodeling during Fiscal 2025;
- the potential net closure of approximately 15 to 20 American Eagle stores at the expiration of their lease term, primarily in North America, during Fiscal 2025;
- the success of our core American Eagle and Aerie brands through our omni-channel and licensed outlets within North America and internationally;
- the success of our business priorities and strategies;
- the continued validity of our trademarks;
- our performance during the back-to-school and holiday selling seasons;
- the reduction of operating expenses and capital expenditures, including through our profit improvement program, and impact on our results of operations;
- the accuracy of the estimates and assumptions we make pursuant to our critical accounting policies and estimates;
- the payment of a dividend in future periods;
- our ability to fund our current and long-term cash requirements through current cash holdings and available liquidity, including under our revolving credit facility;
- the possibility that product costs are adversely affected by foreign trade issues (including import tariffs and other trade restrictions imposed by the U.S., China or other countries), currency exchange rate fluctuations, increasing prices for raw materials, supply chain issues, political instability or other reasons;
- the possibility of changes in global economic and financial conditions, and resulting impacts on consumer confidence and consumer spending, as well as other changes in consumer discretionary spending habits;
- the effect of inflation on our business;
- the possibility that we may be required to take additional impairment or other restructuring charges;
- the impact of any global pandemic on macroeconomic conditions; and
- the ability of our distribution centers and stores to maintain adequate staffing to meet increased customer demand.

Because these forward-looking statements involve risks and uncertainties, there are important factors that could cause our actual results to differ materially from those in the forward-looking statements. Potential risk factors include the risk factors discussed under the heading "Risk Factors" under Part I, Item 1A of this Annual Report. Any forward-looking statement speaks only as of the date on which such statement is made, and we do not intend to correct or update any forward-looking statement, whether as a result of new information, future events, or otherwise, except as required by law.

PART I

Item 1. Business.

Company Overview

American Eagle Outfitters, Inc. (the “Company,” “AEO,” “we,” “us,” and “our”) is a leading global specialty retailer with a portfolio of beloved apparel brands. We operate and license nearly 1,500 retail stores worldwide and are online at www.ae.com and www.aerie.com in the U.S. and internationally.

Rooted in optimism, inclusivity, and authenticity, AEO's brands empower every customer to celebrate their unique personal style. We offer casual, comfortable, timeless outfitting and high-quality products that are made to last under the American Eagle (“AE”) brand, and intimates, apparel, activewear, and swim collections under the Aerie and OFFLINE by Aerie brands. We sell directly to consumers through our retail channel, which includes our stores and concession-based shops-within-shops. We operate stores in the U.S., Canada, and Mexico. We also have license agreements with third parties to operate American Eagle and Aerie stores and online marketplace businesses throughout Asia (including India), Europe, Latin America, and the Middle East.

We also operate Todd Snyder New York (“Todd Snyder”), a premium menswear brand; Unsubscribed, which focuses on consciously made, slow fashion; and Quiet Platforms, which primarily serves as AEO's regionalized fulfillment center network while also utilizing excess space to service appropriate third-party customers.

Operating Segments

The Company has identified two operating segments (American Eagle brand and Aerie brand) that also represent our reportable segments and reflect the Chief Operating Decision Maker's (defined as our CEO) internal view of analyzing results and allocating resources. Additionally, our Todd Snyder and Unsubscribed brands and Quiet Platforms have been identified as separate operating segments; however, as they do not meet the quantitative thresholds for separate disclosure they are presented under the Other caption. Refer to Note 14, Segment Reporting, to the Consolidated Financial Statements included herein for additional information.

Fiscal Year

Our fiscal year is a 52- or 53-week year that ends on the Saturday nearest to January 31. As used herein, “Fiscal 2025” refers to the 52-week period that will end on January 31, 2026, “Fiscal 2024” refers to the 52-week period ended February 1, 2025, “Fiscal 2023” refers to the 53-week period ended February 3, 2024, and “Fiscal 2022” refers to the 52-week period ended January 28, 2023.

Brands

American Eagle

American Eagle is a leading American jeans and apparel brand, the go-to destination for casual style, embraced by generations since 1977. We are rooted in authenticity, powered by positivity and inspired by our community. Our collections are designed to inspire self-expression and empower our customers to celebrate their own uniqueness.

Our brands are expanding products under our Real Good label, which reflects higher environmental standards compared to conventional methods and integrates more sustainable raw materials. Today, nearly all AE jeans are made under the Real Good label.

As of February 1, 2025, we operated 829 AE stores. We offer American Eagle products online at www.ae.com.

Aerie

Built on a platform of power, positivity and no photo retouching - inspiring people to love their real selves, Aerie is a fast-growing lifestyle brand offering intimates, apparel, activewear, and swim collections. With the #AerieREAL™ movement, we celebrate our community by promoting positivity, confidence and empowerment. As part of our Real Good promise, we create swimsuits, bras, and underwear with materials made from recycled polyester, recycled nylon fabric or sustainably sourced cotton.

OFFLINE by Aerie offers a complete collection of activewear and accessories made for real movement and real comfort. Built on the success of Aerie's leggings and sports bras, OFFLINE's unique take on an active lifestyle celebrates real life - when some days you feel like you can take on the world and other days you need that extra push to get off the couch. This is activewear for everywhere life takes you. Our Real Good promise extends to the OFFLINE collections with some of our best-selling fleece, leggings and tees made with the planet in mind.

As of February 1, 2025, we operated 318 Aerie brand stand-alone stores, inclusive of 42 OFFLINE stand-alone stores and 39 OFFLINE side-by-side stores connected to an Aerie brand location. Included in the 829 AE brand store count described above, we also operated 183 Aerie side-by-side stores connected to an AE brand location, five locations with an AE brand location, Aerie brand location and OFFLINE connected as one store, and six OFFLINE side-by-side stores connected to an AE brand location. These locations are included within the 829 AE store count described above.

In addition, Aerie brand merchandise is sold online at www.aerie.com and certain items are sold in AE brand stores.

Todd Snyder New York

A premium menswear brand informed by heritage, yet updated for today, with an emphasis on versatility and comfort. Todd Snyder offers signature essentials, statement pieces, custom suiting and iconic accessories reflective of quintessential American style. From bespoke tailoring to innovative capsule collections - good style can be attainable and playful.

As of February 1, 2025, we operated 19 Todd Snyder stores. We offer Todd Snyder products online at www.toddsnyder.com.

Unsubscribed

A truly unique brand offering consciously-made, slow fashion with timeless clothing and accessories, Unsubscribed offers one-of-a-kind vintage pieces that represent socially conscious and ethically produced practices. Each store is a unique experience that respects and highlights the heritage of the space and the surrounding community. We are making wise choices through planet-first practices, emphasizing local makers, natural fibers, and a desire to produce pieces that stand the test of time in both style and quality.

As of February 1, 2025, we operated six Unsubscribed stores. We offer Unsubscribed products online at www.unsubscribed.com.

Key Business Priorities & Strategy

In Fiscal 2025, we continue to be focused on our "Powering Profitable Growth" strategy with the following priorities:

- Amplify our brands
- Execute with financial discipline
- Optimize our operating capabilities

The Company will leverage customer-focused capabilities and continue to strengthen its return on investment ("ROI") discipline, while building on the power of AEO's people, culture and purpose.

Real Estate

We ended Fiscal 2024 with 1,172 Company-owned stores, and 371 licensed store locations. Our AE brand stores average approximately 7,100 gross square feet and our Aerie brand stand-alone stores, inclusive of OFFLINE stand-alone stores, average approximately 6,200 gross square feet. The weighted-average square footage of our Company-owned stores decreased by 6% to 6.8 million during Fiscal 2024.

Company-Owned Stores

Our Company-owned retail stores are located in shopping malls, lifestyle centers, and street locations in the U.S., Canada, and Mexico.

Refer to Note 15, Impairment, Restructuring and Other Charges, to the Consolidated Financial Statements included in this Annual Report for additional information regarding impairment charges related to our Company-owned stores.

The following table provides the number of our Company-owned stores in operation as of February 1, 2025 and February 3, 2024.

	Fiscal Years Ending	
	February 1, 2025	February 3, 2024
AE Brand:		
United States	684	696
Canada	72	75
Mexico	73	64
Hong Kong	-	16
Total AE Brand ⁽¹⁾	829	851
Aerie Brand:		
United States	273	262
Canada	28	30
Mexico	17	16
Hong Kong	-	2
Total Aerie Brand ⁽²⁾	318	310
Todd Snyder	19	16
Unsubscribed	6	5
Total Consolidated	1,172	1,182

(1) Includes 183 Aerie side-by-side stores connected to an AE brand location, five locations with AE brand, Aerie brand and OFFLINE connected as one store, and six OFFLINE side-by-side stores connected to an AE brand location.

(2) Includes 42 OFFLINE stand-alone stores and 39 OFFLINE side-by-side stores connected to an Aerie brand location.

The following table provides the changes in the number of our Company-owned stores for the past five fiscal years:

Fiscal Year	Beginning of Year	Opened	Closed	End of Year
2024	1,182	49	(59) ⁽¹⁾	1,172
2023	1,175	42	(35)	1,182
2022	1,133	87	(45)	1,175
2021	1,078	103	(48)	1,133
2020	1,095	40	(57)	1,078

(1) Includes 13 Hong Kong locations converted to licensed retail stores in the fourth quarter of Fiscal 2024. Refer to Note 15, Impairment, Restructuring and Other Charges, to the Consolidated Financial Statements included in this Annual Report for additional information regarding Hong Kong retail operations.

Licensed Operations

Our international licensing partners acquire the right to sell, promote, market, and/or distribute various categories of our products in a given geographic area and to source products from us. International licensees' rights include the right to own and operate retail stores and may include rights to sell in wholesale markets and shop-in-shop concessions and operate online marketplace businesses. As of February 1, 2025, our international licensing partners operated in 371 licensed retail stores and concessions, as well as wholesale markets, online brand sites, and online marketplaces in approximately 30 countries.

We plan to continue to increase the number of locations under license agreements or similar arrangements as part of our disciplined approach to global expansion.

AEO Direct

We sell merchandise through our digital channels, www.ae.com, www.aerie.com, and our AEO apps, both domestically and internationally in approximately 90 countries. We also sell AE and Aerie brand merchandise on various international online marketplaces. We offer Todd Snyder and Unsubscribed brand products online at www.toddsnyder.com and www.unsubscribed.com, respectively. The digital channels reinforce each particular brand platform and are designed to complement the in-store experience.

Over the past several years, we have invested in building our technologies and digital capabilities. We focused our investments in three key areas: making significant advances in mobile technology, investing in digital marketing to drive qualified traffic to our site and improving the digital customer experience to drive increased conversion.

Omni-Channel

In addition to our investments in technology, we have invested in building omni-channel capabilities to better serve customers and gain operational efficiencies. These upgraded technologies provide a single view of inventory across channels, connecting physical stores directly to our digital store and providing our customers with a more convenient and improved shopping experience. Our distribution network is fully omni-channel and services both stores and digital businesses. We offer the ability for customers to return products seamlessly via any channel regardless of where the products were originally purchased. We also offer a variety of channels to fulfill customer orders. These include “ship to home,” which can be fulfilled either through our distribution center or our store sites (buy online, ship from stores) when purchased online or through our apps; “store pick-up,” which consists of online orders being fulfilled either in store or curbside, and “store-to-door” where customers order within our store, and the goods are shipped directly to their home. We are currently evaluating our digital capabilities by using cloud-based technology infrastructure and will enhance these channels with appropriate and reliable machine learning models intended to improve our customer experience.

Customer Loyalty Program

Real Rewards by American Eagle and Aerie™ (the “Program”) is a highly digitized loyalty program available in AEO stores and online at www.ae.com and www.aerie.com. The Program features a variety of engaging benefits for loyalty members and credit card members.

Real Rewards by American Eagle and Aerie™ highlights include:

- Faster earn rates by level, which equal more rewards;
- Exclusive access to member promotions, discounts, and experiences;
- Enhanced shipping perks; and
- Special card-member discounts and tier benefits.

Under the Program, members accumulate points based on purchase activity and earn rewards by reaching a point threshold. Members earn dollar rewards in the form of discount savings certificates. Rewards earned are valid through the stated expiration date, which is 60 days from the issuance date of the reward. Rewards not redeemed during the 60-day redemption period are forfeited.

Merchandise Suppliers

We design our merchandise, which is manufactured by third-party factories. During Fiscal 2024, we purchased substantially all of our merchandise from non-North American suppliers. We sourced merchandise through vendors located throughout the world, primarily in Asia, and did not source more than 10% of our merchandise from any single factory or supplier. Although we purchase a significant portion of our merchandise through a single international buying agent, we do not maintain any exclusive commitments to purchase from any one vendor.

We maintain quality control departments at our distribution centers to inspect incoming merchandise shipments for overall quality of manufacturing. Inspections are also made by our employees and agents at manufacturing facilities to identify quality issues prior to shipment of merchandise.

We maintain an extensive factory inspection program to monitor compliance with our Supplier Code of Conduct. New garment factories must pass an initial inspection in order to do business with us and we continue to review their performance against our guidelines regarding working conditions, employment practices, and compliance with local laws through internal audits by our compliance team and the use of third-party monitors. We strive to partner with suppliers who respect local

laws and share our dedication to utilize best practices in human rights, labor rights, environmental practices, and workplace safety. We are a certified, validated member of the Customs-Trade Partnership Against Terrorism program ("CTPAT"), a designation we have held since 2004. CTPAT is a voluntary program offered by U.S. Customs and Border Protection ("CBP") in which an importer agrees to work with CBP to strengthen overall supply chain security. In 2016, we were accepted into the Apparel, Footwear, and Textiles Center, one of CBP's Centers of Excellence and Expertise ("CEE"). The CEEs were created to ensure uniformity, create efficiencies, reduce redundancies, enhance industry expertise, and facilitate trade, all with a final goal of reduced costs at the border and allowing CBP to focus on high-risk shipments.

Inventory and Distribution

Merchandise is shipped directly from our vendors and deconsolidated to our Company-owned distribution centers in Hazleton, Pennsylvania and Ottawa, Kansas, our regional distribution centers strategically located throughout the U.S., or our Canadian distribution center in Mississauga, Ontario. Additionally, some products are shipped directly to stores, which reduces transit times and lowers operating costs. We contract with a third-party distribution center in Mexico to service our Company-owned stores and e-commerce operations in the region.

Regulation

We and our products are subject to regulation by various federal, state, local, and foreign regulatory authorities. Substantially all of our products are manufactured by foreign suppliers and imported by us, and we are subject to a variety of trade laws, customs regulations, and international trade agreements. Apparel and other products sold by us are under the jurisdiction of multiple governmental agencies and regulations, including, in the U.S., the Federal Trade Commission and the Consumer Products Safety Commission. These regulations relate principally to product labeling, marketing, licensing requirements, and consumer product safety requirements and regulatory testing. We are also subject to regulations governing our employees both globally and in the U.S., and by disclosure and reporting requirements for publicly traded companies established under existing or new federal or state laws, including the rules and regulations of the Securities and Exchange Commission ("SEC") and New York Stock Exchange ("NYSE").

Our licensing partners, buying/sourcing agents, and the vendors and factories with which we contract for the manufacture and distribution of our products are also subject to regulation. Our agreements require our licensing partners, buying/sourcing agents, vendors, and factories to operate in compliance with all applicable laws and regulations including the Uyghur Forced Labor Prevention Act, and we are not aware of any violations that could reasonably be expected to have a material adverse effect on our consolidated business or operating results.

Human Capital Management

Our people come first. As of February 1, 2025, we employed approximately 44,000 associates throughout the world, of whom approximately 35,000 were part-time or seasonal associates. We employed approximately 38,000 associates in the U.S., of whom approximately 30,000 were part-time or seasonal associates.

Our values of People, Innovation, Passion, Integrity, and Teamwork are the backbone of our Company and are at the center of every decision, every product and every interaction - they represent the foundation of our Better Together culture. We all have a vital role to play in creating an environment where everyone feels respected and empowered while we continue to grow as a community that promotes individuality and difference.

To evaluate our Better Together culture, we look holistically at all the beliefs, values and behaviors that reflect how our best work is done. We aim to ensure there is alignment between what is espoused and what is practiced. We believe that our consistently strong internal employee satisfaction scores, corporate exit survey data, and other ratings demonstrate the achievement of this goal.

Our culture model is composed of Listening, Observing, Supporting, and Informing:

- **Listening** to our associates, customers and candidates through reviews of culture surveys, exit surveys, on-boarding surveys, third-party reporting, LinkedIn responses, and hotline reporting; we also support open door engagement and conduct Company-wide town halls and leader-directed roundtables on a periodic basis.
- **Observing** who we are and what our associates are doing by regularly reviewing data that includes retention rates.

- **Supporting** a positive Company culture through programs and processes for eligible associates that promote our strong values and address leadership development opportunities, work-life integration, well-being initiatives, fair pay initiatives, family support, and inclusion programs.
- **Informing** and clearly communicating our values, modeling the behaviors we expect, and providing training and feedback.

Our Board of Directors (our “Board”) plays an important role in the oversight of our talent and culture and devotes time each quarter to receiving updates from senior management on matters that include employee engagement, turnover and retention rates, talent development, leadership, and succession planning initiatives.

TALENT MANAGEMENT PROGRAMS

We utilize an integrated set of talent management tools and programs, rooted in our values, that thread through the entire talent lifecycle. Consistent talent reviews, performance evaluations, equitable pay practices and succession planning have contributed to a full-time voluntary and mutual turnover rate of approximately 23% for Fiscal 2024, which includes our store associates, as compared to our 25% five year Company average. We support associate development through numerous programs, including AEO Academy, an online training platform that provides eligible associates with continuous learning opportunities. AEO Academy has over 3,000 modules, which in the aggregate were completed 475,000 times during Fiscal 2024. Our focus on associate development led to a full-time promotion rate of approximately 25% for Fiscal 2024 compared to our 24% five year Company average.

IDEA

At AEO, we believe Inclusion, Diversity, Equity & Access (“IDEA”) is a key part of our Better Together culture. Our values are at the center of every decision, product, and interaction. This means aiming to ensure that all people are respected and feel that being their authentic selves will not be a barrier to personal or professional fulfillment and growth. Our mission is to achieve sustainable progress in the pillars of hiring, community, and development through strategic, data-supported, and people-centric action. Our values are at the center of every decision, product, and interaction. This means making sure that all people are respected and feel that being their authentic selves will not be a barrier to personal or professional fulfillment and growth.

We have three IDEA Pillars: Hiring, Community and Development.

Hiring. AEO believes that our differences and individuality make us stronger as an organization. Through continual improvement of hiring processes and the strategic expansion of where we find and cultivate candidates, we believe that we can attract and convert top talent.

Community. Our associates have the freedom to be themselves, uniquely helping to create a vibrant community. We believe that AEO is a place where our people are excited to come to work, believe in the work that they do, feel valued, and are appreciated for their contributions. At AEO we also know we not only have the power to touch lives within our Company but also can make a lasting impact in the communities in which we operate. We know that living our values of People, Innovation, Passion, Integrity and Teamwork will allow us to enrich our internal and external communities and sustain our inclusive culture.

Development. We believe in equipping our leaders and our associates with the necessary resources to create and maintain an inclusive workplace, investing in the career progression of associates, and developing a pipeline of future and emerging leaders.

During Fiscal 2024 we continued to strengthen AEO through IDEA initiatives, including:

- Our Structured Hiring process, an opportunity to operationalize a more thoughtful and standardized approach to hiring, and is designed to yield a more accessible and inclusive process.
- Leveraged partnerships with external organizations such as The Advanced Leadership Institute (TALI), Carnegie Mellon University, and the National Retail Federation to expand the scope and reach of development opportunities, particularly focusing on emerging leaders.
- The expansion of our Networks and Connection (our Employee Resource Groups) membership further into non-corporate populations allowing for greater associate engagement nationwide. For example, the Real Pride

Network organized and coordinated Pride Month events across the country with local store associates and community-based organizations.

- Consistent with our goal to strategically expand our sources of talent acquisition, we engaged with organizations and departments within both colleges and universities frequently referred to as predominantly white institutions (PWIs) and historically black colleges and universities (HBCUs), highlighted by closer partnerships with organizations at the University of Pittsburgh, Howard University, Indiana University (Bloomington) and North Carolina Central University.

TOTAL REWARDS

Our compensation programs are designed to attract and retain highly skilled, performance-oriented associates who live our brands and embody our Better Together culture. We focus on delivering simple, straightforward compensation programs that our associates can easily understand. Ensuring that our teams are rewarded for delivering results is a key priority.

We strive to make compensation decisions that are fair and, to this end, regularly evaluate compensation through both an internal and external lens. We focus on internal pay equity and conduct regular benchmarking to ensure competitiveness to the external market.

Our compensation programs include three key elements that deliver a balanced opportunity for both the short and long term:

- **Competitive base pay rates**, which are aligned to specific roles and skills, market rates, and relevant experience;
- **Incentive bonuses for full-time associates**, which are structured to deliver financial rewards for the delivery of monthly, quarterly, or annual results; and
- **Annual stock awards** for over 550 leaders and key individual contributors throughout areas of the business, including the senior management team, which provide a commonality of interest between our leaders and shareholders.

As part of a total compensation strategy, we offer a broad suite of plans and programs to our workforce, understanding that their needs and priorities vary. Subject to the satisfaction of certain eligibility requirements, our full-time associates have access to a variety of medical, dental and vision plan offerings. In the U.S., our largest market, we also offer holistic well-being programs, a 401(k), Employee Stock Purchase Plan, student loan debt support, onsite health care centers in key locations, and paid parental and caregiver leave.

HEALTH AND SAFETY

Our associates, customers, and partners' health, safety, and security are at the forefront of our Company values and operational priorities. We are steadfastly dedicated to a people-first philosophy and commit to comprehensive health, safety, and security programs that permeate every level of our organization.

Our Health and Safety Management Program is engineered to employ proactive strategies in community health monitoring, accident prevention, and thorough associate training, thus ensuring swift and effective responses to any arising issues. This program ingrains safety as a collective responsibility, where management is not only responsible but fully accountable for upholding the high standards established by our company.

By concentrating our efforts on analyzing leading health and safety-related indicators, we proactively address potential risks, aiming to preempt accidents before they occur. We achieve this by observing and coaching our associates' work practices to ensure any unsafe behavior is promptly corrected.

An annual benchmarking and auditing process underscores AEO's commitment to excellence, the results of which are reviewed by our executive management team. We then implement corrective actions to address identified deficiencies, thus reinforcing our safety framework.

Our multi-layered approach to security, bolstered by technology, training regimes, and vigilance, has positioned AEO as a benchmark for safety in our industry.

Our embrace of groundbreaking security technologies is the foundational principle that creates an optimal working and shopping environment at AEO. By employing sophisticated screening techniques for personnel and vehicles and incorporating AI and advanced analytics, we enhance situational awareness and early detection capabilities to identify any security deviations deserving prompt attention.

Additionally, AEO's investment in global risk and threat intelligence reflects our proactive stance on identifying and mitigating potential threats from various sources, including health pandemics, natural disasters, geopolitical shifts, and global conflicts. Our focused risk analysis and proactive communication effectively safeguard our people, products, and property worldwide.

Competition

The global retail apparel industry is highly competitive both in stores and online. We compete with various local, national, and global apparel retailers, as well as the casual apparel and footwear departments of department stores and discount retailers, primarily on the basis of quality, fashion, service, selection, and price.

Trademarks and Service Marks

We have registered AMERICAN EAGLE OUTFITTERS®, AMERICAN EAGLE®, AE®, AEO®, LIVE YOUR LIFE®, AERIE®, OFFLINE BY AERIE® and various eagle designs with the U.S. Patent and Trademark Office. We also have registered or have applied to register substantially all of these trademarks with the registries of the foreign countries in which our stores, e-commerce sites, and/or manufacturers are located and/or where our product is shipped.

We have registered AMERICAN EAGLE OUTFITTERS®, AMERICAN EAGLE®, AE®, AEO®, LIVE YOUR LIFE®, AERIE®, and various eagle designs with the Canadian Intellectual Property Office. We also have applied to register OFFLINE BY AERIE™ for a variety of products including clothing and apparel.

In the U.S. and in other countries around the world, we also have registered, or have applied to register, a number of other marks used in our business, including TODD SNYDER®, UNSUBSCRIBED®, AE77®, and AE 24/7™, and our pocket stitch designs also have been registered as protected marks and/or have been adjudicated by courts in the U.S. as protected marks.

Our registered trademarks are renewable indefinitely, and their registrations are properly maintained in accordance with the laws of the country in which they are registered. We intend to use, renew, and enforce our trademarks in accordance with our business plans.

Seasonality

Historically, our operations have been seasonal, with a large portion of total net revenue and operating income occurring in the third and fourth fiscal quarters, reflecting increased demand during the back-to-school and year-end holiday selling seasons, respectively. Our quarterly results of operations also may fluctuate based upon such factors as the timing of certain holiday seasons, the number and timing of new store openings, the acceptability of seasonal merchandise offerings, the timing and level of markdowns, store closings and remodels, competitive factors, weather and general economic and political conditions.

Information About our Executive Officers

Marisa A. Baldwin, age 54, has served as our Chief Human Resources Officer since September 2021. Prior to joining us, Ms. Baldwin served as Chief Human Resources Officer at Ascena Retail Group/ANN Inc. from November 2019 to May 2021; as Senior Vice President, Human Resources & Corporate Communications (ANN INC.) from 2015 to 2019; and as Vice President, Human Resources, ANN INC. from 2011 to 2015. Prior thereto, Ms. Baldwin served in human resources leadership roles focused on the growth and expansion of Starbucks Corporation and building a culture of inclusion at Diageo North America, Inc.

Jennifer M. Foyle, age 58, has served as our President, Executive Creative Officer – AE and Aerie since June 2021 and as Chief Creative Officer, AEO Inc. and Global Brand President – Aerie from September 2020 to June 2021. Prior thereto she served as our Global Brand President - Aerie since 2015. Ms. Foyle served as Executive Vice President, Chief Merchandising Officer - Aerie from February 2014 to January 2015 and Senior Vice President, Chief Merchandising Officer – Aerie from August 2010 to February 2014. Prior to joining us, Ms. Foyle was President of Calypso St. Barth from 2009 to 2010. In addition, she was the Chief Merchandising Officer at J. Crew Group, Inc., from 2003 to 2009. Early in her career,

Ms. Foyle was the Women's Divisional Merchandise Manager for Gap Inc. from 1999 to 2003 and held various roles at Bloomingdales from 1988 to 1999.

Michael A. Mathias, age 50, has served as our Executive Vice President and Chief Financial Officer since April 2020. Prior thereto, he served as Senior Vice President, Financial Planning & Analysis from October 2017 to April 2020, and in various key financial and operational roles since joining us in 1998 through 2014. From 2016 to 2017, Mr. Mathias served as Vice President, Financial Planning and Strategy at General Nutrition Centers, Inc. From 2014 to 2016, he served as President and Managing Partner of SY Ventures.

Jay L. Schottenstein, age 70, has served as our Executive Chairman and Chief Executive Officer since December 2015. Prior thereto, Mr. Schottenstein served as our Executive Chairman, Interim Chief Executive Officer from January 2014 to December 2015. He has also served as the Chairman of the Company and its predecessors since March 1992. He served as our Chief Executive Officer from March 1992 until December 2002 and prior to that time, he served as a Vice President and Director of our predecessors since 1980. He has also served as Chairman of the Board and Chief Executive Officer of Schottenstein Stores Corporation ("SSC") since March 1992 and as President since 2001. Prior thereto, Mr. Schottenstein served as Vice Chairman of SSC from 1986 to 1992. He has been a Director of SSC since 1982. Mr. Schottenstein also has served since March 2005 as Executive Chairman of the Board of Directors of Designer Brands Inc. (f/k/a DSW Inc.) (NYSE: DBI) and formerly served as that company's Chief Executive Officer from March 2005 to April 2009. He has also served as a member of the Board of Directors for Albertsons Companies, Inc. (NYSE: ACI) from 2006 to 2022. He has also served as an officer and director of various other entities owned or controlled by members of his family since 1976.

Available Information

Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and any amendments to those reports, that we electronically file with or furnish to the SEC, pursuant to Section 13(a) or Section 15(d) of the Exchange Act, as well as our definitive proxy materials filed with the SEC pursuant to Section 14 of the Exchange Act, are all available under the Investor Relations section of our website at www.aeo-inc.com. These reports and materials are made available as soon as reasonably practicable, free of charge, after such reports and materials are electronically filed with or furnished to the SEC. Alternatively, you may access these reports at the SEC's website at www.sec.gov.

Our corporate governance materials, including our corporate governance guidelines, the charters of our audit, compensation, and nominating governance and corporate social responsibility committees, and our code of ethics may also be found under the Investor Relations section of our website at www.aeo-inc.com. Copies of these corporate governance materials are also available upon written request.

Additionally, our investor presentations are available under the Investor Relations section of our website at www.aeo-inc.com. These materials are available no later than the time they are presented at investor conferences.

We have included the above website addresses and other website addresses throughout this report as inactive textual references only. The information contained on or accessible through any of our websites or any other websites is not incorporated by reference in this Annual Report and should not be considered part of this Annual Report.

Item 1A. Risk Factors

Macroeconomic and Industry Risks

Global economic conditions and the effect of economic pressures and other business factors on discretionary consumer spending and changes in consumer preferences have had, and could continue to have, a material adverse effect on our business, results of operations and financial condition.

The uncertain state of the global economy continues to impact businesses around the world, including ours. The success of our operations is highly dependent on consumer spending, which can be negatively impacted by economic conditions and other factors that affect disposable consumer income, including income taxes, payroll taxes, employment, consumer debt, interest rates, increases in energy costs and consumer confidence. A worsening of economic conditions, in particular in the U.S., could adversely affect discretionary consumer spending, which could, in turn, negatively impact our revenues and operating results. In the past, such as during the COVID-19 pandemic, weakness in consumer discretionary spending has led to a decrease in demand for our products and, correspondingly, in our results of operations and financial condition. Declines in consumer spending have and, in the future, may result in decreased demand for our products, increased inventories, lower revenues, higher discounts, pricing pressure and lower gross margins. Inflation and other macroeconomic pressures in the U.S. and the global economy such as rising or uncertain interest rates, new or increased tariffs imposed by the U.S. government, supply chain disruptions, recession fears, geopolitical conflicts, such as Russia's invasion of

Ukraine and the conflict in the Middle East, continue to create a complex and challenging retail environment for us and our customers, and consumers may reduce discretionary spending. If global economic and financial market conditions deteriorate, the following factors could have a material adverse effect on our business, operating results and financial condition:

- During Fiscal 2024, interest rates continued to be volatile, coupled with risks relating to a potential recession, contributed to softness in consumer confidence, which remained below pre-COVID-19 pandemic levels. Additionally, risks relating to a potential recession during Fiscal 2025 remain. Any of these factors could lead to a decrease in consumer spending.
- We may be negatively impacted by changes in consumer preferences and discretionary spending habits such as consumers reallocating spending to non-apparel retail discretionary consumer spending.
- We may be unable to access financing in the credit and capital markets at reasonable rates.
- We conduct transactions in various currencies, which creates exposure to fluctuations in foreign currency exchange rates relative to the U.S. dollar, in particular the Mexican peso and Canadian dollar. Continued volatility in the markets and exchange rates for foreign currencies could have a significant impact on our reported operating results and financial condition.
- Continued volatility in the availability and prices for commodities and raw materials we use in our products and in our supply chain (such as cotton) and related inflationary pressures could have a material adverse effect on our costs, gross margins and profitability.
- If our suppliers or other participants in our supply chain experience difficulty obtaining financing needed for their operations in the capital and credit markets, it may result in delays or non-delivery of our products.

In uncertain economic environments, we cannot predict whether or when such circumstances may improve or worsen, or what impact, if any, such circumstances could have on our business, results of operations, cash flows and financial position.

Our inability to anticipate and respond to changing consumer preferences and fashion trends and fluctuations in consumer demand in a timely manner could adversely impact our business and results of operations.

The specialty retail apparel business fluctuates according to changes in the economy and consumer preferences and trends, which are dictated by fashion trends and season and may shift quickly. These fluctuations can materially impact our sales and gross margins and are exacerbated by the fact that merchandise is typically ordered well in advance of a selling season. While we work to identify trends for products and product categories, as well as consumer preferences, on an ongoing basis and aim to offer inventory and shopping experiences that meet such trends and preferences, we may not do so effectively and/or on a timely basis. As a result, we are vulnerable to changes in consumer demand, pricing shifts and the timing and selection of merchandise purchases.

Our future success depends, in part, upon our ability to anticipate, identify and respond to fashion trends and changing consumer preferences, as well as changes in consumer spending patterns, in a timely manner. Lead times for many of our design and purchasing decisions may make it more difficult for us to respond rapidly to new or changing apparel trends or consumer acceptance of our products. Our failure to enter into agreements for the manufacture and purchase of merchandise in a timely manner could, among other things, lead to a shortage of inventory and lower sales. Changes in fashion trends, if unsuccessfully identified, forecasted or responded to markdowns or write-offs, could negatively impact our ability to achieve or maintain profitability and have a material adverse effect on our business partners. We expect continuously changing fashion-related trends and consumer tastes to influence future demand for our products. Changes in consumer tastes, fashion trends and brand reputation can have an impact on our financial performance. If we or are unable to anticipate and respond to fashion trends and changing consumer demands, and/or if we are unable to maintain a strong brand reputation, our business could suffer.

Seasonality may cause sales to fluctuate and negatively impact our results of operations.

Historically, our operations have been seasonal, with a large portion of total net revenue and operating income occurring in the third and fourth fiscal quarters, reflecting increased demand during the back-to-school and year-end holiday selling seasons, respectively. Because of this seasonality, factors negatively affecting us during the third and fourth fiscal quarters of any year, including adverse weather or unfavorable economic conditions, could have a material adverse effect on our financial condition and results of operations for the entire year. As a result, we may not be able to accurately predict our quarterly sales. Accordingly, our results of operations are likely to fluctuate significantly from period to period. Our quarterly results of operations also may fluctuate based upon such factors as the timing of certain holiday seasons, the number and

timing of new store openings, the acceptability of seasonal merchandise offerings, the timing and level of markdowns, store closings and remodels, competitive factors, weather, and general economic and political conditions.

This seasonality, along with other factors that are beyond our control, including public health events, social or political unrest, general economic conditions, changes in consumer preferences, weather conditions, including the effects of climate change, the availability of import quotas, transportation disruptions and foreign currency exchange rate fluctuations, could adversely affect our business and cause our results of operations to fluctuate.

We operate in a highly competitive industry, and we face significant pricing pressures from existing and new competitors.

The sale of apparel, accessories, intimates, and personal care products is a highly competitive business with numerous participants, including individual and chain specialty apparel retailers, fast-fashion retailers, local, regional, national, and international department stores; discount stores and online businesses. Competition in the apparel industry is particularly enhanced in the digital marketplace, where there are new entrants in the market, greater pricing pressure and heightened customer expectations and competitive pressure related to, among other things, customer engagement, delivery speed, shipping charges and return privileges. In addition, fast fashion, value fashion and off-price retailers have shifted customer expectations of pricing for well-known brands and have contributed to additional promotional and pricing pressure in recent years. Changing consumer preferences has resulted and may continue to result in new competition for our products. The substantial sales growth in the digital channel within the last several years has increased competition due to new entrants and established competitors, particularly in terms of customer engagement, delivery speed, shipping charges and return privileges. Some of these competitors have robust digital consumer experiences and highly efficient delivery systems. Furthermore, an overall decrease in mall traffic continues to place a greater reliance on the digital channel, which in turn increases competitive risks with respect to digital and online sales.

We face a variety of competitive challenges, including:

- Anticipating and quickly responding to changing consumer demands or preferences better than our competitors;
- Maintaining favorable brand recognition and effective marketing of our products to consumers in several demographic markets;
- Sourcing merchandise efficiently;
- Developing innovative, high-quality merchandise in styles that appeal to our customers and in ways that favorably distinguish us from our competitors;
- Countering the aggressive pricing and promotional activities of many of our competitors; and
- Anticipating and quickly responding to changing consumer shopping preferences and practices, including the increasing shift to digital brand engagement, social media communication, and online shopping.
- Safely evaluating and incorporating new technologies, such as artificial intelligence ("AI"), machine learning, and other relevant innovation.

Additionally, our competitors may outpace us in incorporating new technologies, such as AI, into their product offerings and engagement with customers, which could affect our competitiveness and operational outcomes. Our efforts to utilize these technological advancements may not be successful, may result in substantial integration and maintenance costs, and may expose us to additional risks. Personal information within any dataset collected from our business for AI purposes may be vulnerable to unauthorized acquisition or access, compromise or loss, which could lead to heightened business and security costs, reputational damage, administrative penalties, significant legal and financial exposure. The content, analyses, or recommendations generated by AI programs, if deficient, inaccurate, or biased, could adversely impact our business, financial condition, and operational results, as well as our reputation. Moreover, ethical concerns associated with AI could lead to brand damage, competitive disadvantages, or legal repercussions. Any problems with our implementation or use of AI or other technological advancements could negatively impact our business or results of our operations.

In light of the many competitive challenges we face, we may not be able to compete successfully in the future, which may result in lower market share. Additionally, increases in the number of our competitors could reduce our sales, which in turn could have a material adverse effect on our results of operations and financial condition.

Our results could be adversely affected by events beyond our control, such as natural disasters, public health crises, political crises and results of elections, negative global climate patterns, or other catastrophic events.

Our operations, those of our licensees, our suppliers, or our customers, could be negatively impacted by various events beyond our control, including, without limitation, natural disasters, such as hurricanes, tornadoes, floods, earthquakes, extreme cold events, unseasonably warm weather, and other adverse weather conditions; public health crises, such as pandemics and epidemics; political crises, such as terrorist attacks, war, geopolitical uncertainty, labor unrest, and other political instability (including, without limitation, the ongoing war between Russia and Ukraine and the conflict in the Middle East); negative global climate patterns, especially in water-stressed regions; or other catastrophic events, such as fires or other disasters occurring at our distribution centers or our vendors' manufacturing facilities, whether occurring in the U.S. or internationally. In particular, these types of events could impact our supply chain from or to the impacted region, our ability or the ability of our licensees or other third parties to operate our stores or websites, or our business as a whole if the impacted region includes our corporate offices, stores, or distribution centers. In addition, these types of events could negatively impact consumer spending in the impacted regions or, depending upon the severity, globally. Disasters occurring at our vendors' manufacturing facilities could impact our reputation and consumers' perception of our brands. To the extent that any of these events occur, our operations and financial results could be adversely affected. In addition, the impacts of climate change could result in changes in regulations or consumer preferences, which could in turn affect our business, operating results, and financial condition.

Impairment to goodwill, intangible assets, and other long-lived assets could adversely impact our profitability.

Significant negative industry or general economic trends, changes in customer demand for our product, disruptions to our business, and unexpected significant changes or planned changes in our operating results or use of long-lived assets may result in impairments to goodwill, intangible assets, and other long-lived assets.

Strategic Risks

Our inability to grow and optimize our digital channels and leverage omni-channel capabilities could adversely impact our business.

We have made, and expect to continue to make, significant investments in building our technologies and digital capabilities in three key areas: mobile technology, digital marketing, and the digital customer experience. While we have made significant capital investments in these areas, there is no assurance that we will realize expected returns on those investments or be successful in growing and optimizing digital channels.

In addition, digital operations are subject to numerous risks, including reliance on third-party computer hardware/software and service providers, data breaches, violations of evolving laws and regulations, including those relating to online privacy, credit card fraud, telecommunication failures, electronic break-ins and similar compromises, AI and machine learning, and disruption of internet service. Changes in U.S. and foreign governmental regulations may also negatively impact our ability to deliver products to our customers through our digital channels. Failure to successfully respond to these risks may adversely affect sales as well as damage the reputation of our brands.

As omni-channel retailing continues to evolve, our customers are increasingly more likely to shop across multiple channels that work in tandem to meet their needs. In addition, our competitors are also investing in omni-channel initiatives, some of which may be more successful than our initiatives. Our inability to respond to changes in consumer behavior and our competitive environment, or to successfully maintain and expand our omni-channel business may have an adverse impact on our results of operations. See “— Operational Risks — Our failure to manage growth in our omni-channel operations and the resulting impact on our distribution and fulfillment networks may have an adverse effect on our results of operations.”

Our failure to manage growth in our omni-channel operations and the resulting impact on our distribution and fulfillment networks may have an adverse effect on our results of operations.

Increasingly, consumers are using mobile-based devices and applications to shop online with us and with our competitors, and to do comparison shopping, as well as to engage with us and our competitors through digital services and experiences that are offered on mobile platforms. In Fiscal 2024, digital sales represented 37% of our total revenue. In order to grow and remain competitive, we will need to continue to adapt to future changes in technology, including the development of AI, to address the changing demands of consumers. Any failure on our part to provide attractive, effective, reliable, secure, user-friendly digital commerce platforms that offer a wide assortment of merchandise with rapid delivery options and that continually meet the changing expectations of online shoppers or any failure to provide attractive digital experiences to our customers could place us at a competitive disadvantage, result in the loss of digital commerce and other sales, harm our reputation with consumers, have a material adverse impact on the growth of our digital commerce business globally and have a material adverse impact on our business and results of operations.

Our omni-channel operations are subject to numerous risks that could have a material adverse effect on our results. Risks include, but are not limited to, the difficulty in recreating the in-store experience; our ability to anticipate and implement innovations in technology and logistics in order to appeal to existing and potential consumers who increasingly rely on multiple channels to meet their shopping needs; and the failure of and risks related to the systems that operate our web infrastructure, websites and the related support systems, including computer viruses, theft of consumer information, privacy concerns, telecommunication failures and electronic break-ins and similar disruptions.

Our failure to maintain efficient and uninterrupted fulfillment operations could also have a material adverse effect on our results of operations. The satisfaction of consumers who shop online depends on, among other matters, their timely receipt of merchandise that meets their expectations. If we encounter difficulties with our distribution facilities, or if the facilities were to shut down for any reason, including as a result of fire, natural disaster or work stoppage, we could face shortages of inventory, incur significantly higher costs and longer lead times associated with distributing our products to consumers, and cause consumer dissatisfaction. Any of these issues could have a material adverse effect on our operations, financial condition and cash flows.

Failure to define, launch and communicate a brand-relevant customer experience could have a negative impact on our growth and profitability.

We strive to build strong emotional connections with our customers and to enrich the customer experience, including through our loyalty program, Real Rewards by American Eagle and Aerie™, which offers customer incentives including earning points that are converted to reward dollars that can be redeemed on future purchases, in addition to other bonus offers. If our marketing and customer experience programs, including our loyalty program, are unsuccessful, or if our competitors are more effective with their programs than we are, our financial results and profitability may be negatively affected.

Our inability to execute on our key business priorities could have a negative impact on our growth and profitability.

Our success depends on our ability to execute on our key priorities. Achieving these key business priorities depends on us executing our strategies successfully, and the initiatives that we implement in connection with these goals may not resonate with our customers, or be successful in achieving their intended goals. It may take longer than anticipated to generate the expected benefits of our initiatives, and there can be no guarantee that pursuing these key priorities will result in improved operating results or achievement of a given priority. Misalignment and competing initiatives could result in inefficiencies, erroneously prioritized efforts, and resource dilution. Failure to implement our key business priorities successfully could have a negative impact on our growth and profitability.

Our current international operations and efforts to further expand internationally expose us to risks inherent in operating in other countries.

We continue to pursue additional international expansion initiatives, where appropriate, which include Company-owned stores and stores operated by third parties through licensing arrangements in select international markets. The effect of international expansion arrangements on our business and results of operations is uncertain and will depend upon various factors, including the demand for our products in new markets internationally. Furthermore, although we provide store operation training, literature and support, to the extent that a licensee does not operate its stores in a manner consistent with our requirements regarding our brand and customer experience standards, our business results and the value of our brand could be negatively impacted.

As we pursue our international expansion initiatives, we are subject to certain laws, including the Foreign Corrupt Practices Act, as well as the laws of the foreign countries in which we operate, which may impose new or changing regulatory restrictions and requirements, including in the areas of data privacy, sustainability and responses to climate change. Violations of these laws could subject us to actions of government regulatory authorities, including sanctions, import restrictions, and tariffs, or other penalties that could have an adverse effect on our reputation, operating results and financial condition.

A failure to implement our expansion initiatives properly, or the adverse impact of political or economic risks in our current or new international markets, could have a material adverse effect on our results of operations and financial condition. In certain international markets we have limited prior experience operating our Company-owned stores, and in all international markets we face established local and international competitors. In many of these locations, the real estate, labor and employment, transportation and logistics and other operating requirements differ dramatically from those in the locations where we have more experience. Consumer demand and behavior, as well as tastes and purchasing trends, may differ

substantially, and, as a result, sales of our products may not be successful, or the margins on those sales may not be in line with those we currently anticipate. Our potential inability to anticipate and address differences that we encounter as we expand internationally may divert financial, operational, and managerial resources from our existing operations, which could adversely impact our financial condition and results of operations. In addition, we are increasingly exposed to foreign currency exchange rate risk with respect to our revenue, profits, assets, and liabilities denominated in currencies other than the U.S. dollar. The instruments we may use to hedge certain foreign currency risks in the future may not succeed in offsetting all of the negative impact of foreign currency rate movements on our business and results of operations.

Operational Risks

Our failure to protect our reputation could have a material adverse effect on our brands.

Our business depends on the value and reputation of our brands and our ability to anticipate, identify, and respond to consumer demands and preferences, and to fashion trends. In addition, the increasing use of social media platforms allows for rapid communication and any negative publicity related to the aforementioned concerns may reduce demand for our merchandise. Public perception about our products or our stores, whether justified or not, could impair our reputation, involve us in litigation, damage our brands and may adversely impact our business, results of operations, and financial condition.

The appeal of our brands may also depend on the success of our environmental, social and governance ("ESG") initiatives, which require company-wide coordination and alignment. We are working to manage risks and costs to us, our licensees and our supply chain that are exposed to the effects of climate change as well as diminishing fossil fuel and water resources. These risks include any increased public focus, including by governmental and non-governmental organizations, on climate change and other environmental sustainability matters, including packaging and waste, animal welfare, and land use. We may receive increased pressure to expand our disclosures in these areas, make commitments, set targets or establish additional goals and take actions to meet them, which could expose us to market, operational and execution costs or risks. The metrics we disclose in our ESG report, such as emissions and water usage, whether they be based on the standards we set for ourselves or those set by others, may influence our reputation and the value of our brand. Our failure to achieve progress on our metrics on a timely basis, or at all, could adversely affect our business, financial performance, and growth. By electing to publicly set and share these metrics and expand upon our disclosures, we may also face increased scrutiny related to ESG activities. As a result, we could experience damage to our reputation and the value of our brands if we fail to act responsibly in the areas in which we report. Any such harm to our reputation or any failure or perceived failure by us to adequately address ESG-related activities, including setting of metrics or enhancing disclosures, could adversely affect our business, financial performance, and growth.

Our inability to implement and sustain adequate information technology systems could adversely impact our profitability and the loss of disruption of information technology systems could have a material adverse effect on our business.

Our information technology systems are an integral part of our strategies in efficiently operating our business, in managing operations and protecting against security risks related to our electronic processing and transmitting of confidential consumer and associate data. The requirements to keep our information technology systems operating at peak performance may be higher than anticipated and could strain our capital resources, management of any system upgrades, implementation of new systems and the related change management processes required with new systems and our ability to prevent any future information security breaches. We regularly evaluate our information technology systems and are currently implementing modifications and/or upgrades to the information technology systems that support our business. Modifications include replacing legacy systems with successor systems, making changes to legacy systems, or acquiring new systems with new functionality. We are aware of the inherent risks associated with operating, replacing, and modifying these systems, including inaccurate system information and system disruptions. There is a risk that information technology system disruptions and inaccurate system information, if not anticipated and/or promptly and appropriately mitigated, could have a material adverse effect on our results of operations. Additionally, there can be no guarantee that, if any information technology system failure, cyberattack, or security breach occurs, it will be timely detected or sufficiently remediated.

Any significant disruption of our data center could have a material adverse effect on those operations dependent on those systems, specifically our store and e-commerce operations, our distribution and fulfillment centers and our merchandising team. While we maintain business interruption and property insurance, in the event of a data center shutdown, our insurance may not be sufficient to cover the impact to the business.

Furthermore, if our information technology systems are damaged, breached or cease to properly function for any reason, including the poor performance of, failure of, or cyber-attack on third-party service providers, catastrophic events, power outages, cybersecurity breaches, network outages, failed upgrades or similar events, and if our disaster recovery and business continuity plans do not effectively resolve such issues, we may suffer interruptions in our ability to manage or

conduct business, as well as reputational harm, and we may be subject to governmental investigations and litigation, any of which may adversely impact our business, results of operations, and financial condition.

In addition, most of our corporate office associates are working on a hybrid schedule (in office/telework). If our associates are unable to work because of ineffective remote work arrangements or technology failures or limitations, our operations would be adversely impacted. Further, remote work arrangements may increase the risk of security incidents, data breaches or cyberattacks, which could have a material adverse effect on our business and results of operations, due to, among other things, the loss of proprietary data, interruptions or delays in the operation of our business, damage to our reputation and any government-imposed penalty.

We face risks related to our electronic processing of sensitive and confidential personal and business data. If such data are lost or disclosed in an unauthorized manner, or if we or our third-party vendors are subject to cyberattacks, data breaches, other security incidents, or disruption of information technology systems or software, such events could expose us to liability, damage our reputation, and have a material adverse effect on our business.

Given the nature of our business, we, together with third parties acting on our behalf, receive, collect, process, use, and retain sensitive and confidential consumer and associate data, in addition to proprietary business information. Our business relies on information technology networks and systems to market and sell our products, process financial and personal information, manage a variety of business processes and comply with regulatory, legal and tax requirements. We also depend on a variety of information systems to effectively process consumer orders and other data and for digital marketing activities and for electronic communications among our associates, consumers, prospective consumers, and vendors. Some of our third-party service providers, such as identity verification and payment processing providers, also regularly have access to consumer data. Additionally, we maintain other confidential, proprietary, or otherwise sensitive information relating to our business and from third parties.

The information technology networks and systems owned, operated, controlled or used by us or our vendors may be vulnerable to damage, disruptions or shutdowns, software or hardware vulnerabilities, data breaches, security incidents, supply-side attacks, failures during the process of upgrading or replacing software, databases or components, power outages, natural disasters, hardware failures, attacks by computer hackers, telecommunication failures, user errors, user malfeasance, computer viruses, unauthorized access, phishing or social engineering attacks, ransomware attacks, denial-of-service attacks and other real or perceived cyber-attacks or catastrophic events, all of which may not be prevented by our efforts to secure our information technology systems. Any of these incidents could lead to interruptions or shutdowns of our platform, disruptions in our ability to process consumer orders or to track, record or analyze the sale of our products, loss or corruption of data or unauthorized access to or acquisition of personal information or other sensitive information, such as our intellectual property. In addition, certain new technologies, including AI, present new and significant cybersecurity safety risks that much be analyzed and addressed before implementation.

We utilize security tools and controls and also rely on our third-party vendors to use sufficient security measures, including encryption and authentication technology, in an effort to protect personal and other sensitive information. However, advances in information technology capabilities (including AI), increasingly sophisticated tools and methods used by hackers and cyber terrorists, new discoveries in the field of cryptography or other developments may result in our failure or inability, or the failure or inability of our vendors, to adequately protect personal or other sensitive information and there can be no assurance that we or our vendors will not suffer a cyberattack, that hackers or other unauthorized parties will not gain access to or exfiltrate personal information or other sensitive data (including input into a third-party generative AI platform), or that any such data compromise or unauthorized access will be discovered or remediated in a timely fashion.

We rely on associates, contractors and other third parties who may attempt to circumvent our security measures in order to obtain such information and may purposefully or inadvertently cause a breach involving such information. Actual or anticipated attacks may cause us to incur increasing costs, including costs to deploy additional personnel and protection technologies, train associates, pay higher insurance premiums, and engage third-party specialists for additional services. An information security breach involving confidential and personal data could damage our reputation and our customers' willingness to purchase from us. In addition, we may incur material liabilities and remediation costs as a result of an information security breach, including potential liability for stolen consumer or associate data, repairing system damage or providing credit monitoring or other benefits to consumers or associates affected by the breach. In the event we experience an information security breach, our insurance may not be sufficient to cover the impact to the business. Although we have developed mitigating security controls to reduce our cyber risk and protect our data from loss or disclosure due to a security breach, including processes designed to reduce the impact of a security breach at a third-party vendor, such measures cannot provide absolute security.

We and our third-party vendors regularly experience cyber-attacks aimed at disrupting services. Our third-party vendors have been and may be the victim of cyber related attacks that could lead to operational disruptions that could have an

adverse effect on our ability to fulfill consumer orders. Security incidents such as ransomware attacks are becoming increasingly prevalent and severe, as well as increasingly difficult to detect. We, and our third-party vendors, have been subject to cyber, phishing and social engineering attacks and other security incidents in the past and may continue to be subject to such attacks in the future. We and our third-party vendors may not anticipate, detect, or prevent all types of attacks until after they have already been launched because the techniques used to obtain unauthorized access are increasingly sophisticated, constantly evolving and may not be known in the market. For example, as AI continues to evolve, cyber-attackers could also use AI to develop malicious code and sophisticated phishing attempts. Security breaches can also occur as a result of non-technical issues, including intentional or inadvertent actions by our associates, our third-party vendors or their personnel or other parties. If we or our third-party service providers experience security breaches that result in marketplace performance problems, availability problems, or the loss, corruption of, unauthorized access to, or disclosure of personal data or confidential information, people may become unwilling to provide us the information necessary to make purchases on our sites, and our reputation and market position could be harmed. Existing consumers may also decrease their purchases or close their accounts altogether. We could also face potential claims, investigations, regulatory proceedings, liability and litigation, and bear other substantial costs in connection with remediating and otherwise responding to any data security breach, all of which may not be adequately covered by insurance, and which may result in an increase in our costs for insurance or insurance not being available to us on economically feasible terms, or at all. Insurers may also deny us coverage as to any future claim. Any of these results could harm our growth prospects, financial condition, business, and reputation.

Our international merchandise sourcing strategy subjects us to risks that could adversely impact our business and results of operations.

We design our merchandise, which is manufactured by third-party suppliers worldwide. Because we have a global supply chain, any event that causes the disruption of imports, including the insolvency of a significant supplier, global health crisis, or a major labor dispute including any such actions involving ports, transloaders, consolidators, or shippers, could have an adverse effect on our operations. Given the volatility and risk in the current markets, our reliance on external vendors leaves us subject to certain risks should one or more of these external vendors become insolvent. The financial failure of a key vendor could disrupt our operations and have an adverse effect on our cash flows, results of operations and financial condition.

Trade matters may disrupt our supply chain. Trade restrictions, including increased tariffs or quotas, embargoes, safeguards, and customs restrictions against apparel items, as well as U.S. or foreign labor strikes, work stoppages, or boycotts, could increase the cost or reduce the supply of apparel available to us and adversely affect our business, financial condition, and results of operations.

We have a Supplier Code of Conduct that provides guidelines for our vendors regarding working conditions, employment practices, and compliance with local laws. A copy of the Supplier Code of Conduct is posted on our website, www.aeo-inc.com, and is included in our vendor manual in English and multiple other languages. There can be no assurance that all violations can be eliminated in our supply chain. Publicity regarding violation of our Supplier Code of Conduct or other social responsibility standards by any of our vendor factories could adversely affect our reputation, sales, and financial performance.

There is a risk of terrorist activity on a global basis. Such activity might take the form of a physical act that impedes the flow of imported goods or the insertion of a harmful or injurious agent into an imported shipment. We cannot predict the likelihood of any such activities or the extent of their adverse impact on our operations.

We are also exposed to risks caused by new or ongoing armed conflicts. For example, the ongoing war between Russia and Ukraine and the conflict in the Middle East have caused and continue to cause disruption, instability and volatility in global markets. These conflicts have caused and may continue to cause adverse global economic conditions resulting from escalating geopolitical tensions and inflationary pressures, among other factors.

Our product costs may be adversely affected by foreign trade issues, including import tariffs and other trade restrictions with China, increasing prices for raw materials, political instability, or other reasons, which could impact our profitability.

A significant portion of the products that we purchase is manufactured abroad. Foreign imports subject us to risks relating to changes in import duties, quotas, the introduction of U.S. taxes on imported goods or the extension of U.S. income taxes on our foreign suppliers' sales of imported goods through the adoption of destination-based income tax jurisdiction, loss of "most favored nation" status with the U.S., shipment delays and shipping port constraints, labor strikes, work stoppages or other disruptions, freight cost increases and economic uncertainties. Furthermore, we could face significantly higher U.S. income and similar taxes with respect to sales of products purchased from foreign suppliers if the U.S. were to adopt a

system of taxation, such as a border adjustment tax, under which the cost of imported products was not deductible in determining such products' tax base. If such a tax system were adopted, we could also face higher prices for products manufactured or produced abroad that we purchase from our domestic suppliers if they were subject to such a tax.

In addition, the U.S. government periodically considers other restrictions on the importation of products obtained by our vendors and us. Furthermore, the impact of the potential implementation of more restrictive trade policies, higher tariffs or the renegotiation of existing trade agreements in the U.S. or countries where we sell or procure products could disrupt our operations and have a material adverse effect on our business. In particular, future trade disputes or future phases of trade negotiations with China could lead to the imposition of tariffs that could adversely affect our supply chain and our business. General trade tensions between the U.S. and China have been high. For example, in recent years, the U.S. has imposed significant new tariffs on China related to the importation of certain product categories. A substantial portion of our products are manufactured abroad, including in China. As a result of these tariffs, our cost of goods imported from China increased slightly. The U.S. has proposed additional tariffs on goods shipped from China. These proposed tariffs or other tariffs on goods shipped from China would likely increase the cost of our merchandise and negatively impact our operating results. Although such changes would have implications across the entire industry, we may fail to effectively adapt to and manage the adjustments in strategy that would be necessary in response to those changes. We are working with our current suppliers to mitigate our exposure to current or potential tariffs and seeking opportunities to engage suppliers outside of China, but there can be no assurance that we will be able to offset any increased costs or secure suppliers outside of China. In addition, other countries may change their business and trade policies in anticipation of or in response to increased import tariffs and other changes in U.S. trade policy and regulations already enacted or that may be enacted in the future.

Furthermore, China or other countries have and may institute future retaliatory trade measures in response to existing or future tariffs imposed by the U.S. that could have a negative impact on our business. If any of these events continue as described, we may need to seek alternative suppliers or vendors, raise prices, or make changes to our operations, any of which could have a material adverse effect on our sales and profitability, results of operations and financial condition. If any of these or other factors were to cause a disruption of trade from the countries in which our vendors' suppliers or our products' manufacturers are located, our inventory levels may be reduced, or the cost of our products may increase.

Our suppliers may be impacted by economic conditions and cycles and changing laws and regulatory requirements that could impact their ability to do business with us or cause us to terminate our relationship with them and require us to find replacements, which we may have difficulty doing.

Our suppliers are subject to the fluctuations in general economic cycles, and global economic conditions may impact their ability to operate their businesses. They may also be impacted by the increasing costs or availability of raw materials due to inflationary pressures or rising labor and distribution costs, among other reasons, potentially resulting in demands for less attractive contract terms or an inability for them to meet our requirements or conduct their own businesses. The performance and financial condition of a supplier may cause us to alter our business terms or to cease doing business with a particular supplier, or change our sourcing practices generally, which could in turn adversely affect our business and financial condition.

In addition, we require our suppliers to comply with applicable laws, including labor, safety, anti-corruption, human rights, and environmental laws, and to otherwise meet our Vendor Code of Conduct and other industry standards. Our ability to find qualified suppliers who uphold our standards and provide access to products in a timely and efficient manner in the volume we may demand, in compliance with applicable laws, can present a significant challenge, especially with respect to suppliers located and goods sourced outside the U.S.. Further, U.S. foreign trade policies, tariffs, and other impositions on imported goods, trade sanctions imposed on certain countries and entities, the limitation on the importation of goods containing certain materials from other countries and other factors relating to foreign trade policy are beyond our control and uncertain given the pending elections.

Our inability to achieve planned store performance, gain market share in the face of declining shopping center traffic or attract customers to our stores could adversely impact our profitability and our results of operations.

The results achieved by our stores may not be indicative of long-term performance or the potential performance of stores in other locations. Part of our future growth is dependent on our ability to operate stores in desirable locations with capital investment and lease costs providing the opportunity to earn a reasonable return. We cannot be sure as to when or whether such desirable locations will become available at reasonable costs. The failure of our stores to achieve acceptable results could result in store asset impairment charges, which could adversely affect our results of operations and financial condition.

Additionally, our real estate strategy may not be successful, and store locations may fail to produce desired results, which could impact our competitive position and profitability. Customer shopping patterns have been evolving from

brick-and-mortar locations to, increasingly, digital channels. We have Company-owned stores in shopping centers that have experienced declining traffic trends while our digital channels continue to grow. Our ability to grow revenue and acquire new customers is contingent on our ability to drive traffic to both store locations and digital channels so that we are accessible to our customers when and where they want to shop.

We seek to locate our brick-and-mortar stores in prominent locations within successful shopping malls or street locations. Our stores benefit from the ability of the malls' "anchor" tenants, which generally are large department stores and other area attractions, to generate consumer traffic near our stores. We cannot control the increasing impact of digital channels on shopping center traffic, the loss of an anchor or other significant tenant in a shopping mall in which we have a store, the development of new shopping malls in the U.S. or around the world, the availability or cost of appropriate locations, competition with other retailers for prominent locations, or the success of individual shopping malls. All of these factors may impact our ability to meet our sales targets and could have a material adverse effect on our financial results. In addition, some malls and shopping centers that were in prominent locations when we opened our stores may cease to be viewed as prominent. If this trend away from brick-and-mortar retail continues or if the popularity of mall shopping continues to decline generally among our customers, our sales may decline, which would impact our results of operations and financial condition.

Failure to properly manage and allocate our inventory could have an adverse effect on our business, sales, margins, financial condition, and results of operations.

In order to better serve our customers and maximize sales, we must properly execute our inventory management strategies by appropriately allocating merchandise among our stores, timely and efficiently distributing inventory to such locations, maintaining an appropriate mix and level of inventory in such locations, and effectively managing pricing and markdowns, and there is no assurance we will be able to do so. In addition, as we continue to take actions to right-size our inventory, there could be disruptions in inventory flow and placement. Failure to effectively execute our inventory management strategies could adversely affect our business, financial condition and results of operations.

We base our purchases of inventory, in part, on our sales forecasts. If our sales forecasts do not match customer demand, we may experience higher inventory levels and need to markdown excess or slow-moving inventory, leading to decreased profit margins, or we may have insufficient inventory to meet customer demand, leading to lost sales, either of which could adversely affect our financial performance.

We have significant lease obligations and are subject to risks associated with leasing substantial amounts of space, including future increases in occupancy costs and the need to generate significant cash flow to meet our lease obligations.

Operating lease obligations, which consist primarily of future minimum lease commitments related to store operating leases, represent a significant contractual commitment. All of our stores are leased and generally have initial terms of five-10 years. In the future, we may not be able to negotiate favorable lease terms for the most desired store locations. Our inability to do so may cause our occupancy costs to be higher in future years or may force us to close stores in desirable locations.

Certain leases have early termination options, which can be exercised under certain specific conditions. In addition to future minimum lease payments, some of our store leases provide for additional rental payments based on a percentage of net sales, or "percentage rent," if sales at the respective stores exceed specified levels, as well as the payment of tenant occupancy costs, including maintenance costs, common area charges, real estate taxes and certain other expenses. Many of our lease agreements have defined escalating rent provisions over the initial term and any extensions.

We depend on cash flow from operations to pay our lease expenses. If our business does not generate sufficient cash flow from operating activities to fund these expenses, due to continued decreases in mall traffic, the highly competitive and promotional retail environment, or other factors, we may not be able to service our lease expenses, or may need to incur additional indebtedness, which could materially harm our business. Furthermore, the significant cash flow required to satisfy our obligations under the leases increases our vulnerability to adverse changes in general economic, industry, and competitive conditions, and could limit our ability to fund working capital, incur indebtedness, and make capital expenditures or other investments in our business.

We rely on key personnel, the loss of whom could have a material adverse effect on our business.

Our success depends to a significant extent upon our ability to attract and retain qualified key personnel, including senior management, and, in particular, Jay Schottenstein, our Executive Chairman and CEO, as well as Jennifer Foyle, our President, Executive Creative Officer - AE and Aerie. Collective or individual changes in our senior management and other key personnel could have an adverse effect on our ability to determine and execute our strategies, which could adversely affect our business and results of operations. There is a high level of competition for senior management and other key

personnel, and we cannot be assured we will be able to attract, retain, and develop a sufficient number of qualified senior managers and other key personnel.

We must also attract, develop, and retain a sufficient number of qualified field and distribution center personnel. Competition for talent is intense and the turnover rate in the retail industry is generally high, and we cannot be sure that we will be able to attract and retain a sufficient number of qualified personnel in future periods. Our ability to meet our labor needs while controlling costs is subject to external factors such as unemployment levels, prevailing wage rates, minimum wage legislation, and overtime regulations. If we are unable to retain, attract, and motivate talented employees with the appropriate skill sets, or if changes to our organizational structure, operating results, or business model adversely affect morale or retention, we may not achieve our objectives and our results of operations could be adversely impacted. In addition, the loss of one or more of our key personnel or the inability to effectively identify a suitable successor to a key role could have a material adverse effect on our business.

Increases in labor costs, including wages, could adversely impact our operational results, financial condition and results of operations.

Our store and distribution center operations are subject to laws governing such matters as minimum wages, working conditions and overtime pay. As minimum wage rates increase or related laws and regulations change, we may need to increase not only the wage rates of our minimum wage employees, but also the wages paid to our other hourly or salaried employees. Any increase in the cost of our labor could have an adverse effect on our financial condition and results of operations. In addition, we operate in a competitive labor market, in which wage actions by other retailers and companies may require us to increase salary and wage rates, bonuses and other incentives in order to attract and retain talented employees across all of our retail store, distribution and fulfillment center, and home office operations. Labor shortages and increased employee turnover could also increase our labor costs. This in turn could lead us to increase prices, which could adversely impact our sales. We are also subject to risks related to other store and distribution center expenses and operational costs. Conversely, if competitive pressures or other factors prevent us from offsetting increased labor costs by increases in prices, our profitability may decline.

We cannot provide assurance that we will pay dividends, or if paid, that dividend payments will be consistent with historical levels.

We have generally paid quarterly dividends, which are funded through cash flow from operations and available cash on hand. The declaration of dividends is subject to the discretion of our Board and is limited by applicable state law concepts of available funds for distribution, as well as contractual restrictions. As a result, the amount, if any, of the dividends to be paid in the future will depend upon a number of factors, including our available cash on hand, anticipated cash needs, overall financial condition, any future contractual restrictions, future prospects for earnings and cash flows, as well as other factors considered relevant by our Board. In addition, our Board may also suspend the payment of dividends at any time if it deems such action to be in the best interests of the Company and its stockholders.

There can be no assurance that the Company will pay dividends in the future on a regular basis or otherwise. In the event our financial condition or other factors necessitate, our Board may choose to delay or suspend the payment of our dividends again in the future.

Legal, Tax, and Regulatory Risks

We are subject to stringent and changing laws, regulations, and standards, related to data privacy, protection, and security. Our failure to comply with privacy laws and regulations could have a material adverse effect on our business.

State, federal, and foreign governments are increasingly enacting laws and regulations governing the collection, use, retention, sharing, transfer, and security of personally identifiable information and data. A variety of federal, state, local, and foreign laws and regulations, orders, rules, codes, regulatory guidance and certain industry standards regarding privacy, data protection, consumer protection, information security and the processing of personal information and other data apply to our business. The state and federal legislative and regulatory activity in this area may result in new or amended regulation or guidance that may hinder our business, for example, by restricting use or sharing of consumer data (including for marketing and advertising) or otherwise regulating AI (including the use of algorithms and automated processing) which could materially affect our business or significantly increase the cost of compliance.

We are also subject to other consumer data and protection/privacy laws, including California's Consumer Legal Remedies Act and unfair competition and false advertising laws, the Fair and Accurate Credit Transactions Act and the Telephone Consumer Protection Act, and Canada's Anti-Spam Law. Additionally, the regulatory environment is increasingly demanding with frequent new and changing requirements concerning cybersecurity, information security and privacy, which may be inconsistent from one jurisdiction to another. Any failure by us or any of our business partners to comply with applicable laws, rules, and regulations may result in investigations or actions against us by governmental entities, private claims and litigation, fines, penalties or other liabilities. Such events may increase our expenses, expose us to liabilities and impair our reputation, which could have a material adverse effect on our business.

While we aim to comply with applicable privacy and data protection laws and obligations in all material respects, there is no assurance that we will not be subject to claims that we have violated such laws and obligations, will be able to successfully defend against such claims, or will not be subject to significant fines and penalties in the event of non-compliance. Additionally, to the extent that multiple state-level laws are introduced with inconsistent or conflicting standards and there is no federal law to preempt such laws, compliance with such laws could be difficult and costly to achieve, or impossible to achieve, and we could be subject to fines and penalties in the event of non-compliance.

The Company's amended and restated bylaws ("Bylaws") provide, to the fullest extent permitted by law, that the Court of Chancery of the State of Delaware will be the exclusive forum for certain legal actions between the Company and its stockholders, which could increase costs to bring a claim, discourage claims or limit the ability of the Company's stockholders to bring a claim in a judicial forum viewed by the stockholders as more favorable for disputes with the Company or the Company's directors, officers or other employees.

Our Bylaws provide, to the fullest extent permitted by law, that unless the Company consents in writing to the selection of an alternative forum, the sole and exclusive forum for any (i) derivative action or proceeding brought on behalf of the Company; (ii) action asserting a claim for or based on a breach of a fiduciary duty owed by any current or former director or officer or other employee or agent of the Company to the Company or the Company's stockholders, including a claim alleging the aiding and abetting of such a breach of fiduciary duty; (iii) action asserting a claim against the Company or any current or former director or officer or other employee or agent of the Company arising pursuant to any provision of the Delaware General Corporation Law ("DGCL"), or the Company's Amended and Restated Certificate of Incorporation or Bylaws; (iv) action asserting a claim related to or involving the Company or any current or former director or officer or other employee or agent of the Company that is governed by the internal affairs doctrine of the State of Delaware or (v) action asserting an "internal corporate claim," as that term is defined in Section 115 of the DGCL shall, in each case, be the Delaware Court of Chancery located within the State of Delaware (or, if the Delaware Court of Chancery located within the State of Delaware lacks jurisdiction over any such action or proceeding, the sole and exclusive forum for such action or proceeding shall be another state or federal court located within the State of Delaware). Additionally, our Bylaws provide that unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the U.S. of America shall be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. The choice of forum provisions may increase costs to bring a claim, discourage claims or limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with the Company or the Company's directors, officers or other employees, which may discourage such lawsuits against the Company or the Company's directors, officers and other employees. Alternatively, if a court were to find the choice-of-forum provisions contained in the Company's Bylaws to be inapplicable or unenforceable in an action, the Company may incur additional costs associated with resolving such action in other jurisdictions. The exclusive forum provisions in the Company's Bylaws will not preclude or contract the scope of exclusive federal or concurrent jurisdiction for actions brought under the federal securities laws including the Exchange Act or the Securities Act, as amended, or the respective rules and regulations promulgated thereunder.

We may be unable to protect our trademarks and other intellectual property rights.

We believe that our trademarks and service marks, as described in Part I, Item 1, Business, are important to our success and our competitive position due to their name recognition with our customers. We devote substantial resources to establishing and protecting our trademarks and service marks. We are not aware of any material claims of infringement or material challenges to our right to use any of our trademarks. Nevertheless, the actions we have taken, including to establish and protect our trademarks and service marks, may not be adequate to prevent others from imitating our products or seeking to block sales of our products. Other parties may also claim that some of our products infringe on their trademarks, copyrights or other intellectual property rights. In addition, the laws of certain foreign countries may not protect our proprietary rights to the same extent as do the laws of the U.S. Litigation regarding our trademarks, copyrights and other intellectual property rights could adversely affect our business, financial condition, and results of operations.

The legal and regulatory environment could adversely affect our financial condition and results of operations.

We are subject to numerous domestic and foreign laws and regulations affecting our business, including those related to labor, employment, worker health and safety, taxes, tariffs, competition, privacy, data security, AI, consumer protection, import/export, marketing, pricing, anti-corruption, including the Foreign Corrupt Practices Act, and climate change. Additional legal and regulatory requirements have increased the complexity of the regulatory environment and the cost of compliance. If we fail to comply with these laws, we could become subject to enforcement actions or the imposition of significant fines or penalties, which could harm our operations, our ability to conduct the business and/or our reputation. Laws and regulations at the local, state, federal, and international levels frequently change, and the ultimate cost of compliance cannot be precisely estimated. In addition, we cannot predict the impact that may result from changes in the regulatory or administrative landscape. If these laws change without our knowledge, or are violated by importers, designers, manufacturers, distributors, contractors, vendors, suppliers, or employees, we could experience delays in shipments or receipt of goods or be subject to fines or other penalties, any of which could adversely affect our business, our financial condition and the mark price of our common stock. Also, changes in laws and regulations could make operating our business more expensive or require us to change the way we do business.

We also face the risk of legal actions being filed against us including class actions, and we may be impacted by litigation trends, including class action lawsuits involving current/former employees, consumers and shareholders, which could make a material adverse effect on our reputation, the market price of our common stock and our results of operation, financial condition and/or cash flows.

Fluctuations in our tax obligations and effective tax rate could adversely affect us.

We are subject to income taxes in many U.S. and certain foreign jurisdictions. We record tax expense based on our estimates of future payments, which include reserves for uncertain tax positions in multiple tax jurisdictions. At any time, multiple tax years are subject to audit by various taxing authorities. The results of these audits and negotiations with taxing authorities may affect the ultimate settlement of these issues. In addition, the tax laws and regulations in the countries where we operate may change or there may be changes in interpretation and enforcement of existing tax laws. As a result, we expect that throughout the year there could be ongoing variability in our quarterly tax rates as events occur and exposures are evaluated. Our effective tax rate in a given financial statement period may be materially impacted by changes in the mix and level of earnings by jurisdiction or by changes to existing accounting rules or regulations.

The unfavorable outcome of pending or future litigation could have an adverse impact on our business, financial condition, and results of operations.

From time to time, we are party to several legal proceedings arising out of various aspects of our business. The outcome of these proceedings may not be favorable, and one or more unfavorable outcomes could have an adverse impact on our business, financial condition, and results of operations.

General Risk Factors

Additionally, other factors could adversely affect our financial performance, including factors such as our ability to successfully acquire and integrate other businesses; any interruption of our key infrastructure systems, including exceeding capacity in our distribution centers; any disaster or casualty resulting in the interruption of service from our distribution centers or in a large number of our stores; any interruption of our business related to an outbreak of a pandemic disease in a country where we source or market our merchandise; extreme weather conditions or changes in climate conditions or weather patterns; activist investors; and the effects of changes in interest rates.

The impact of any of the previously discussed factors, some of which are beyond our control, and others which we are not aware of or which we do not currently consider material, may cause our actual results to differ materially from our expectations expressed elsewhere in this Form 10-K and other forward-looking statements we may make from time to time.

Item 1B. Unresolved Staff Comments.

Not applicable.

Item 1C. Cybersecurity

Risk Management and Strategy

The Board as a whole has the responsibility for the Company's risk oversight and management, which includes a focus on cybersecurity risks. To oversee cybersecurity risk at the management level, we employ a Chief Information Security Officer ("CISO") whose team is responsible for leading our company-wide cybersecurity strategies, policies, standards, architectures, operations, and processes. We have an established an Information Security Program, which is integrated into our overall enterprise risk management system and processes, to assess, identify, and manage material risks from cybersecurity threats. This program is based and built upon, informed by and responsive to industry best practice frameworks such as ISO, NIST, and the Payment Card Industry Data Security Standard. Our program undergoes an internal annual review, conducted by our CISO and internal auditors, as well as third party external review. Additionally, we are a member of an industry cybersecurity intelligence and risk-sharing organization, which enables us to stay informed about developments, trends, and risks in the cybersecurity threat landscape.

As an important component of our overall cybersecurity strategy, we leverage a diverse array of third-party cybersecurity vendors and security firms in different capacities to assess or supplement various aspects of our Information Security Program. Such third parties include a managed security service provider who conducts 24/7/365 cybersecurity monitoring and alerting. We also engage independent security professionals from industry leading firms to perform penetration testing and other security testing and have an array of external experts on retainer (including but not limited to cybersecurity breach counsel, experts in incident response, cyber forensics, and threat intelligence). Additionally, we collaborate with various cybersecurity vendors to conduct annual tabletop exercises and trainings to help fortify our Information Security Program. To elevate cybersecurity education, we supplement internal training with third-party cybersecurity vendors, providing annual security awareness training, quarterly phishing exercises, and ongoing security refreshers and reminders throughout the year.

The vendor risk management program is built upon, informed by and responsive to industry best practices, incorporating methodologies such as Standardized Information Gathering (SIG), third-party cyber/privacy attestations (e.g., Systems and Organization Controls (SOC), ISO 27001, and HITRUST), penetration tests conducted by independent security professionals, and integrating appropriate cybersecurity language into legal contracts. This program is designed to conduct appropriate due diligence upon onboarding third-party vendors.

Board Governance and Management

The CISO and designated direct reports meet on a regular basis to discuss pertinent risks, mitigation factors, remediation status, and risk acceptance. Our CISO also serves as our Vice President of Information Security, Disaster Recovery, and Asset Management. He has decades of experience across information technology, information security, and disaster recovery and has received relevant certifications including Certified Information System Auditor (CISA), GIAC Certified Intrusion Analyst (GCIA), GIAC Certified Incident Handler (GCIH), and GIAC Certified Forensic Analyst (GCFA).

Our CISO helps ensure the confidentiality, integrity, and availability of information that we possess through our Cyber Incident Response Plan ("CIRP"). We have assembled a cross-functional Incident Response Team with representation from a multitude of internal teams along with an array of third-party experts having specialized skills to support all aspects of incident response, recovery, and reporting. The CIRP outlines processes to evaluate and respond to various cybersecurity threats, assess the severity of potential and actual incidents and their impacts, and procedures around who should be notified and involved in the Company's responses thereto. For example, cybersecurity incidents that surpass a certain level of severity require updates to executive leadership and our Board. The CIRP is reviewed annually and has been reviewed by industry-leading incident response providers, internal/external auditors, and others. The CIRP is tested annually at a minimum through tabletop exercises facilitated by an outside expert. These proactive exercises are of paramount importance in helping to refine and optimize our incident response capabilities and minimize the impact of any cybersecurity incident.

Additionally, we have established a Cyber Incident Materiality Assessment Committee ("C-MAC") that is primarily responsible for conducting a materiality assessment of cybersecurity incidents and determining whether it is material for disclosure and reporting purposes in accordance with applicable rules and regulations. This assessment and determination are separate and distinct from evaluating the cyber severity of an incident, which remains within the purview of the CIRP. The C-MAC is composed of various cross-functional senior members of management, including our Chief Financial Officer, Controller and Chief Accounting Officer, Chief Supply Chain and Technology Officer, General Counsel and Chief Compliance Officer, CISO, Senior Vice President of Corporate Communications and Investor Relations, Vice President of Internal Audit and certain key outside advisors. The C-MAC will coordinate with our Disclosure Committee in connection with any requisite disclosures.

The Board's Audit Committee receives regular reports from the CISO on pertinent cyber risks exposures, the status of projects designed to fortify our Information Security Program, metrics on the effectiveness of this program, and the emerging threats in this area. Cyber insurance coverage is reviewed annually with the Audit Committee, as part of our overall risk management process. Furthermore, on at least a quarterly basis or more often as needed, the CISO provides pertinent cybersecurity risk exposures and updates along with various other business units as part of the enterprise risk management report to the Audit Committee. The Audit Committee is responsible for the review and assessment of cybersecurity risk exposures and the steps taken to monitor and control those exposures. Our senior officers have ongoing engagement with the Audit Committee on cybersecurity issues.

Although the risks from cybersecurity threats have not materially affected our business strategy, results of operations, or financial condition to date, they may in the future, and we continue to closely monitor cyber risk. Overall, the Company has implemented tactical processes for assessing, identifying, and managing material risks from cybersecurity threats to the Company, including governance at the Board level and accountability in our executive management for the execution of our cyber risk management strategy and the controls designed to protect our operations. See "Risk Factors—Operational Risks" in Part I, Item 1A of this Annual Report, which should be read in conjunction with this Item 1C, for additional information regarding the Company's cybersecurity risks.

Item 2. Properties.

We own two buildings in urban Pittsburgh, Pennsylvania that house our corporate headquarters, totaling 336,000 square feet.

We own distribution facilities in Ottawa, Kansas and Hazleton, Pennsylvania, consisting of approximately 1.2 million and 1.0 million square feet, respectively.

We lease approximately 600,000 square feet of office space in New York, New York. Approximately 200,000 square feet of this space will be vacated upon lease expiration in 2026. Approximately 400,000 square feet of this space will be used to relocate our teams, with the associated lease expiring in 2045.

We lease a building in Mississauga, Ontario with approximately 294,000 square feet, which houses our Canadian distribution center. The lease expires in 2028.

Each of the above identified properties is shared by certain of our reportable and operating segments, including American Eagle, Aerie, Todd Snyder and Unsubscribed brands.

We lease regional distribution facilities in six cities throughout the U.S. totaling 2.1 million square feet, with varying terms expiring through 2030. These facilities are used by our Quiet Platforms operating segment, and primarily serve as AEO's regionalized fulfillment centers.

As for our stores, all are leased and generally have initial terms of five to 10 years. Certain leases also include early termination options, which can be exercised under specific conditions. Most of these leases provide for base rent and require the payment of a percentage of sales as additional contingent rent when sales reach specified levels. Under our store leases, we are typically responsible for tenant occupancy costs, including maintenance and common area charges, real estate taxes and certain other expenses. We have generally been successful in negotiating renewals as leases near expiration.

Item 3. Legal Proceedings.

We are involved, from time to time, in actions associated with or incidental to our business, including, among other things, matters involving consumer privacy, trademark and other intellectual property, licensing, importation of products, taxation, and employee relations. As of the date of this Annual Report, we believe that the resolution of currently pending matters will not individually or in the aggregate have a material adverse effect on our consolidated financial position or results of operations. However, our assessment of any litigation or other legal claims could potentially change in light of the discovery of facts not presently known or determinations by judges, juries, or other finders of fact that are not in accord with management's evaluation of the possible liability or outcome of such litigation or claims. Consistent with Item 103 of Regulation S-K, we have elected to disclose those environmental proceedings with a governmental entity as a party where the Company reasonably believes that such proceeding would result in monetary sanctions, exclusive of interest and costs, of \$1.0 million or more. Applying this threshold, there are no environmental matters to disclose for Fiscal 2024.

Refer to Note 2, Summary of Significant Accounting Policies, to the Consolidated Financial Statements included herein for additional information.

Item 4. Mine Safety Disclosures.

Not Applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities.

Market Information and Holders

Our common stock is traded on the NYSE under the symbol "AEO." As of March 17, 2025, there were 438 stockholders of record. However, when including associates who own shares through our employee stock purchase plan, and others holding shares in broker accounts under street name, we estimate the stockholder base at approximately 110,000.

Dividends

A quarterly cash dividend of \$0.125 per share was paid in all four quarters of Fiscal 2024, resulting in a dividend yield of 2.4%.

A quarterly cash dividend of \$0.10 per share was paid in the first, second, and third quarters of Fiscal 2023. A quarterly cash dividend of \$0.125 was paid in the fourth quarter of Fiscal 2023, resulting in a dividend yield of 2.7%.

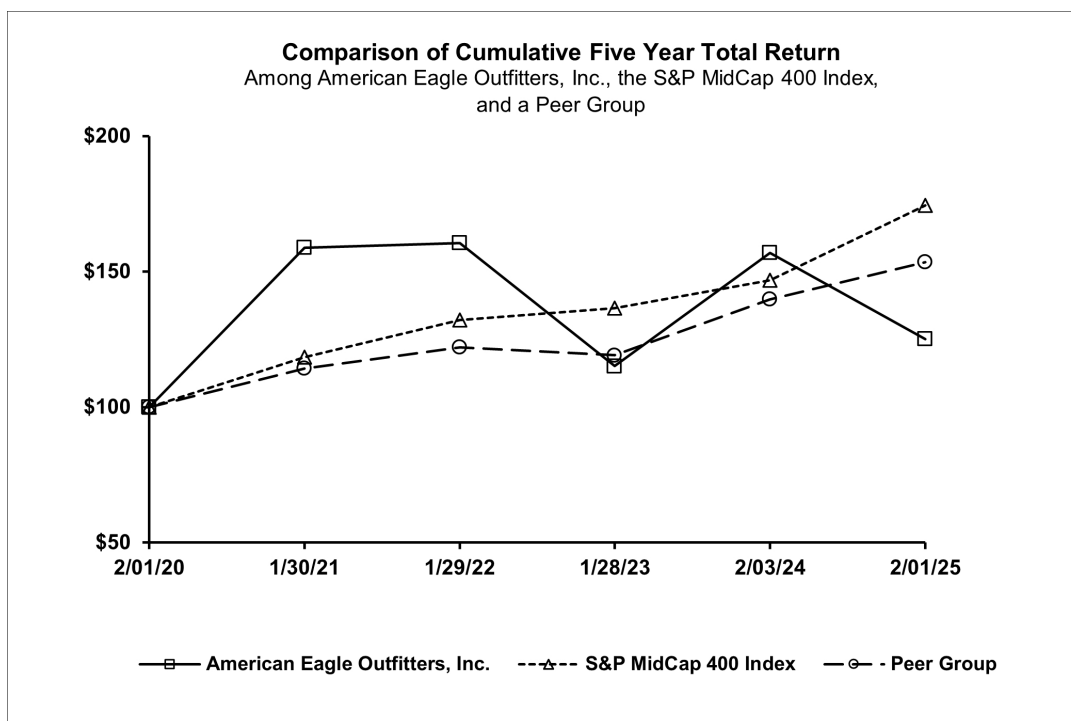
Subsequent to the fourth quarter of Fiscal 2024, our Board declared a \$0.125 per share dividend, payable on April 25, 2025 to stockholders of record at the close of business on April 11, 2025.

The Company maintains the right to defer the record and payment dates of any declared dividends, depending upon, among other factors, business performance, and the macroeconomic environment. The payment of future dividends is at the discretion of our Board and is based on future earnings, cash flow, financial condition, capital requirements, changes in U.S. taxation, and other relevant factors.

Performance Graph

The following performance graph and related information shall not be deemed “soliciting material” or to be filed with the SEC, nor shall such information be incorporated by reference into any future filing under the Securities Act or Exchange Act, except to the extent that we specifically incorporate it by reference into such filing.

The following graph compares the changes in the cumulative total return to holders of our common stock with that of the S&P Midcap 400 and our peer group as described below. The comparison of the cumulative total returns for each investment assumes that \$100 was invested in our common stock and the respective index on February 2, 2020 and includes reinvestment of all dividends. The plotted points are based on the closing price on the last trading day of the fiscal year indicated.



	2/1/2020	1/30/2021	1/29/2022	1/28/2023	2/3/2024	2/1/2025
American Eagle Outfitters, Inc.	100.00	158.71	160.44	115.07	156.90	125.01
S&P Mid Cap 400 Index	100.00	118.46	132.18	136.53	146.75	174.39
Peer Group	100.00	114.15	122.01	119.08	139.67	153.49

We compared our cumulative total return to a custom peer group that aligns with our compensation peer group, as disclosed in our Proxy Statement for the 2024 Annual Meeting of Stockholders. For Fiscal 2024, this group consisted of the following companies: Abercrombie & Fitch Co.; Burberry Group PLC; Capri Holdings Limited; Express, Inc.; The Gap, Inc.; Guess?, Inc.; Hanesbrands Inc.; Kontoor Brands; Levi Strauss & Co.; lululemon athletica, inc.; PVH CORP.; Ralph Lauren Corporation; Tapestry, Inc.; Under Armour Inc.; Urban Outfitters, Inc; and Victoria's Secret & Co.

Our peer group was updated for Fiscal 2024 to remove Chico's FAS, Inc. in light of its acquisition in January 2024.

Express, Inc. is included through April 2024, when the company filed for Chapter 11 bankruptcy.

Issuer Purchases of Equity Securities

The following table provides information regarding our repurchases of common stock during the 13 weeks ended February 1, 2025.

Period	Total Number of Shares Purchased (1)	Average Price Paid Per Share (2)	Total Number of Shares Purchased as Part of Publicly Announced Programs (1) (3)	Maximum Number of Shares That May Yet Be Purchased Under the Program (3)
Month #1 (November 3, 2024 through November 30, 2024)	1,431	18.63	—	24,000,000
Month #2 (December 1, 2024 through January 4, 2025)	1,505,540	17.83	1,500,000	22,500,000
Month #3 (January 5, 2025 through February 1, 2025)	2,000,000	16.27	2,000,000	20,500,000
Total	<u>3,506,971</u>	<u>\$ 16.94</u>	<u>3,500,000</u>	<u>20,500,000</u>

- (1) There were 3.5 million shares repurchased as part of our publicly announced share repurchase program and an aggregate of 6,971 shares were repurchased from employees for the payment of taxes in connection with the vesting of share-based awards during the 13 weeks ended February 1, 2025.
- (2) Average price paid per share excludes any broker commissions paid.
- (3) On February 1, 2024, our Board authorized the public repurchase of 30.0 million shares under a new share repurchase program, which expires on February 3, 2029.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is intended to help the reader understand the Company, our operations and our present business environment. MD&A is provided as a supplement to — and should be read in conjunction with — our consolidated financial statements and the accompanying Notes thereto contained in Part II, Item 8 – Financial Statements and Supplementary Data " — of this report.

This MD&A generally discusses Fiscal 2024 and Fiscal 2023 and provides year-to-year comparisons between Fiscal 2024 and Fiscal 2023. Discussions of Fiscal 2022 and year-to-year comparisons between Fiscal 2023 and Fiscal 2022 that are not included in this Annual Report can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of our annual report on Form 10-K for the fiscal year ended February 3, 2024.

Introduction

This MD&A is organized as follows:

- [Executive Overview](#)
- [Key Performance Indicators](#)
- [Current Trends and Outlook](#)
- [Results of Operations](#)
- [Non-GAAP Information](#)
- [Liquidity and Capital Resources](#)
- [Critical Accounting Policies and Estimates](#)
- [Recent Accounting Pronouncements](#)

Executive Overview

We are a leading global specialty retailer offering high-quality, on-trend clothing, accessories and personal care products at affordable prices under our American Eagle® and Aerie® brands.

We have two reportable segments, American Eagle and Aerie. Our Chief Operating Decision Maker (defined as our CEO) analyzes segment results and allocates resources between segments based on adjusted operating income, which is a non-GAAP financial measure. See "Non-GAAP Information" below and Note 14, Segment Reporting, to the Consolidated Financial Statements included herein for additional information.

Key Performance Indicators

Our management evaluates the following items, which are considered key performance indicators, in assessing our performance:

Comparable Sales — Comparable sales and comparable sales changes provide a measure of sales growth for stores and channels open at least one year over the comparable prior year period. In fiscal years following those with 53 weeks, the prior year period is shifted by one week to compare similar calendar weeks. A store is included in comparable sales in the 13th month of operation. However, stores that have a gross square footage change of 25% or greater due to a remodel are removed from the comparable sales base, but are included in total sales. These stores are returned to the comparable sales base in the 13th month following the remodel. Sales from American Eagle, Aerie, Todd Snyder, and Unsubscribed stores, as well as sales from AEO Direct and other digital channels, are included in total comparable sales. Sales from licensed stores are not included in comparable sales. Individual American Eagle and Aerie brand comparable sales disclosures include sales from stores and AEO Direct.

Omni-Channel Sales Performance — Our management utilizes the following quality of sales metrics in evaluating our omni-channel sales performance: comparable sales, average unit retail price, total transactions, units per transaction, and consolidated comparable traffic. We include these metrics in our discussion within this MD&A when we believe that they enhance the understanding of the matter being discussed. Investors may find them useful as such. Each of these metrics is defined as follows (except comparable sales, which is defined separately above):

- *Average unit retail price* represents the selling price of our goods. It is the cumulative net sales divided by the net units sold for a period of time.
- *Total transactions* represents the count of customer transactions over a period of time (inclusive of Company-owned stores and AEO Direct, unless specified otherwise).
- *Units per transaction* represents the number of units sold divided by total transactions over a period of time (inclusive of Company-owned stores and AEO Direct, unless specified otherwise).
- *Consolidated comparable traffic* represents visits to our Company-owned stores, limited to those stores that qualify to be included in comparable sales as defined above, including AEO Direct, over a period of time.

Gross Profit — Gross profit measures whether we are optimizing the profitability of our sales. Gross profit is the difference between total net revenue and cost of sales. Cost of sales consists of merchandise costs, including design, sourcing, importing, and inbound freight costs, as well as markdowns, shrinkage and certain promotional costs, Quiet Platforms costs to service our customers and buying, occupancy and warehousing costs and services. Design costs consist of compensation, rent, depreciation, travel, supplies, and samples.

Buying, occupancy and warehousing costs and services consists of compensation, employee benefit expenses and travel for our buyers and certain senior merchandising executives; rent and utilities related to our stores, corporate headquarters, distribution centers and other office space; freight from our distribution centers to the stores; compensation and supplies for our distribution centers, including purchasing, receiving and inspection costs; and shipping and handling costs related to our e-commerce operations.

The inability to obtain acceptable levels of sales, initial markups or any significant increase in our use of markdowns could have an adverse effect on our consolidated gross profit and results of operations.

Operating Income — Our management views operating income as a key indicator of our performance. The key drivers of operating income are net revenue, gross profit, our ability to control selling, general, and administrative ("SG&A") expenses, and our level of capital expenditures.

Cash Flow and Liquidity — Our management evaluates cash flow from operations and investing and financing activities in determining the sufficiency of our cash position and capital allocation strategies. Cash flow has historically been sufficient to cover our uses of cash. Our management believes that cash flow and liquidity will be sufficient to fund anticipated capital expenditures and working capital requirements for the next 12 months and beyond.

Current Trends and Outlook

Macroeconomic Conditions and Inflation

During Fiscal 2023 and Fiscal 2024, our results were negatively impacted by macro-economic challenges and global inflationary pressures impacting consumer spending behavior, which constrained revenue and increased margin pressure to clear through excess inventory. Given ongoing external uncertainties, we have taken additional actions to improve financial performance, including more operating efficiency initiatives, as described below under "Profit Improvement Program." For further information about the risks associated with global economic conditions and the effect of economic pressures on our business, see "Risk Factors" in Part I, Item 1A of this Annual Report.

Omni-Channel and Digital Capabilities

We sell merchandise through our digital channels, www.ae.com, www.aerie.com, and our AEO apps, both domestically and internationally in approximately 90 countries. We also sell AE and Aerie brand merchandise on various international online marketplaces. We offer Todd Snyder and Unsubscribed brand products online at www.toddsnyder.com and www.unsubscribed.com, respectively. The digital channels reinforce each particular brand and are designed to complement the in-store experience.

Over the past several years, we have invested in building our technologies and digital capabilities. We focused our investments in three key areas: making significant advances in mobile technology, investing in digital marketing and improving the digital customer experience.

Profit Improvement Program

We launched our profit improvement program during Fiscal 2023, which focused on a comprehensive review of our cost structure. Early actions focused on the components of gross margin and contributed to margin expansion in Fiscal 2023. Other significant work streams were identified, actioned and incorporated into our Fiscal 2024 plans. The results of these initiatives, combined with merchandising initiatives embedded in our "Powering Profitable Growth" strategy, yielded gross margin expansion, as well as SG&A and depreciation leverage, resulting in an improved operating profit rate for Fiscal 2024.

Results of Operations

Overview

Fiscal 2024 showed continued progress on our strategic priorities to grow our brands and drive improved profit flow-through. Except as otherwise indicated, all comparisons are to Fiscal 2023.

- Total net revenue increased \$67 million to \$5.329 billion compared to \$5.262 billion last year.
- Total comparable sales increased 4%. By brand, American Eagle comparable sales increased 3% and comparable sales for Aerie increased 5%.
- Gross profit increased 3% to \$2.089 billion and increased by 70 basis points to 39.2% as a percentage of revenue. Gross profit increased by 50 basis points when compared to Fiscal 2023 adjusted gross profit.
- Operating income increased 92% to \$427.3 million and increased by 380 basis points to 8.0% as a percentage of total revenue. Adjusted operating income increased 19% to \$444.9 million and increased by 120 basis points to 8.3% as a percentage of revenue.
- Net income increased 94% to \$329.4 million and increased by 300 basis points to 6.2% as a percentage of total revenue. Diluted earnings per share increased to \$1.68 for Fiscal 2024 compared to \$0.86 for Fiscal 2023. Adjusted net income increased 14% to \$342.4 million and increased by 70 basis points to 6.4% as a percentage of revenue. Adjusted diluted earnings per share increased to \$1.74 for Fiscal 2024 compared to \$1.52 for Fiscal 2023.

The following table shows, for the periods indicated, the percentage relationship to total net revenue of the listed items included in our Consolidated Statements of Operations.

	Fiscal Years Ending			
	February 1, 2025		February 3, 2024	
	(In thousands)	(Percentage of revenue)	(In thousands)	(Percentage of revenue)
Total net revenue	\$ 5,328,652	100.0 %	\$ 5,261,770	100.0 %
Cost of sales, including certain buying, occupancy and warehouse expenses	3,239,719	60.8	3,237,192	61.5
Gross profit ⁽¹⁾	2,088,933	39.2	2,024,578	38.5
Selling, general and administrative expenses	1,431,814	26.9	1,433,300	27.2
Impairment and restructuring charges ⁽¹⁾	17,561	0.3	141,695	2.7
Depreciation and amortization expense	212,255	4.0	226,866	4.4
Operating Income ⁽¹⁾	427,303	8.0	222,717	4.2
Interest (income) expense, net	(7,769)	(0.1)	(6,190)	(0.1)
Other income, net	(7,162)	(0.1)	(10,951)	(0.2)
Income before income taxes	\$ 442,234	8.2	\$ 239,858	4.5
Provision for income taxes	112,854	2.0	69,820	1.3
Net Income ⁽¹⁾	\$ 329,380	6.2 %	\$ 170,038	3.2 %
Diluted net income per common share ⁽¹⁾	\$ 1.68		\$ 0.86	

⁽¹⁾ Please see "Non-GAAP Information" below for non-GAAP financial measures.

Comparison of Fiscal 2024 to Fiscal 2023

Total Net Revenue

Total net revenue for Fiscal 2024 increased \$67 million to \$5.329 billion compared to \$5.262 billion for Fiscal 2023. For Fiscal 2024, total comparable sales increased by 4% compared to a 3% increase for Fiscal 2023. Digital revenue increased 5%, driven by increased transaction volume as a result of increased traffic. Store revenue was flat compared to Fiscal 2023.

	Fiscal Years Ending				Increase/(Decrease)	
	February 1, 2025		February 3, 2024			
	(In thousands)	(Percentage)	(In thousands)	(Percentage)	(In thousands)	(Percentage)
American Eagle	\$ 3,385,231	63.5 %	\$ 3,361,579	63.9 %	\$ 23,652	1 %
Aerie	1,738,414	32.6	1,670,000	31.7	68,414	4
Other	243,907	4.6	489,056	9.3	(245,149)	(50)
Intersegment Eliminations	(38,900)	(0.7)	(258,865)	(4.9)	219,965	(85)
Total net revenue	\$ 5,328,652	100.0 %	\$ 5,261,770	100.0 %	\$ 66,882	1 %

American Eagle. The increase in net revenue was driven by increased digital traffic and transactions in the mid-single digits year-over-year, partially offset by one less week in Fiscal 2024. American Eagle comparable sales increased 3% year-over-year.

Aerie. The increase in net revenue was driven by increased traffic across channels. Aerie comparable sales increased 5% year-over-year.

Other. Net revenue decreased compared to Fiscal 2023 primarily due to planned lower revenue from Quiet Platforms offset by lower intersegment eliminations of this revenue (net reduction of \$25 million) due to our shift in strategy to improve business profitability.

Gross Profit

	Fiscal Years Ending				Increase/(Decrease)	
	February 1, 2025		February 3, 2024			
	(In thousands)		(In thousands)		(In thousands)	(Percentage)
Gross Profit	\$ 2,088,933		\$ 2,024,578		\$ 64,355	3 %
Gross Margin	39.2 %		38.5 %		70 basis points	

The increase in gross profit was driven by an increase of \$51 million in merchandise margin due to increased net revenue from American Eagle and Aerie, partially offset by a \$24 million increase in markdowns year-over-year.

Buying, occupancy, and warehousing costs were relatively flat year-over-year, but improved 20 basis points as a percentage of revenue, driven by rent and delivery expense leverage.

Additionally, Fiscal 2023's gross profit included \$11 million of inventory write-down charges related to restructuring our international operations (refer to the "Impairment, Restructuring and Other Charges" caption below for additional information).

Our gross profit may not be comparable to that of other retailers, as some retailers include all costs related to their distribution network, as well as design costs, in cost of sales, and others may exclude a portion of these costs from cost of sales, including them in a line item such as SG&A expenses. Refer to Note 2, Summary of Significant Accounting Policies, to the Consolidated Financial Statements included herein for a description of our accounting policy regarding cost of sales, including certain buying, occupancy and warehousing expenses.

Selling, General, and Administrative Expenses

	Fiscal Years Ending		Increase/(Decrease)	
	February 1, 2025	February 3, 2024	(In thousands)	(Percentage)
	(In thousands)			
Selling, general and administrative expenses	\$ 1,431,814	\$ 1,433,300	\$ (1,486)	0 %
Selling, general and administrative expenses as a percentage of net revenue	26.9 %	27.2 %	30 basis points	

SG&A expenses decreased \$1 million year-over-year, and improved 30 basis points as a percentage of revenue. The decrease was primarily related to lower corporate compensation costs, including a \$24 million reduction in performance-based incentive compensation year-over-year, partially offset by an increase of \$20 million in advertising expense.

Impairment, Restructuring and Other Charges

(In thousands)	Fiscal Year Ended
	February 1, 2025
Corporate restructuring costs	10,729
Hong Kong retail operations impairment and restructuring costs	6,832
Total impairment, restructuring and other charges	\$ 17,561
Impairment, restructuring and other charges as a percentage of net revenue	0.3 %

For Fiscal 2024, we recorded \$10.7 million of employee severance related to corporate restructuring, and \$6.8 million of impairment and restructuring costs due to the sale of our Hong Kong retail operations.

(In thousands)	Fiscal Year Ended
	February 3, 2024
Charges recorded in operating expenses:	
Quiet Platforms impairment, restructuring and other charges ⁽¹⁾	\$ 119,572
International impairment and restructuring costs ⁽²⁾	10,882
Corporate impairment and restructuring charges ⁽³⁾	11,241
Impairment, restructuring and other charges	\$ 141,695
Impairment, restructuring and other charges as a percentage of net revenue	2.7 %

- (1) For Fiscal 2023, we impaired definite-lived intangible assets of \$40.5 million consisting of \$31.2 million of customer relationships and \$9.3 million of trade names. We also impaired \$39.6 million of goodwill. We recorded \$24.7 million of long-term asset impairment primarily related to technology which is no longer a part of the long-term strategy. All impairments were recorded due to insufficient prospective cash flows to support the asset value, resulting from the restructuring of Quiet Platforms. We recorded \$9.9 million of employee severance based on this revised strategy. We also recorded \$4.9 million of contract related charges.
- (2) For Fiscal 2023, we recorded \$10.9 million of costs related to exiting the Japan market, including the closure of all four stores in January 2024, as well as impairment related to our Hong Kong retail operations. Of this amount, \$4.7 million related to Japan right-of-use ("ROU") assets, \$3.6 million of Japan store property and equipment, \$1.3 million of Hong Kong store ROU assets, and \$1.3 million of employee severance. All impairments were recorded due to insufficient prospective cash flows to support the asset value. Additionally, we recorded \$11.0 million of inventory write-down charges related to restructuring our international operations, which was recorded separately in Cost of Sales. Refer to the "Gross Profit" caption above for additional information.
- (3) For Fiscal 2023, we recorded charges of \$11.2 million, consisting of \$6.0 million of employee severance related to corporate realignment and asset impairment of \$5.2 million of investments related to further strategic business changes.

Refer to Note 15, Impairment, Restructuring and Other Charges, to the Consolidated Financial Statements included in this Annual Report for additional information.

Depreciation and Amortization Expense

	Fiscal Years Ending		Increase/(Decrease)	
	February 1, 2025	February 3, 2024		
	(In thousands)		(In thousands)	(Percentage)
American Eagle	\$ 74,220	\$ 77,195	\$ (2,975)	(4) %
Aerie	59,097	61,249	(2,152)	(4)
Other	78,938	88,422	(9,484)	(11)
Total depreciation and amortization expense	\$ 212,255	\$ 226,866	\$ (14,611)	(6) %
Total depreciation and amortization expense as a percentage of net revenue	4.0 %	4.4 %	40 basis points	

The decrease in depreciation and amortization expense was primarily driven by prior year impairments of definite-lived tangible and intangible assets of Quiet Platforms.

Operating Income

	Fiscal Years Ending				Increase/(Decrease)	
	February 1, 2025		February 3, 2024			
	(In thousands)	(Percentage of revenue)	(In thousands)	(Percentage of revenue)	(In thousands)	(Percentage)
Operating income						
American Eagle	\$ 606,507	11.4 %	\$ 599,796	11.3 %	\$ 6,711	1 %
Aerie	315,845	5.9	275,862	5.2	39,983	14
Other	(53,722)	(1.0)	(36,124)	(0.7)	(17,598)	49
General corporate expenses	(423,767)		(464,172)		40,405	
Impairment, restructuring, and other charges	(17,561)		(152,645)		135,084	
Total Operating Income	\$ 427,303	8.0 %	\$ 222,717	4.2 %	\$ 204,586	92 %

The increase in total operating income was primarily driven by higher gross profit, and lower depreciation and amortization expense, as well as a \$135 million reduction in impairment, restructuring, and other charges during Fiscal 2024.

American Eagle. The increase was primarily the result of the 1% increase in total net revenue discussed above, leading to the \$2 million increase in gross profit driven by an increase in merchandise margin and decreased buying, occupancy, and warehousing costs. The increase was further driven by a decrease in SG&A expenses of \$2 million, and a decrease in depreciation and amortization expense of \$3 million to arrive at the \$7 million increase in operating income.

Aerie. The increase was primarily the result of the 4% increase in total net revenue discussed above, leading to a \$60 million increase in gross profit driven by a \$47 million increase in merchandise margin and a \$14 million decrease in buying, occupancy, and warehousing costs. This increase was partially offset by an increase in SG&A expenses of \$22 million, primarily driven by store compensation, to arrive at the \$40 increase in operating income.

Other. The increase in expense was primarily due to decreased margin from emerging brands.

General Corporate Expenses. The decrease in expense was primarily due to a \$20 million decrease in performance-based incentives and other compensation, a \$9 million decrease in rent, and a \$7 million decrease in depreciation and amortization expense.

Interest (Income), Net

	Fiscal Years Ending		Increase/(Decrease)	
	February 1, 2025	February 3, 2024		
	<i>(In thousands)</i>		<i>(In thousands)</i>	<i>(Percentage)</i>
Interest (income), net	\$ (7,769)	\$ (6,190)	\$ 1,579	(26) %
Interest (income), as a percentage of net revenue	(0.1) %	(0.1) %	-	

The increase in interest (income), net was primarily attributable to increased interest income on deposits, no borrowings on our Credit Facility (as defined below), and the elimination of convertible note interest expense on the 2025 Notes (as defined below) due to their early redemption during Fiscal 2023.

Other (Income), Net

	Fiscal Years Ending		Increase/(Decrease)	
	February 1, 2025	February 3, 2024		
	<i>(In thousands)</i>		<i>(In thousands)</i>	<i>(Percentage)</i>
Other (income), net	\$ (7,162)	\$ (10,951)	\$ (3,789)	(35) %
Other (income), net as a percentage of net revenue	(0.1) %	(0.2) %	10 basis points	

The decrease in other (income), net was primarily attributable to foreign currency fluctuations.

Income Taxes

	Fiscal Years Ending		Increase/(Decrease)	
	February 1, 2025	February 3, 2024		
	<i>(In thousands)</i>		<i>(In thousands)</i>	<i>(Percentage)</i>
Provision for income taxes	\$ 112,854	\$ 69,820	\$ 43,034	62 %
Provision for income taxes as a percentage of net revenue	2.0 %	1.3 %	-70 basis points	
Effective tax rate	25.5 %	29.1 %		

The effective income tax rate was 25.5% for Fiscal 2024, compared to an effective income tax rate of 29.1% for Fiscal 2023. The lower effective income tax rate in Fiscal 2024 was primarily driven by changes in non-deductible executive compensation and non-deductible goodwill impairment charge, partially offset by international provisions of the Tax Cut and Jobs Act of 2017 (the "Tax Act") and federal credits. Our effective income tax rate is also dependent upon the overall mix of earnings in jurisdictions with different tax rates.

The Organization for Economic Cooperation and Development ("OECD") Global Anti-Base Erosion Pillar Two minimum tax rules, also referred to as "Pillar Two", are intended to apply to tax years beginning in 2024 and generally provide for a minimum effective tax rate of 15%. While the U.S. has not enacted legislation to adopt Pillar Two and it is uncertain if it will do so in the future, certain countries in which we operate have enacted such legislation, and other countries are in the process of doing so. We considered the applicable tax laws in relevant jurisdictions and concluded there is no material effect on our effective tax rate or our consolidated results of operation, financial position, and cash flows for the year ended February 1, 2025. The Company will continue to evaluate the potential effect of Pillar Two on future reporting periods.

Refer to Note 2, Summary of Significant Accounting Policies, and Note 13, Income Taxes, to the Consolidated Financial Statements included herein for additional information regarding our accounting for income taxes.

Net Income

	Fiscal Years Ending		Increase/(Decrease)	
	February 1, 2025	February 3, 2024		
	<i>(In thousands)</i>		<i>(In thousands)</i>	<i>(Percentage)</i>
Net income	\$ 329,380	\$ 170,038	\$ 159,342	94 %
Net income as a percentage of net revenue	6.2 %	3.2 %	300 basis points	

The change in net income was attributable to the factors described above.

Net income per diluted share for Fiscal 2024 was \$1.68, which includes \$17.6 million (\$0.06 per diluted share) of pre-tax impairment, restructuring and other charges. Refer to "Non-GAAP information" below for additional detail.

Net income per diluted share for Fiscal 2023 was \$0.86, which includes \$152.6 million (\$0.66 per diluted share) of pre-tax impairment, restructuring and other charges. Refer to "Non-GAAP information" below for additional detail.

Non-GAAP Information

This Results of Operations section contains gross profit, operating income, net income and net income per diluted share presented on a non-GAAP basis, which are non-GAAP financial measures ("non-GAAP" or "adjusted"). These financial measures are not based on any standardized methodology prescribed by GAAP and are not necessarily comparable to similar measures presented by other companies. Non-GAAP information is provided as a supplement to, not as a substitute for, or as superior to, measures of financial performance prepared in accordance with GAAP. We believe that this non-GAAP information is useful as an additional means for investors to evaluate our operating performance, when reviewed in conjunction with our GAAP consolidated financial statements and provides a higher degree of transparency. These amounts are not determined in accordance with GAAP and, therefore, should not be used exclusively in evaluating our business and operations. The table below reconciles the GAAP financial measure to the non-GAAP financial measure discussed above for Fiscal 2024:

GAAP to Non-GAAP Reconciliation (Dollars in thousands, except per share amounts)

	Fiscal Year Ended February 1, 2025				
	Operating Income	Income Tax Expense	Effective Tax Rate	Net Income	Earnings per Diluted Share
GAAP Basis	\$ 427,303	\$ 112,854	25.5 %	\$ 329,380	\$ 1.68
% of Revenue	8.0 %			6.2 %	
Add: Impairment, restructuring and other charges ⁽¹⁾	\$ 17,561			\$ 12,983	\$ 0.06
Tax effect of the above ⁽²⁾		\$ 4,577			
Non-GAAP Basis	\$ 444,864	\$ 117,431	25.5 %	\$ 342,363	\$ 1.74
% of Revenue	8.3 %			6.4 %	

⁽¹⁾ Refer to Note 15, Impairment, Restructuring and Other Charges, to the Consolidated Financial Statements included herein for additional information.

⁽²⁾ The tax effect of excluded items is the difference between the tax provision calculated on a GAAP basis and on a non-GAAP basis.

The table below reconciles the GAAP financial measure to the non-GAAP financial measure discussed above for Fiscal 2023:

GAAP to Non-GAAP Reconciliation <i>(Dollars in thousands, except per share amounts)</i> Fiscal Year Ended February 3, 2024						
	Gross Profit ⁽¹⁾	Operating Income ⁽²⁾	Income Tax Expense	Effective Tax Rate	Net Income	Earnings per Diluted Share
GAAP Basis	\$ 2,024,578	\$ 222,717	\$ 69,820	29.1 %	\$ 170,038	\$ 0.86
% of Revenue	38.5 %	4.2 %			3.2 %	
Add: Impairment, restructuring and other charges	\$ 10,950	\$ 152,645			\$ 129,875	\$ 0.66
Tax effect of the above ⁽³⁾			\$ 22,770	(5.5)%		
Non-GAAP Basis	\$ 2,035,528	\$ 375,362	\$ 92,590	23.6 %	\$ 299,913	\$ 1.52
% of Revenue	38.7 %	7.1 %			5.7 %	

(1) \$11.0 million of inventory write-down charges related to our international businesses as further described in note (2) below.

(2) \$119.6 million of charges related to the Quiet Platforms restructuring. Of this amount, we impaired definite lived intangible assets of \$40.5 million consisting of \$31.2 million of customer relationships and \$9.3 million of trade names. We also impaired \$39.6 million of goodwill. We recorded \$24.7 million of long-term asset impairment primarily related to technology which is no longer a part of the long-term strategy. All impairments were recorded due to insufficient prospective cash flows to support the asset value, resulting from the restructuring of Quiet Platforms. We recorded \$9.9 million of severance based on this revised strategy. We also recorded \$4.9 million of contract related charges.

\$10.9 million of charges related to exiting the Japan market, including the closure of all four stores in January 2024, as well as impairment related to our Hong Kong retail operations. Of this amount, \$4.7 million related to Japan store ROU assets, \$3.6 million of Japan store property and equipment, \$1.3 million of Hong Kong store ROU assets, and \$1.3 million of employee severance. All impairments were recorded due to insufficient respective cash flows to support the asset values. Additionally, we recorded \$11.0 million of inventory write-down charges related to restructuring our international operations, which was recorded separately in Cost of Sales and discussed in note (1) above.

\$11.2 million, consisting of \$6.0 million of employee severance related to corporate realignment and other asset impairment of \$5.2 million of investments related to further strategic business changes.

(3) The income tax impact of \$22.8 million related to restructuring is primarily caused by the non-deductibility of goodwill impairment and international restructuring charges as well as the additional tax expense on the overall mix of earnings in jurisdictions with different tax rates.

Liquidity and Capital Resources

Our uses of cash have historically been for working capital, the construction of new stores and remodeling of existing stores, information technology and e-commerce upgrades and investments, distribution center improvements and expansion, and the return of value to shareholders through the repurchase of common stock and the payment of dividends. Additionally, our uses of cash have included the development of the Aerie brand, investments in technology and omni-channel capabilities, and our international expansion efforts.

Historically, our uses of cash have been funded with cash flow from operations and existing cash on hand. We also maintain an asset-based revolving credit facility that allows us to borrow up to \$700 million, which will expire in June 2027. In April 2020, the Company issued \$415 million aggregate principal amount of convertible senior notes due 2025 (the "2025 Notes"). The 2025 Notes were fully redeemed during Fiscal 2023. Refer to Note 8, Long-Term Debt, Net, to the Consolidated Financial Statements included herein for additional information regarding our long-term debt.

We expect to be able to fund our future cash requirements through current cash holdings and available liquidity.

The following sets forth certain measures of our liquidity:

	February 1, 2025
Working capital, in thousands	\$ 471,575
Current Ratio	1.53

The following table sets forth net cash flows in operating, investing, and financing activities for Fiscal 2024 and 2023:

	Fiscal Years Ending		(Decrease)/Increase
	February 1, 2025	February 3, 2024	
	(In thousands)		
Total cash provided by (used for):			
Operating activities	\$ 476.8	\$ 580.7	\$ (103.9)
Investing activities	(217.5)	(287.4)	69.9
Financing activities	(301.9)	(109.5)	(192.4)
Effect of foreign currency exchange rate changes on cash and cash equivalents	(2.5)	0.1	(2.6)
(Decrease) increase in cash and cash equivalents	\$ (45.1)	\$ 183.9	\$ (229.0)

Cash Flows Provided by Operating Activities

For both periods, our major source of cash from operations was merchandise sales and our primary outflow of cash from operations was for the payment of operational costs.

Cash Flows Used for Investing Activities

Investing activities for Fiscal 2024 primarily consisted of capital expenditures for property and equipment. Investing activities in Fiscal 2023 primarily consisted of capital expenditures for property and equipment and the purchase of available-for-sale securities. For further information on capital expenditures, refer to "Capital Expenditures for Property and Equipment" caption below.

Cash Flows Used for Financing Activities

During Fiscal 2024, cash used for financing activities consisted primarily of \$190.9 million, including commissions and excise taxes, used to repurchase common stock under our publicly announced programs, and \$96.5 million for cash dividends paid at a quarterly rate of \$0.125 for all four quarters of Fiscal 2024.

During Fiscal 2023, cash used for financing activities consisted primarily of \$83.8 million of dividend payments paid at a quarterly rate of \$0.10 per share for the first three quarters of Fiscal 2023, and \$0.125 for the fourth quarter of Fiscal 2023 and \$20.3 million, including commissions, used to repurchase common stock under our publicly announced programs.

Cash returned to shareholders through dividends and share repurchases was \$287.4 million and \$104.1 million in Fiscal 2024 and Fiscal 2023, respectively.

Capital Expenditures for Property and Equipment

For Fiscal 2024, capital expenditures totaled \$222.5 million. See below for a breakdown of expenditures:

	Fiscal Years Ending		Increase/(Decrease)	
	February 1, 2025	February 3, 2024		
	(In thousands)		(In thousands)	(Percentage)
Store, fixture, and visual investments	\$ 131,938	\$ 87,625	\$ 44,313	51 %
Information technology initiatives	51,399	57,355	(5,956)	(10)
Supply chain infrastructure	17,923	27,616	(9,693)	(35)
Other home office projects	21,279	1,841	19,438	1056
Capital Expenditures	\$ 222,539	\$ 174,437	\$ 48,102	28 %

For Fiscal 2025, we expect capital expenditures to be approximately \$300 million related to the continued support of our expansion efforts, stores, information technology upgrades to support growth and investments in e-commerce, as well as to support and enhance our supply chain. We expect to be able to fund our capital expenditures through current cash holdings and cash generated from operations.

See below for a breakdown for stores remodeled and new stores opened in Fiscal 2024 and Fiscal 2023:

	Fiscal Years Ending			
	February 1, 2025		February 3, 2024	
	New Stores	Remodels	New Stores	Remodels
American Eagle ⁽¹⁾	22	46	18	27
Aerie ⁽²⁾	22	5	17	3
Todd Snyder	4	-	6	-
Unsubscribed	1	-	1	-
Total stores	49	51	42	30

⁽¹⁾ American Eagle includes AE stand-alone stores, Aerie side-by-side stores connected to an AE brand location, AE, Aerie, and OFFLINE locations connected as one store, and OFFLINE side-by-side stores connected to an AE brand location.

⁽²⁾ Aerie includes Aerie stand-alone, OFFLINE stand-alone, and OFFLINE side-by-side stores connected to an Aerie brand location.

Revolving Credit Facility

In June 2022, we entered into an amended and restated credit agreement (the "Credit Agreement"). The Credit Agreement provides senior secured asset-based revolving credit for loans and letters of credit up to \$700 million, subject to customary borrowing base limitations (the "Credit Facility"). The Credit Facility expires on June 24, 2027.

All obligations under the Credit Facilities are unconditionally guaranteed by certain subsidiaries. The obligations under the Credit Agreement are secured by certain assets of the Company and certain subsidiaries.

As of February 1, 2025, we were in compliance with the terms of the Credit Agreement and had \$12 million outstanding in stand-by letters of credit.

Share Repurchases

On February 1, 2024, our Board authorized the public repurchase of 30.0 million shares under a new share repurchase program, which expires on February 3, 2029. During Fiscal 2024, there were 9.5 million shares repurchased under this authorization.

During Fiscal 2023, there were 1.0 million shares repurchased as part of our publicly announced share repurchase program.

Dividends

Dividends are disclosed in Part II. Item 5. Market for Registrant's Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities.

Critical Accounting Policies and Estimates

Our Consolidated Financial Statements are prepared in accordance with GAAP, which requires us to make estimates and assumptions that may affect the reported consolidated financial condition and results of operations should actual results

differ from these estimates and assumptions. We base our estimates and assumptions on the best available information and believe them to be reasonable for the circumstances. We believe that of our significant accounting policies, the following involve a higher degree of judgment and complexity. Refer to Note 2, Summary of Significant Accounting Policies, to the Consolidated Financial Statements included herein for a complete discussion of our significant accounting policies. Management has reviewed these critical accounting policies and estimates with the Audit Committee of our Board.

Revenue Recognition. In accordance with Accounting Standard Codification ("ASC") Topic 606, Revenue from Contracts with Customers, we record revenue for store sales upon the purchase of merchandise by customers. The Company's e-commerce operation records revenue upon the estimated customer receipt date of the merchandise. Shipping and handling revenues are included in total net revenue. Sales tax collected from customers is excluded from revenue and is included as part of accrued income and other taxes on the Company's Consolidated Balance Sheets.

Revenue is recorded net of estimated and actual sales returns and deductions for coupon redemptions and other promotions. The Company records the impact of adjustments to its sales return reserve quarterly within total net revenue and cost of sales. The sales return reserve reflects an estimate of sales returns based on projected merchandise returns determined using historical average return percentages.

Revenue is not recorded on the issuance of gift cards. A current liability is recorded upon issuance, and revenue is recognized when the gift card is redeemed for merchandise.

The Company recognizes royalty revenue generated from its license or franchise agreements based upon a percentage of merchandise sales by the licensee/franchisee. This revenue is recorded as a component of total net revenue when earned.

Revenue associated with Quiet Platforms is recognized as the services are performed.

Merchandise Inventory. Merchandise inventory is valued at the lower of average cost or net realizable value, utilizing the retail method. Average cost includes merchandise design and sourcing costs and related expenses. The Company records merchandise receipts when control of the merchandise has transferred to the Company.

We review our inventory in order to identify slow-moving merchandise and generally use markdowns to clear merchandise. Additionally, we estimate a markdown reserve for future planned markdowns related to current inventory. If inventory exceeds customer demand for reasons of style, seasonal adaptation, changes in customer preference, lack of consumer acceptance of fashion items, or competition, or if it is determined that the inventory in stock will not sell at its currently ticketed price, additional markdowns may be necessary. These markdowns may have a material adverse impact on earnings, depending on the extent and amount of inventory affected.

We estimate an inventory shrinkage reserve for anticipated losses for the period between the last physical count and the balance sheet date. The estimate for the shrinkage reserve is calculated based on historical percentages and can be affected by changes in merchandise mix and changes in actual shrinkage trends. We do not believe there is a reasonable likelihood that there will be a material change in the future estimates or assumptions we use to calculate our inventory shrinkage reserve. However, if actual physical inventory losses differ significantly from our estimate, our consolidated operating results could be adversely affected.

Impairment of long-lived assets. In accordance with ASC 360, Property, Plant, and Equipment ("ASC 360"), we evaluate the value of leasehold improvements, store fixtures, and operating lease ROU assets associated with retail stores. We evaluate long-lived assets for impairment at the individual retail store level, which is the lowest level at which individual cash flows can be identified. Impairment losses are recorded on long-lived assets used in operations when events and circumstances indicate that the assets might be impaired and the projected undiscounted cash flows estimated to be generated by those assets are less than the carrying amounts. When events such as these occur, the impaired assets are adjusted to their estimated fair value and an impairment loss is recorded separately as a component of operating income (loss) in the Consolidated Statements of Operations.

Our impairment loss calculations require management to make assumptions and to apply judgment to estimate future cash flows and asset fair values. The significant assumption used in our fair value analysis is forecasted revenue. We do not believe there is a reasonable likelihood that there will be a material change in the estimates or assumptions we use to calculate long-lived asset impairment losses. However, if actual results are not consistent with our estimates and assumptions, our consolidated operating results could be adversely affected.

Impairment of goodwill and intangible assets. Definite-lived intangible assets are initially recorded at fair value, with amortization computed utilizing the straight-line method over the assets' estimated useful lives. The Company's definite-lived intangible assets, which consist primarily of trademark assets, are generally amortized over 10 to 15 years. The Company evaluates definite-lived intangible assets for impairment in accordance with ASC 360 when events or circumstances indicate that the carrying value of the asset may not be recoverable. Such an evaluation includes the estimation of undiscounted future cash flows to be generated by those assets. If the sum of the estimated future

undiscounted cash flows is less than the carrying amounts of the assets, then the assets are impaired and are adjusted to their estimated fair value. No definite-lived intangible asset impairment charges were recorded for all periods presented.

In accordance with ASC 350, *Intangibles – Goodwill and Other*, the Company evaluates goodwill for possible impairment at least annually as of the last day of the fiscal year and upon occurrence of certain triggering events or substantive changes in circumstances that indicate that the fair value of a reporting unit may be below its carrying value. If the carrying value of the reporting unit exceeds the fair value, an impairment charge is recorded in the period of the evaluation based on that difference.

Share-Based Payments. We account for share-based payments in accordance with ASC 718, *Compensation – Stock Compensation* ("ASC 718"). To determine the fair value of our awards, we use the Black-Scholes option-pricing model for stock option awards and a Monte-Carlo simulation for performance-based restricted stock awards, which requires management to apply judgment and make assumptions to determine the fair value of our awards. These assumptions include estimating the length of time employees will retain their vested stock options before exercising them (the "expected term") and the estimated volatility of the price of our common stock over the expected term. We calculate a weighted-average expected term based on historical experience. Expected stock price volatility is based on historical volatility of our common stock. Changes in these assumptions can materially affect the estimate of the fair value of our share-based payments and the related amount recognized in our Consolidated Financial Statements.

Income Taxes. We calculate income taxes in accordance with ASC 740, *Income Taxes* ("ASC 740"), which requires the use of the asset and liability method. Under this method, deferred tax assets and liabilities are recognized based on the difference between the Consolidated Financial Statements carrying amounts of existing assets and liabilities and their respective tax bases as computed pursuant to ASC 740. Deferred tax assets and liabilities are measured using the tax rates, based on certain judgments regarding enacted tax laws and published guidance, in effect in the years when those temporary differences are expected to reverse. A valuation allowance is established against the deferred tax assets when it is more likely than not that some portion or all of the deferred taxes may not be realized. Changes in our level and composition of earnings, tax laws or the deferred tax valuation allowance, as well as the results of tax audits, may materially impact the effective income tax rate.

We evaluate our income tax positions in accordance with ASC 740, which prescribes a comprehensive model for recognizing, measuring, presenting, and disclosing in the financial statements tax positions taken or expected to be taken on a tax return, including a decision whether to file or not to file in a particular jurisdiction. Under ASC 740, a tax benefit from an uncertain position may be recognized only if it is more likely than not that the position is sustainable based on its technical merits.

The calculation of the deferred tax assets and liabilities, and the decision to recognize a tax benefit from an uncertain position and to establish a valuation allowance require management to make estimates and assumptions. We believe that our assumptions and estimates are reasonable, although actual results may have a positive or negative material impact on the balances of deferred tax assets and liabilities, valuation allowances or net income (loss).

Recent Accounting Pronouncements

Recent accounting pronouncements the Company has adopted or is currently evaluating prior to adoption, including the dates of adoption or expected dates of adoption, as applicable, and anticipated effects on the Company's audited Consolidated Financial Statements, are included in Note 2, "Summary of Significant Accounting Policies," to the Consolidated Financial Statements included herein.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

We have market risk exposure related to interest rates and foreign currency exchange rates. Market risk is measured as the potential negative impact on earnings, cash flows, or fair values resulting from a hypothetical change in interest rates or foreign currency exchange rates over the next year.

We have estimated our market risk exposure using sensitivity analysis. To test the sensitivity of our market risk exposure, we have estimated the changes in fair value of market risk sensitive instruments assuming a hypothetical 10% adverse change in market prices or rates. The results of the sensitivity analyses are summarized below.

Interest Rate Risk

Our earnings from our investments are not materially affected by changes in market interest rates. This is determined by considering the impact of a hypothetical 10% change in yield rates on our cash and investment balances and assumes no change in our investment structure.

Foreign Exchange Rate Risk

We are exposed to the impact of foreign exchange rate risk primarily through our Canadian and Mexican operations where the functional currency is the Canadian dollar and Mexican peso, respectively. The impact of all other foreign currencies is currently immaterial to our consolidated financial results. We do not utilize hedging instruments to mitigate foreign currency exchange risks. A hypothetical 10% movement in the Canadian dollar and Mexican peso exchange rate could result in a \$25 million to \$30 million foreign currency translation fluctuation, which would be recorded in accumulated other comprehensive income in the Consolidated Balance Sheets. An unrealized loss of \$40.0 million is included in accumulated other comprehensive loss as of February 1, 2025. This is primarily related to the fluctuations of the U.S. dollar to Mexican peso and US dollar to Canadian dollar exchange rates.

This sensitivity analysis has inherent limitations. The analysis disregards the possibility that rates of multiple foreign currencies will not always move in the same direction relative to the value of the U.S. dollar over time.

Item 8. Financial Statements and Supplementary Data.

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Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of American Eagle Outfitters, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of American Eagle Outfitters, Inc. (the Company) as of February 1, 2025 and February 3, 2024, the related consolidated statements of operations, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended February 1, 2025, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at February 1, 2025 and February 3, 2024, and the results of its operations and its cash flows for each of the three years in the period ended February 1, 2025, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of February 1, 2025, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated March 20, 2025 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Retail Store Long-Lived Asset Impairment

Description of the Matter

As more fully described in Notes 2 and 9 to the consolidated financial statements, the Company evaluates if there are indicators of impairment for long-lived assets in accordance with ASC 360, Property, Plant, and Equipment. The Company's first step is to determine whether indicators of

impairment exist in its long-lived assets (store fixtures, leasehold improvements, and operating lease right-of-use assets) at the individual retail store level, which is the lowest level at which individual cash flows can be identified. If indicators of impairment are identified for any retail stores, the Company evaluates if the projected undiscounted cash flows to be generated by those store assets are less than their carrying amounts. When this is the case, the Company compares the estimated fair value of the respective retail store assets to its carrying value. If fair value is less than carrying value, an impairment loss is recorded for the difference.

Auditing the Company's impairment analysis includes certain assumptions, such as market rent estimates used in the determination of fair value. Market rent estimates include inherent uncertainties as they are affected by expectations by future market and economic conditions.

*How We Addressed the
Matter in Our Audit*

We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls over the Company's processes over the identification of indicators of impairment, the assessment of the projected undiscounted cash flows to be generated by retail stores with indicators of impairment and the determination of the fair value.

Our testing of the Company's retail store impairment analyses included, among other procedures, inspecting the Company's analysis of historical results to determine if contrary evidence existed as to the completeness of the population of potentially impaired retail stores. Furthermore, we assessed the assumptions applied by management in these analyses, particularly the market rent assumption mentioned earlier that was utilized to estimate fair value. For the market rent assumption, we assessed the reasonableness by comparing to market data and we conducted sensitivity analyses to determine the extent of fair value changes required for an impairment to be recognized.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 1993.

Pittsburgh, Pennsylvania
March 20, 2025

AMERICAN EAGLE OUTFITTERS, INC.
Consolidated Balance Sheets

(In thousands, except per share amounts)	Fiscal Years Ending	
	February 1, 2025	February 3, 2024
Assets		
Current assets:		
Cash and cash equivalents	\$ 308,962	\$ 354,094
Short-term investments	50,000	100,000
Merchandise inventory	636,655	640,662
Accounts receivable, net	262,365	247,934
Prepaid expenses	76,088	65,082
Other current assets	20,161	25,578
Total current assets	1,354,231	1,433,350
Operating lease right-of-use assets	1,295,400	1,005,293
Property and equipment, at cost, net of accumulated depreciation	751,264	713,336
Goodwill, net	225,079	225,303
Non-current deferred income taxes	68,158	82,064
Intangible assets, net	42,449	46,109
Other assets	94,194	52,454
Total assets	\$ 3,830,775	\$ 3,557,909
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 280,712	\$ 268,308
Current portion of operating lease liabilities	313,034	284,508
Accrued compensation and payroll taxes	113,388	152,353
Unredeemed gift cards and gift certificates	70,094	66,285
Accrued income and other taxes	30,677	46,114
Other current liabilities and accrued expenses	74,751	73,604
Total current liabilities	882,656	891,172
Non-current liabilities:		
Non-current operating lease liabilities	1,133,296	901,122
Other non-current liabilities	47,963	28,856
Total non-current liabilities	1,181,259	929,978
Commitments and contingencies	—	—
Stockholders' equity:		
Preferred stock, \$0.01 par value; 5,000 shares authorized; none issued and outstanding	—	—
Common stock, \$0.01 par value; 600,000 shares authorized; 249,566 shares issued; 188,618 and 196,936 shares outstanding, respectively	2,496	2,496
Contributed capital	365,845	360,378
Accumulated other comprehensive loss	(56,390)	(16,410)
Retained earnings	2,456,063	2,214,159
Treasury stock, 60,948 and 52,630 shares, respectively, at cost	(1,001,154)	(823,864)
Total stockholders' equity	1,766,860	1,736,759
Total liabilities and stockholders' equity	\$ 3,830,775	\$ 3,557,909

Refer to Notes to Consolidated Financial Statements

AMERICAN EAGLE OUTFITTERS, INC.
Consolidated Statements of Operations

AMERICAN EAGLE OUTFITTERS, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS

	Fiscal Years Ending		
	February 1, 2025	February 3, 2024	January 28, 2023
<i>(In thousands, except per share amounts)</i>			
Total net revenue	\$ 5,328,652	\$ 5,261,770	\$ 4,989,833
Cost of sales, including certain buying, occupancy and warehousing expenses	\$ 3,239,719	3,237,192	3,244,585
Gross profit	2,088,933	2,024,578	1,745,248
Selling, general and administrative expenses	1,431,814	1,433,300	1,269,095
Impairment, restructuring and other charges	17,561	141,695	22,209
Depreciation and amortization expense	212,255	226,866	206,897
Operating income	\$ 427,303	\$ 222,717	\$ 247,047
Debt-related charges	—	—	64,721
Interest (income) expense, net	(7,769)	(6,190)	14,297
Other (income), net	(7,162)	(10,951)	(10,465)
Income before income taxes	442,234	239,858	178,494
Provision for income taxes	112,854	69,820	53,358
Net income	\$ 329,380	\$ 170,038	\$ 125,136
Basic net income per common share	\$ 1.71	\$ 0.87	\$ 0.69
Diluted net income per common share	\$ 1.68	\$ 0.86	\$ 0.64
Weighted average common shares outstanding - basic	193,056	195,646	181,778
Weighted average common shares outstanding - diluted	196,412	196,863	205,226

Refer to Notes to Consolidated Financial Statements

AMERICAN EAGLE OUTFITTERS, INC.
Consolidated Statements of Comprehensive Income

(In thousands)	Fiscal Years Ending		
	February 1, 2025	February 3, 2024	January 28, 2023
Net income	329,380	170,038	125,136
Other comprehensive (loss) gain			
Foreign currency translation (loss) gain	(39,980)	16,220	8,215
Other comprehensive (loss) gain	(39,980)	16,220	8,215
Comprehensive income	\$ 289,400	\$ 186,258	\$ 133,351

Refer to Notes to Consolidated Financial Statements

AMERICAN EAGLE OUTFITTERS, INC.
Consolidated Statements of Stockholders' Equity

	Shares Outstanding ⁽¹⁾	Common Stock	Contributed Capital	Retained Earnings	Treasury Stock ⁽²⁾	Accumulated Other Comprehensiv e (Loss)	Stockholders' Equity
<i>(In thousands, except per share amounts)</i>							
Balance at January 29, 2022	168,699	\$ 2,496	\$ 636,355	\$ 2,203,772	\$ (1,378,106)	\$ (40,845)	\$ 1,423,672
Stock awards	—	—	38,148	—	—	—	38,148
Repurchase of common stock from employees	(584)	—	—	—	(9,780)	—	(9,780)
Reissuance of treasury stock	1,643	—	(24,642)	(1,624)	27,865	—	1,599
Adoption of Accounting Standards Update 2020-06, net of tax	—	—	(67,686)	18,830	—	—	(48,856)
Accelerated share repurchase	(17,023)	—	—	—	(200,000)	—	(200,000)
Exchange of Convertible Senior Notes	42,329	—	(244,198)	(142,737)	710,417	—	323,482
Net income	—	—	—	125,136	—	—	125,136
Other comprehensive income	—	—	—	—	—	8,215	8,215
Cash dividends and dividend equivalents (\$0.360 per share)	—	—	1,484	(66,251)	—	—	(64,767)
Contributions from non-controlling interests	—	—	2,314	—	—	—	2,314
Balance at January 28, 2023	195,064	\$ 2,496	\$ 341,775	\$ 2,137,126	\$ (849,604)	\$ (32,630)	\$ 1,599,163
Stock awards	—	—	50,445	—	—	—	50,445
Repurchase of common stock as part of publicly announced programs	(1,000)	—	—	—	(20,261)	—	(20,261)
Repurchase of common stock from employees	(766)	—	—	—	(10,666)	—	(10,666)
Reissuance of treasury stock	2,539	—	(28,038)	(4,936)	39,559	—	6,585
Redemption of Convertible Senior Notes	1,099	—	(6,281)	(2,137)	17,108	—	8,690
Net income	—	—	—	170,038	—	—	170,038
Other comprehensive income	—	—	—	—	—	16,220	16,220
Cash dividends and dividend equivalents (\$0.425 per share)	—	—	2,107	(85,932)	—	—	(83,825)
Contributions from non-controlling interests	—	—	370	—	—	—	370
Balance at February 3, 2024	196,936	\$ 2,496	\$ 360,378	\$ 2,214,159	\$ (823,864)	\$ (16,410)	\$ 1,736,759
Stock awards	—	—	39,006	—	—	—	39,006
Repurchase of common stock as part of publicly announced programs, including excise tax	(9,500)	—	—	—	(190,912)	—	(190,912)
Repurchase of common stock from employees	(557)	—	—	—	(13,769)	—	(13,769)
Reissuance of treasury stock	1,739	—	(36,435)	11,329	27,391	—	2,285
Net income	—	—	—	329,380	—	—	329,380
Other comprehensive income	—	—	—	—	—	(39,980)	(39,980)
Cash dividends and dividend equivalents (\$0.500 per share)	—	—	2,350	(98,805)	—	—	(96,455)
Contributions from non-controlling interests	—	—	546	—	—	—	546
Balance at February 1, 2025	188,618	\$ 2,496	\$ 365,845	\$ 2,456,063	\$ (1,001,154)	\$ (56,390)	\$ 1,766,860

(1) 600,000 authorized, 249,566 issued and 188,618 outstanding, \$0.01 par value common stock at February 1, 2025; 600,000 authorized, 249,566 issued and 196,936 outstanding, \$0.01 par value common stock at February 3, 2024; 600,000 authorized, 249,566 issued and 195,064 outstanding, \$0.01 par value common stock at January 28, 2023. The Company has 5,000 authorized, with no issued or outstanding, \$0.01 par value preferred stock for all periods presented.

(2) 60,948 shares, 52,630 shares, and 54,502 shares at February 1, 2025, February 3, 2024, and January 28, 2023 respectively. During Fiscal 2024, Fiscal 2023, and Fiscal 2022, 1,739 shares, 2,539 shares, and 1,643 shares, respectively, were reissued from treasury stock for the issuance of share-based payments.

Refer to Notes to Consolidated Financial Statements

AMERICAN EAGLE OUTFITTERS, INC.
Consolidated Statements of Cash Flows

(In thousands)	Fiscal Years Ending		
	February 1, 2025	February 3, 2024	January 28, 2023
Operating activities:			
Net income	\$ 329,380	\$ 170,038	\$ 125,136
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	220,525	235,213	212,499
Share-based compensation	39,606	51,067	38,986
Deferred income taxes	9,748	(43,456)	31,049
Impairment of assets	6,353	116,365	20,633
Exchange of convertible senior notes	—	—	60,341
Changes in assets and liabilities:			
Accounts receivable	(15,629)	(5,820)	43,851
Merchandise inventory	(21,363)	(46,304)	(38,364)
Operating lease assets	251,204	230,659	345,798
Operating lease liabilities	(280,036)	(326,571)	(361,142)
Other assets	(30,354)	17,473	26,280
Accounts payable	15,907	33,432	2,019
Accrued compensation and payroll taxes	(38,050)	100,223	(90,114)
Accrued and other liabilities	(10,493)	48,391	(10,676)
Net cash provided by operating activities	476,798	580,710	406,296
Investing activities:			
Capital expenditures for property and equipment	(222,538)	(174,437)	(260,378)
Sale of available-for-sale investments	100,000	—	—
Purchase of available-for-sale investments	(50,000)	(100,000)	—
Purchase of equity method investment	(35,000)	—	—
Other investing activities	(9,972)	(12,995)	(997)
Net cash (used for) investing activities	(217,510)	(287,432)	(261,375)
Financing activities:			
Accelerated share repurchase	—	—	(200,000)
Principal paid in connection with exchange of convertible senior notes due 2025	—	—	(136,419)
Cash dividends paid	(96,455)	(83,825)	(64,767)
Repurchase of common stock as part of publicly announced programs	(190,912)	(10,666)	(9,780)
Repurchase of common stock from employees	(13,769)	(20,261)	—
Net proceeds from stock options exercised	3,841	7,646	2,089
Proceeds from revolving line of credit	—	30,000	—
Principal payments on revolving line of credit	—	(30,000)	—
Other financing activities	(4,614)	(2,368)	984
Net cash (used for) financing activities	(301,909)	(109,474)	(407,893)
Effect of exchange rates on cash	(2,511)	81	(1,589)
Net change in cash and cash equivalents	(45,132)	183,885	(264,561)
Cash and cash equivalents - beginning of period	\$ 354,094	\$ 170,209	\$ 434,770
Cash and cash equivalents - end of period	<u>308,962</u>	<u>354,094</u>	<u>170,209</u>

Refer to Notes to Consolidated Financial Statements

Index for Notes to the Consolidated Financial Statements

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AMERICAN EAGLE OUTFITTERS, INC.

Notes to Consolidated Financial Statements For the Year Ended February 1, 2025

1. Business Operations

American Eagle Outfitters, Inc. (the "Company," "we" and "our"), a Delaware corporation, operates under the American Eagle® ("AE") and Aerie® brands. We also operate Todd Snyder New York ("Todd Snyder"), a premium menswear brand, and Unsubscribed, which focuses on consciously-made slow fashion.

Founded in 1977, the Company is a leading multi-brand specialty retailer that operates nearly 1,500 retail stores in the U.S. and internationally, online through our digital channels at www.ae.com and www.aerie.com, www.toddsnyder.com, www.unsubscribed.wcom and more than 300 international store locations managed by third-party operators. Through its portfolio of brands, the Company offers high quality, on-trend clothing, accessories, and personal care products at affordable prices. The Company's online business, AEO Direct, ships to approximately 90 countries worldwide.

AEO Direct reinforces each particular brand platform and is designed to complement the in-store experience. We offer the ability for customers to return products seamlessly via any channel regardless of where products were originally purchased. We also offer a variety of channels to fulfill customer orders. These include "ship to home," which can be fulfilled either through our distribution centers or our store sites (buy online, ship from stores) when purchased online or through our app; and "store pick-up," which consists of online orders being fulfilled either in store or curbside, and we offer "store-to-door" capability where customers order within our store, and the goods are shipped directly to their home.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The Consolidated Financial Statements include the accounts of the Company and its wholly owned subsidiaries and consolidated entities where the Company's ownership percentage is less than 100%. Non-controlling interests are included as a component of contributed capital within the Consolidated Balance Sheets and Consolidated Statements of Stockholders' Equity and was not material for any period presented. All intercompany transactions and balances have been eliminated in consolidation. At February 1, 2025, the Company operated in two reportable segments, American Eagle and Aerie.

Fiscal Year

Our fiscal year is a 52- or 53-week year that ends on the Saturday nearest to January 31. As used herein, "Fiscal 2027" refers to the 52-week period that will end on January 29, 2028. "Fiscal 2025" refers to the 52 week period that will end on January 31, 2026. "Fiscal 2024" refers to the 52-week period ended February 1, 2025. "Fiscal 2023" refers to the 53-week period ended February 3, 2024. "Fiscal 2022" refers to the 52-week period ended January 28, 2023.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. of America ("GAAP") requires the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. On an ongoing basis, our management reviews its estimates based on currently available information. Changes in facts and circumstances may result in revised estimates.

Recent Accounting Pronouncements

In August 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2020-06, *Debt with Conversion and Other Options* ("ASU 2020-06"), which simplifies the accounting for convertible debt instruments. The new guidance eliminates two of the three models in Accounting Standards Codification ("ASC") 470-20, *Debt with Conversion and Other Options* that require separating embedded conversion features from convertible

instruments. The guidance also addresses how convertible instruments are accounted for in the diluted earnings per share ("EPS") calculation. The guidance is effective for fiscal years beginning after December 15, 2021. The Company adopted ASU 2020-06 effective January 30, 2022 under the modified retrospective method.

In November 2023, the FASB issued ASU 2023-07, *Improvements to Reportable Segment Disclosures* ("ASU 2023-07"), which requires that segment expenses deemed significant to the chief operating decision maker (CODM) typically incorporated in measuring profit or loss of the segment should be disclosed. The guidance also requires that the difference between segment revenues and these significant segment expenses is disclosed. Any annually disclosed segment information is now required to be reported in interim periods as well. The guidance is effective for fiscal years beginning after December 15, 2023, and interim periods beginning after December 15, 2024. Public entities are required to apply the amendment retrospectively to prior periods presented in the financial statements. The Company adopted ASU 2023-07 effective for its Fiscal year 2024 and for the interim periods beginning in Fiscal 2025.

Refer to Note 14, Segment Reporting, to the Consolidated Financial Statements for additional information regarding Segment Reporting.

In December 2023, the FASB issued ASU 2023-09, *Improvements to Income Tax Disclosures* ("ASU 2023-09"), which requires increased transparency in tax disclosures, specifically by expanding requirements for rate reconciliation and income taxes paid information. Additionally, the amendment requires disclosures of income/(loss) from continuing operations before taxes disaggregated between domestic and foreign, and income tax expense/(benefit), disaggregated by federal, state, and foreign. Disclosure requirements about the nature and estimated range of the reasonably possible change in unrecognized tax benefits over the next year have been removed as part of this amendment. The guidance is effective for fiscal years beginning after December 15, 2024. The Company plans to adopt ASU 2023-09 effective for Fiscal 2025.

Refer to Note 13, Income Taxes, to the Consolidated Financial Statements for additional information regarding Income Taxes.

In November 2024, the FASB issued ASU 2024-03, *Disaggregation of Income Statement Expenses* ("ASU 2024-03"), which requires disclosure of additional information for specific expense categories in the notes to financial statements for interim and annual periods. Specifically, the amendment requires quantitative disclosure for purchases of inventory, employee compensation, depreciation, and intangible asset amortization within an expense caption. For any remaining amounts within an expense caption, a qualitative description must be included. In all reporting periods, a total selling expense amount must be disclosed, with an annual disclosure of the entity's definition of selling expenses. The guidance is effective for fiscal years beginning after December 15, 2026, and interim periods beginning after December 15, 2027. The Company plans to adopt ASU 2024-03 effective for Fiscal 2027.

Foreign Currency Translation

In accordance with ASC 830, *Foreign Currency Matters*, the Company translates assets and liabilities denominated in foreign currencies into U.S. dollars ("USD") (the reporting currency) at the exchange rates prevailing at the balance sheet date. The Company translates revenues and expenses denominated in foreign currencies into USD at the monthly average exchange rates for the period. Gains or losses resulting from foreign currency transactions are included in the consolidated results of operations, whereas related translation adjustments are reported as an element of other comprehensive income (loss) in accordance with ASC 220, *Comprehensive Income*. Refer to Note 10, Accumulated Other Comprehensive Loss, to the Consolidated Financial Statements for information regarding accumulated other comprehensive income (loss).

Cash and Cash Equivalents and Short-term Investments

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. Short-term investments classified as available-for-sale include certificates of deposit with an original maturity greater than three months, but less than one year.

Refer to Note 3, Cash and Cash Equivalents and Short-term Investments, to the Consolidated Financial Statements for information regarding cash and cash equivalents, and short-term investments.

Accounts Receivable

The Company's receivables are primarily generated from product sales and royalties from our licensees. The primary indicators of the credit quality of our receivables are aging, payment history, economic sector information and outside credit monitoring, and are assessed on a quarterly basis. Our credit loss exposure is mainly concentrated in our accounts receivable portfolio. Our allowance for credit losses is calculated using a loss-rate method based on historical experience, current market conditions and reasonable forecasts. For Fiscal 2024, we did not observe a significant deterioration of our receivable portfolio that required a significant increase in our allowance for credit losses. As of February 1, 2025 and February 3, 2024, our allowance for credit losses was \$8.9 million and \$12.7 million, respectively.

Merchandise Inventory

Merchandise inventory is valued at the lower of average cost or net realizable value, utilizing the retail method. Average cost includes merchandise design and sourcing costs and related expenses. The Company records merchandise receipts when control of the merchandise has transferred to the Company.

The Company reviews its inventory levels to identify slow-moving merchandise and generally uses markdowns to clear merchandise. Additionally, the Company estimates a markdown reserve for future planned permanent markdowns related to current inventory. Markdowns may occur when inventory exceeds customer demand for reasons of style, seasonal adaptation, changes in customer preference, lack of consumer acceptance of fashion items, or competition, or if it is determined that the inventory in stock will not sell at its currently ticketed price. Such markdowns may have a material adverse impact on earnings, depending on the extent and amount of inventory affected.

The Company also estimates a shrinkage reserve for the period between the last physical count and the balance sheet date. The estimate for the shrinkage reserve, based on historical results, can be affected by changes in merchandise mix and changes in actual shrinkage trends.

Property and Equipment

Property and equipment are recorded on the basis of cost with depreciation computed utilizing the straight-line method over the assets' estimated useful lives. The useful lives of our major classes of assets are as follows:

Buildings	25 years
Leasehold improvements	Lesser of 10 years or the term of the lease
Fixtures and equipment	Five years
Information technology	Three to five years

As of February 1, 2025, the weighted average remaining useful life of our assets was approximately six years.

In accordance with ASC 360, *Property, Plant, and Equipment* ("ASC 360"), the Company's management evaluates the value of leasehold improvements, store fixtures, and operating lease right-of-use ("ROU") assets associated with retail stores. The Company evaluates long-lived assets for impairment at the individual store level, which is the lowest level at which individual cash flows can be identified. Impairment losses are recorded on long-lived assets used in operations when events and circumstances indicate that the assets might be impaired and the projected undiscounted cash flows estimated to be generated by those assets are less than the carrying amounts. When events such as these occur, the impaired assets are adjusted to their estimated fair value and an impairment loss is recorded separately as a component of operating income within impairment, restructuring, and other charges in the Consolidated Statements of Operations.

Our impairment loss calculations require management to make assumptions and to apply judgment to estimate future cash flows and asset fair values. The significant assumptions used in our fair value analysis are forecasted revenue and market rent. We do not believe there is a reasonable likelihood that there will be a material change in the estimates or assumptions we use to calculate long-lived asset impairment losses. However, if actual results are not consistent with our estimates and assumptions, our consolidated operating results could be adversely affected.

When the Company closes, remodels, or relocates a store prior to the end of its lease term, the remaining net book value of the assets related to the store is recorded as a write-off of assets within depreciation and amortization expense.

Refer to Note 6, Property and Equipment, Net, to the Consolidated Financial Statements for additional information regarding property and equipment, and refer to Note 15, Impairment, Restructuring and Other Charges, to the Consolidated Financial Statements for additional information regarding impairment charges for Fiscal 2024, Fiscal 2023, and Fiscal 2022.

Goodwill and Intangible Assets

The Company's goodwill is primarily related to the acquisitions of its regionalized fulfillment center network, as well as its importing operations and Canadian business, and represents the excess of cost over fair value of net assets of businesses acquired. In accordance with ASC 350, *Intangibles – Goodwill and Other*, the Company evaluates goodwill for possible impairment at least annually as of the last day of the fiscal year and upon occurrence of certain triggering events or substantive changes in circumstances that indicate that the fair value of a reporting unit may be below its carrying value. If the carrying value of the reporting unit exceeds the fair value, an impairment charge is recorded in the period of the evaluation based on that difference. The Company last performed an annual goodwill impairment test as of February 1, 2025. No indicators of impairment were present during Fiscal 2024 or Fiscal 2022. In Fiscal 2023, the Company concluded that the goodwill assigned to the Quiet Platforms reporting unit was impaired, resulting in a charge of \$39.6 million recorded within impairment, restructuring and other charges on the Consolidated Statements of Operations, due to insufficient prospective cash flows to support the carrying value of the business. Significant, subjective assumptions used in the Company's fair value estimate included forecasted cost of sales, forecasted operating expense and discount rate.

Definite-lived intangible assets are initially recorded at fair value, with amortization computed utilizing the straight-line method over the assets' estimated useful lives. The Company's definite-lived intangible assets, which consist primarily of trademark assets, are generally amortized over 10 to 15 years.

The Company evaluates definite-lived intangible assets for impairment in accordance with ASC 360 when events or circumstances indicate that the carrying value of the asset may not be recoverable. Such an evaluation includes the estimation of undiscounted future cash flows to be generated by those assets. If the sum of the estimated future undiscounted cash flows is less than the carrying amounts of the assets, then the assets are impaired and are adjusted to their estimated fair value. No definite-lived intangible asset impairment charges were recorded during Fiscal 2024 or Fiscal 2022. During Fiscal 2023, the Company recorded a \$40.5 million impairment charge within impairment, restructuring, and other charges on the Consolidated Statements of Operations, related to the definite-lived intangible assets of Quiet Platforms, due to insufficient prospective cash flows to support the carrying value of the assets.

Refer to Note 7, Goodwill and Intangible Assets, Net, to the Consolidated Financial Statements for additional information regarding goodwill and intangible assets and refer to Note 15, Impairment, Restructuring and Other Charges, to the Consolidated Financial Statements for additional information regarding impairment charges for Fiscal 2023.

Equity Method Investments

During Fiscal 2024, the Company entered into a Limited Partnership Agreement of ACON Apparel Investors, L.P. (the "Fund"), with ACON Apparel GenPar, LLC. ("ACON") as the general partner. The Company paid \$35.0 million for a 20% interest for its limited partner position in the Fund, which is recorded in Other Assets in the Consolidated Balance Sheet.

Construction Allowances

As part of certain lease agreements for retail stores, the Company receives construction allowances from lessors, which are generally composed of cash amounts. The Company records a receivable and an adjustment to the operating lease ROU asset at the lease commencement date (date of initial possession of the store). The deferred lease credit is amortized as part of the single lease cost over the term of the original lease (including the pre-opening build-out period). The receivable is reduced as amounts are received from the lessor.

Self-Insurance Liability

The Company uses a combination of insurance and self-insurance mechanisms for certain losses related to employee medical benefits and worker's compensation. Costs for self-insurance claims filed and claims incurred but not reported are accrued based on known claims and historical experience. Management believes that it has adequately reserved for its self-insurance liability, which is capped by stop-loss contracts with insurance companies. However, any significant variation of future claims from historical trends could cause actual results to differ from the accrued liability.

Leases

The Company leases all store premises, its Canadian distribution center in Mississauga, Ontario, its regional distribution facilities, some of its office space and certain information technology and office equipment. These leases are generally classified as operating leases.

Store leases generally provide for a combination of base rentals and contingent rent based on store sales. Additionally, most leases include lessor incentives such as construction allowances and rent holidays. The Company is typically responsible for tenant occupancy costs including maintenance costs, common area charges, real estate taxes and certain other expenses. When measuring operating lease ROU assets and operating lease liabilities, the Company only includes cash flows related to options to extend or terminate leases once those options are executed.

Some leases have variable payments. However, because they are not based on an index or rate, they are not included in the measurement of operating lease ROU assets and operating lease liabilities.

When determining the present value of future payments for an operating lease that does not have a readily determinable implicit rate, the Company uses its incremental borrowing rate as of the date of initial possession of the leased asset.

For leases that qualify for the short-term lease exemption, the Company does not record an operating lease liability or operating lease ROU asset. Short-term lease payments are recognized on a straight-line basis over the lease term of 12 months or less.

Refer to Note 9, Leases, to the Consolidated Financial Statements for additional information.

Co-Branded and Private Label Credit Cards

The Company offers a co-branded credit card and a private-label credit card under the AE and Aerie brands. These credit cards are issued by a third-party bank (the "Bank") in accordance with a credit card agreement (the "Agreement"). The Company has no liability to the Bank for bad debt expense, provided that purchases are made in accordance with the Bank's procedures. We receive funding from the Bank based on the Agreement and card activity, which includes payments for new account activations and usage of the credit cards. We recognize revenue for this funding as we fulfill our performance obligations under the Agreement. This revenue is recorded in other revenue, which is a component of total net revenue in our Consolidated Statements of Operations.

Customer Loyalty Program

The Company offers a highly digitized loyalty program called Real Rewards by American Eagle and Aerie™ (the "Program"). The Program features a variety of benefits for loyalty members and credit card members. Under the Program, members accumulate points based on purchase activity and earn rewards by reaching certain point thresholds. Members earn dollar rewards in the form of discount savings certificates. Rewards earned are valid through the stated expiration date, which is 60 days from the issuance date of the reward. Rewards not redeemed during the 60-day redemption period are forfeited.

Points earned under the Program on purchases at AE and Aerie are accounted for in accordance with ASC 606, *Revenue from Contracts with Customers* ("ASC 606"). The portion of the sales revenue attributed to the reward points is deferred and recognized when the reward is redeemed or when the points expire, using the relative stand-alone selling price method. Additionally, reward points earned using the co-branded credit card on non-AE or Aerie purchases are accounted for in accordance with ASC 606. As the points are earned, a current liability is recorded for the estimated cost of the reward, and the impact of adjustments is recorded in revenue.

The Company defers a portion of the sales revenue attributed to the loyalty points and recognizes revenue when the points are redeemed or expire, consistent with the requirements of ASC 606.

Sales Return Reserve

Revenue is recorded net of estimated and actual sales returns and deductions for coupon redemptions and other promotions. The Company records the impact of adjustments to its sales return reserve quarterly within total net revenue and cost of sales. The sales return reserve reflects an estimate of sales returns based on projected merchandise returns determined using historical average return percentages.

(In thousands)	Fiscal Years Ending		
	February 1, 2025	February 3, 2024	January 28, 2023
Beginning balance	\$ 10,766	\$ 10,369	\$ 9,168
Returns	(161,891)	(161,833)	(150,987)
Provisions	160,801	162,230	152,188
Ending balance	<u>\$ 9,676</u>	<u>\$ 10,766</u>	<u>\$ 10,369</u>

The presentation on a gross basis consists of a separate right of return asset and liability. These amounts are recorded within (i) prepaid expenses and other and (ii) other current liabilities and accrued expenses, respectively, on the Consolidated Balance Sheets.

Long-Term Debt

In April 2020, the Company issued \$415 million aggregate principal amount of convertible senior notes due 2025 (the "2025 Notes"). In accordance with ASU 2020-06, the 2025 Notes were accounted for as a single balance in long-term debt beginning in Fiscal 2022, throughout their final redemption in Fiscal 2023.

In June 2022, the Company entered into an amended and restated credit agreement (the "Credit Agreement"). The Credit Agreement provides senior secured asset-based revolving credit for loans and letters of credit up to \$700 million, subject to customary borrowing base limitations (the "Credit Facility"). The Credit Facility expires on June 24, 2027.

Refer to Note 8, Long-Term Debt, Net, to the Consolidated Financial Statements for additional information regarding Long-Term Debt.

Income Taxes

The Company calculates income taxes in accordance with ASC 740, *Income Taxes* ("ASC 740"), which requires the use of the liability method. Under this method, deferred tax assets and liabilities are recognized based on the difference between the Consolidated Financial Statements carrying amounts of existing assets and liabilities and their respective tax bases as computed pursuant to ASC 740. Deferred tax assets and liabilities are measured using the tax rates, based on certain judgments regarding enacted tax laws and published guidance in effect in the years when those temporary differences are expected to reverse. A valuation allowance is established against the deferred tax assets when it is more likely than not that some portion or all of the deferred taxes may not be realized. Changes in the Company's level and composition of earnings, tax laws or the deferred tax valuation allowance, as well as the results of tax audits may materially impact the Company's effective income tax rate.

The Company evaluates its income tax positions in accordance with ASC 740, which prescribes a comprehensive model for recognizing, measuring, presenting and disclosing in the financial statements tax positions taken or expected to be taken on a tax return, including a decision whether to file or not to file in a particular jurisdiction. Under ASC 740, a tax benefit from an uncertain position may be recognized only if it is "more likely than not" that the position is sustainable based on its technical merits.

The calculation of deferred tax assets and liabilities, as well as the decision to recognize a tax benefit from an uncertain position and to establish a valuation allowance requires management to make estimates and assumptions. The Company believes that its estimates and assumptions are reasonable, although actual results may have a positive or negative material impact on the balances of deferred tax assets and liabilities, valuation allowances or net income.

Refer to Note 13, Income Taxes, to the Consolidated Financial Statements for additional information.

Accelerated Share Repurchase Agreement

On June 3, 2022, the Company entered into an accelerated share repurchase agreement (the “ASR Agreement”) with JPMorgan Chase Bank (“JPM”). Pursuant to the terms of the ASR Agreement, on June 3, 2022, the Company paid \$200.0 million in cash and received an initial delivery of 13.4 million shares of its common stock on June 3, 2022. At final settlement, on July 28, 2022, an additional 3.7 million shares were received. The cumulative repurchase under the ASR Agreement was 17.0 million shares repurchased at an average price per share of \$11.75. The aforementioned shares have been recorded as treasury stock.

Revenue Recognition

The Company recognizes revenue pursuant to ASC 606. Revenue is recorded for store sales upon the purchase of merchandise by customers. The Company’s e-commerce operation records revenue upon the customer receipt date of the merchandise. Shipping and handling revenues are included in total net revenue. Sales tax collected from customers is excluded from revenue and is included as part of accrued income and other taxes on the Company’s Consolidated Balance Sheets.

The Company recognizes royalty revenue generated from its license or franchise agreements based on a percentage of merchandise sales by the licensee/franchisee. This revenue is recorded as a component of total net revenue when earned and collection is probable.

The Company defers a portion of the sales revenue attributed to loyalty points and recognizes revenue when the points are redeemed or expire, consistent with the requirements of ASC 606. Refer to “Customer Loyalty Program” above for additional information.

Revenue associated with Quiet Platforms is recognized as the services are performed.

Cost of Sales, Including Certain Buying, Occupancy, and Warehousing Expenses

Cost of sales consists of merchandise costs, including design costs, sourcing, importing and inbound freight costs, as well as markdowns, shrinkage and certain promotional costs (collectively, “merchandise costs”); Quiet Platforms’ costs to service its customers; and buying, occupancy and warehousing costs and services.

Design costs are related to the Company’s design center operations and include compensation, travel and entertainment, supplies and samples for our design teams, as well as rent and depreciation for our design center. These costs are included in cost of sales as the respective inventory is sold.

Buying, occupancy and warehousing costs and services consist of compensation, employee benefit expenses and travel and entertainment for our buyers and certain senior merchandising executives; rent and utilities related to our stores, corporate headquarters, distribution centers and other office space; freight from our distribution centers to the stores; compensation and supplies for our distribution centers, including purchasing, receiving and inspection costs; and shipping and handling costs related to our e-commerce operation. Gross profit is the difference between total net revenue and cost of sales.

Selling, General, and Administrative Expenses

Selling, general and administrative expenses consist of compensation and employee benefit expenses, including salaries, incentives and related benefits associated with our stores and corporate headquarters. Selling, general and administrative expenses also include advertising costs, supplies for our stores and home office, communication costs, travel and entertainment, leasing costs and services purchased.

Selling, general and administrative expenses do not include compensation, employee benefit expenses and travel for our design, sourcing and importing teams, our buyers and our distribution centers as these amounts are recorded in cost of sales. Additionally, selling, general and administrative expenses do not include rent and utilities, operating costs of our distribution centers, and shipping and handling costs related to our e-commerce operations, all of which are included in cost of sales.

Advertising Costs

Certain advertising costs, including direct mail, in-store photographs, and other promotional costs are expensed when the marketing campaign commences. As of February 1, 2025, the Company had prepaid advertising costs of \$12.1 million. As of February 3, 2024, the Company had prepaid advertising expense of \$7.6 million. All other advertising costs are expensed as incurred. The Company recognized \$206.3 million, \$186.9 million, and \$175.2 million in advertising expense during Fiscal 2024, Fiscal 2023, and Fiscal 2022, respectively.

Store Pre-Opening Costs

Store pre-opening costs consist primarily of rent, advertising, supplies, and payroll expenses. These costs are expensed as incurred.

Debt-Related Charges

There were no debt related charges in Fiscal 2024 or Fiscal 2023. Refer to Note 8, Long-Term Debt, Net, to the Consolidated Financial Statements for additional information regarding the 2025 Notes.

Interest (Income) Expense, Net

Interest (income) expense, net primarily consists of interest income from cash and cash equivalents and short-term investments.

Other Income, Net

Other income, net consists primarily of foreign currency fluctuations and changes in other non-operating items. Non-controlling interest was not material for any period presented and is included within other income, net.

Legal Proceedings and Claims

The Company is subject to certain legal proceedings and claims arising out of the conduct of its business. In accordance with ASC 450, *Contingencies* ("ASC 450"), the Company records a reserve for estimated losses when the loss is probable and the amount can be reasonably estimated. If a range of possible loss exists and no anticipated loss within the range is more likely than any other anticipated loss, the Company records the accrual at the low end of the range, in accordance with ASC 450. As the Company believes that it has provided adequate reserves, it anticipates that the ultimate outcome of any matter currently pending against the Company will not materially affect the consolidated financial position, results of operations or cash flows of the Company. However, our assessment of any litigation or other legal claims could potentially change in light of the discovery of facts not presently known or determinations by judges, juries, or other finders of fact that are not in accord with management's evaluation of the possible liability or outcome of such litigation or claims.

Supplemental Disclosures of Cash Flow Information

The table below shows supplemental cash flow information for cash amounts paid (received) during the respective periods:

(In thousands)	Fiscal Years Ending		
	February 1, 2025	February 3, 2024	January 28, 2023
Cash paid (received) during the periods for:			
Income taxes	\$ 139,777	\$ 31,440	\$ (22,109)
Interest	\$ 1,592	\$ 2,494	\$ 15,435

Segment Information

The Company has identified two operating segments (American Eagle and Aerie brand) that also represent our reportable segments and reflect our CODM's (defined as our CEO) internal view of analyzing results and allocating resources. Additionally, our Todd Snyder and Unsubscribed brands and Quiet Platforms have been identified as separate operating segments; however, as they do not meet the quantitative thresholds for separate disclosures they have been included in the Corporate and Other category. For additional information regarding the Company's segment and geographic information, refer to Note 14, Segment Reporting, to the Consolidated Financial Statements.

3. Cash and Cash Equivalents and Short-term Investments

The following table summarizes the fair market value of our cash, cash equivalents, and short-term investments, which are recorded on the Consolidated Balance Sheets:

(In thousands)	Fiscal Years Ending	
	February 1, 2025	February 3, 2024
Cash and cash equivalents:		
Cash	\$ 150,053	\$ 162,279
Interest-bearing deposits	\$ 158,909	\$ 191,815
Total cash and cash equivalents	<u>\$ 308,962</u>	<u>\$ 354,094</u>
Short-term investments:		
Certificates of deposits	\$ 50,000	\$ 100,000
Total short-term investments	<u>\$ 50,000</u>	<u>\$ 100,000</u>
Total cash and short-term investments	<u>\$ 358,962</u>	<u>\$ 454,094</u>

4. Fair Value Measurements

ASC 820, *Fair Value Measurement Disclosures* ("ASC 820"), defines fair value, establishes a framework for measuring fair value in accordance with GAAP, and expands disclosures about fair value measurements. Fair value is defined under ASC 820 as the exit price associated with the sale of an asset or transfer of a liability in an orderly transaction between market participants at the measurement date.

Financial Instruments

Valuation techniques used to measure fair value under ASC 820 must maximize the use of observable inputs and minimize the use of unobservable inputs. In addition, ASC 820 establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. These tiers include:

- *Level 1* — Quoted prices in active markets.
- *Level 2* — Inputs other than Level 1 that are observable, either directly or indirectly.
- *Level 3* — Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The Company's cash equivalents and short-term investments are Level 1 financial assets and are measured at fair value on a recurring basis, for all periods presented. Refer to Note 3, Cash and Cash Equivalents and Short-term Investments, to the Consolidated Financial Statements for additional information regarding cash equivalents and short-term investments.

The Company had no other financial instruments that required fair value measurement for any of the periods presented.

(In thousands)	Fair Value Measurements at February 1, 2025			
	Carrying Amount	Quoted Market Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash and cash equivalents				
Cash	\$ 150,053	\$ 150,053	—	—
Interest-bearing deposits	158,909	158,909	—	—
Total cash and cash equivalents	<u>\$ 308,962</u>	<u>\$ 308,962</u>	<u>—</u>	<u>—</u>
Short-term investments:				
Certificates of deposits	\$ 50,000	\$ 50,000	—	—
Total short-term investments	<u>\$ 50,000</u>	<u>\$ 50,000</u>	<u>—</u>	<u>—</u>
Total cash and short-term investments	<u>\$ 358,962</u>	<u>\$ 358,962</u>	<u>—</u>	<u>—</u>

Long-Term Debt

As of February 1, 2025, the Company had no outstanding borrowings under its Credit Facilities.

The Company's 2025 Notes were fully redeemed during Fiscal 2023. The fair value of the Company's 2025 Notes was not required to be measured at fair value on a recurring basis. Upon issuance, the fair value of the 2025 Notes was measured using two approaches that consider market-related conditions, including market benchmark rates and a secondary market quoted price, and is therefore within Level 2 of the fair value hierarchy.

Refer to Note 8, Long-Term Debt, Net, to the Consolidated Financial Statements for additional information regarding long-term debt and other credit arrangements.

Non-Financial Assets

The Company's non-financial assets, which include intangible assets and property and equipment, are not required to be measured at fair value on a recurring basis. However, if certain triggering events occur and the Company is required to evaluate the non-financial asset for impairment, a resulting impairment would require that the non-financial asset be recorded at the estimated fair value. Certain long-lived assets were measured at fair value on a nonrecurring basis using Level 3 inputs as defined in ASC 820. During Fiscal 2024, the Company recorded asset impairment charges of \$6.4 million related to the sale of its Hong Kong retail operations. During Fiscal 2023, the Company recorded asset impairment charges of \$74.8 million primarily related to Quiet Platforms definite-lived intangible assets (\$40.5 million), property and equipment and ROU assets (\$24.7 million), Japan property and equipment and ROU assets (\$8.3 million), and Hong Kong store property and equipment (\$1.3 million). These assets were adjusted to their fair value and the loss on impairment was recorded within impairment, restructuring and other charges in the Consolidated Statements of Operations for Fiscal 2024 and Fiscal 2023, respectively. Refer to Note 15, Impairment, Restructuring and Other Charges, to the Consolidated Financial Statements for additional information regarding impairment, restructuring and other charges.

The fair value of the Company's store assets in Fiscal 2024 and Fiscal 2023 was determined by estimating the amount and timing of net future cash flows and discounting them using a risk-adjusted rate of interest. The Company estimates future cash flows based on its experience and knowledge of the market in which the store is located.

The fair value of the Company's ROU assets was based upon market rent assumptions.

5. Earnings per Share

The following is a reconciliation between basic and diluted weighted average shares outstanding:

(In thousands)	Fiscal Years Ending		
	February 1, 2025	February 3, 2024	January 28, 2023
Numerator:			
Net income and numerator for basic EPS	\$ 329,380	\$ 170,038	\$ 125,136
Add: Interest expense, net of tax, related to the 2025 Notes ⁽¹⁾	—	58	5,474
Numerator for diluted EPS	<u>\$ 329,380</u>	<u>\$ 170,096</u>	<u>\$ 130,610</u>
Denominator:			
Denominator for basic EPS - weighted average shares	193,056	195,646	181,778
Add: Dilutive effect of the 2025 Notes ⁽¹⁾	—	205	21,507
Add: Dilutive effect of stock options and non-vested restricted stock	<u>3,356</u>	<u>1,012</u>	<u>1,941</u>
Denominator for diluted EPS - adjusted weighted average shares	<u>196,412</u>	<u>196,863</u>	<u>205,226</u>
Anti-dilutive shares ⁽²⁾	500	1,289	2,182

(1) In Fiscal 2022, the Company adopted ASU 2020-06. The Company utilizes the "if-converted" method of calculating diluted EPS. Refer to Note 2, Summary of Significant Accounting Policies, to the Consolidated Financial Statements for additional information regarding the impact of the adoption of ASU 2020-06.

(2) For all periods presented, anti-dilutive shares relate to stock options and unvested restricted stock.

Refer to Note 8, Long-Term Debt, Net, and Note 11, Share-Based Payments, to the Consolidated Financial Statements for additional information regarding the 2025 Notes and share-based compensation, respectively.

6. Property and Equipment, Net

Property and equipment, net consists of the following:

(In thousands)	Fiscal Years Ending	
	February 1, 2025	February 3, 2024
Land	\$ 17,910	\$ 17,910
Buildings	228,390	222,660
Leasehold improvements	890,155	850,519
Fixtures and equipment	1,432,344	1,335,173
Construction in progress	2,486	852
Property and equipment, at cost	\$ 2,571,285	\$ 2,427,114
Less: Accumulated depreciation	(1,820,021)	(1,713,778)
Property and equipment, net	<u>\$ 751,264</u>	<u>\$ 713,336</u>

Depreciation expense is as follows:

(In thousands)	Fiscal Years Ending		
	February 1, 2025	February 3, 2024	January 28, 2023
Depreciation expense	<u>\$ 216,093</u>	<u>\$ 230,833</u>	<u>\$ 208,014</u>

Additionally, during Fiscal 2024, Fiscal 2023 and Fiscal 2022, the Company recorded \$5.1 million, \$3.6 million, and \$4.4 million, respectively, related to asset write-offs within depreciation and amortization expense.

7. Goodwill and Intangible Assets, Net

Goodwill and definite-lived intangible assets, net consist of the following:

(In thousands)	Fiscal Years Ending							
	February 1, 2025				February 3, 2024			
	American Eagle	Aerie	Corporate and Other ⁽³⁾	Total	American Eagle	Aerie	Corporate and Other ⁽³⁾	Total
Goodwill, beginning balance ⁽¹⁾	\$ 114,703	\$ 110,600	\$ -	\$ 225,303	\$ 114,747	\$ 110,600	\$ 39,598	\$ 264,945
Impairment ⁽²⁾	—	—	—	—	—	—	(39,598)	(39,598)
Foreign currency fluctuation	(224)	—	—	(224)	(44)	—	—	(44)
Goodwill, ending balance	\$ 114,479	\$ 110,600	\$ -	\$ 225,079	\$ 114,703	\$ 110,600	\$ -	\$ 225,303

- (1) Beginning balances include accumulated impairment of \$43.8 million and \$4.2 million as of February 1, 2025 and February 3, 2024, respectively.
- (2) Goodwill for the Quiet Platforms reporting unit was fully impaired during Fiscal 2023. Refer to Note 15, Impairment, Restructuring and Other Charges, to the Consolidated Financial Statements for additional information.
- (3) Corporate and Other includes goodwill allocated to the Quiet Platforms reporting unit, which has been identified as a separate operating segment, but is not material to disclose as a separate reportable segment.

(In thousands)	Fiscal Years Ending	
	February 1, 2025	February 3, 2024
Intangible assets, net, beginning balance	\$ 46,109	\$ 94,536
Additions	772	826
Impairment ⁽¹⁾	—	(40,533)
Amortization	(4,432)	(8,720)
Intangible assets, net ⁽²⁾	<u>\$ 42,449</u>	<u>\$ 46,109</u>

- (1) Impairment included \$31.2 million of customer relationships and \$9.3 million of trade names related to Quiet Platforms recorded in Fiscal 2023. Refer to Note 15, Impairment, Restructuring and Other Charges, to the Consolidated Financial Statements for additional information
- (2) The ending balance includes accumulated amortization of \$104.9 million and \$100.9 million as of February 1, 2025 and February 3, 2024, respectively.

Amortization expense is as follows:

(In thousands)	Fiscal Years Ending		
	February 1, 2025	February 3, 2024	January 28, 2023
Amortization expense	\$ 4,432	\$ 8,748	\$ 9,162

The table below summarizes the estimated future amortization expense for intangible assets existing as of February 1, 2025 for the next five fiscal years:

(In thousands)	Future Amortization
2025	\$ 4,142
2026	\$ 4,056
2027	\$ 3,958
2028	\$ 3,876
2029	\$ 3,702

8. Long-Term Debt, Net

The Company had no long-term debt outstanding as of February 1, 2025, February 3, 2024, and January 28, 2023.

2025 Notes

In April 2020, the Company issued \$415 million aggregate principal amount of convertible senior notes due 2025 in a private placement to qualified institutional buyers in reliance on Rule 144A under the Securities Act of 1933, as amended. The 2025 Notes had a stated interest rate of 3.75%, payable semi-annually. The Company used the net proceeds from the issuance for general corporate purposes. The Company redeemed all of the remaining 2025 Notes during the 13 weeks ended April 29, 2023. See "Note Exchanges" below.

The Company did not have the right to redeem the 2025 Notes prior to April 17, 2023. On or after April 17, 2023 and prior to the fortieth scheduled trading day immediately preceding the maturity date, the Company could redeem all or any portion of the 2025 Notes, at its option, for cash, if the last reported sale price of our common stock had been at least 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period.

Note Exchanges

During Fiscal 2022, the Company entered into separate privately negotiated exchange agreements with certain holders of the 2025 Notes, to exchange \$403.2 million in aggregate principal amount of the 2025 Notes for a combination of cash and shares of the Company's common stock, plus payment of accrued and unpaid interest (together, the "Note Exchanges").

Following the Note Exchanges, the aggregate principal amount of the 2025 Notes was fully redeemed in Fiscal 2023.

Interest expense for the 2025 Notes was \$0.1 million for Fiscal 2023.

Revolving Credit Facility

In June 2022, the Company amended and restated its Credit Agreement. The Credit Agreement provides senior secured asset-based revolving credit for loans and letters of credit up to \$700 million, subject to customary borrowing base limitations. The Credit Facility expires on June 24, 2027.

All obligations under the Credit Facility are unconditionally guaranteed by certain subsidiaries. The obligations under the Credit Agreement are secured by certain assets of the Company and certain subsidiaries.

As of February 1, 2025, there were no outstanding borrowings under the Credit Agreement, and the Company was in compliance with the terms of the Credit Agreement with \$12.0 million outstanding in stand-by letters of credit. As of February 3, 2024, there were no outstanding borrowings under the Credit Agreement, and the Company was in compliance with the terms of the Credit Agreement with \$7.7 million outstanding in stand-by letters of credit.

Borrowings under the Credit Facility accrue interest at the election of the Company at an adjusted secured overnight financing rate ("SOFR") plus 0.10% plus an applicable margin (ranging from 1.125% to 1.375%) or an alternate base rate plus an applicable margin (ranging from 0.125% to 0.375%), with each such applicable margin being based on average borrowing availability under the Credit Facility. Interest is payable quarterly and at the end of each applicable interest period. The weighted average interest rate for borrowings during Fiscal 2023 was 6.0%. The total interest expense related to the Credit Facility borrowings for the for Fiscal 2023 was \$1.1 million.

9. Leases

The Company leases all store premises, regional distribution facilities, some of its office space and certain information technology and office equipment. These leases are generally classified as operating leases.

Store leases generally provide for a combination of base rentals and contingent rent based on store sales. Additionally, most leases include lessor incentives such as construction allowances and rent holidays. The Company is typically responsible for tenant occupancy costs including maintenance costs, common area charges, real estate taxes, and certain other expenses.

Most leases include one or more options to renew. The exercise of lease renewal options is at the Company's discretion and is not reasonably certain at lease commencement. When measuring operating lease ROU assets and operating lease liabilities after the date of adoption of ASC 842, *Leases*, the Company only includes cash flows related to options to extend or terminate leases when those options are executed.

Some leases have variable payments. However, because they are not based on an index or rate, they are not included in the measurement of operating lease ROU assets and operating lease liabilities.

When determining the present value of future payments for an operating lease that does not have a readily determinable implicit rate, the Company uses its incremental borrowing rate as of the date of initial possession of the leased asset.

For leases that qualify for the short-term lease exemption, the Company does not record an operating lease liability or operating lease ROU asset. Short-term lease payments are recognized on a straight-line basis over the lease term of 12 months or less.

The following table summarizes expense categories and cash payments for operating leases during the period. It also includes the total non-cash transaction activity for new operating lease ROU assets and related operating lease liabilities entered into during the period.

(In thousands)	Fiscal Years Ending	
	February 1, 2025	February 3, 2024
Lease costs		
Operating lease costs	\$ 387,560	\$ 335,420
Variable lease costs	115,010	121,061
Short-term leases and other lease costs	2,281	45,411
Total lease costs	\$ 504,851	\$ 501,892
Other information		
Cash paid for operating lease liability	\$ (387,560)	\$ (403,355)
New operating lease ROU assets entered into during the period	\$ 559,750	\$ 153,236

The following table contains the average remaining lease term and discount rate, weighted by outstanding operating lease liability as of the end of the period:

Lease term and discount rate	February 1, 2025
Weighted-average remaining lease term - operating leases	7 years
Weighted-average discount rate - operating leases	5.2%

The table below is a maturity analysis of the operating leases in effect as of the end of the period. Undiscounted cash flows for finance leases and short-term leases are not material for the periods reported and are excluded from the table below:

<i>(In thousands)</i>	Undiscounted cash flows February 1, 2025
Fiscal years:	
2025	367,689
2026	338,191
2027	286,428
2028	244,557
2029	184,835
Thereafter	573,868
Total undiscounted cash flows	\$ 1,995,568
Less: discount on lease liability	(549,238)
Total lease liability	\$ 1,446,330

10. Accumulated Other Comprehensive Loss

The accumulated balances of other comprehensive loss included as part of the Consolidated Statements of Stockholders' Equity follow:

<i>(In thousands)</i>	Accumulated Other Comprehensive Loss
Balance at January 29, 2022	\$ (40,845)
Foreign currency translation gain ⁽¹⁾	9,749
Loss on long-term intra-entity foreign currency transactions	(1,534)
Balance at January 28, 2023	\$ (32,630)
Foreign currency translation gain ⁽¹⁾	\$ 17,911
Loss on long-term intra-entity foreign currency transactions	\$ (1,691)
Balance at February 3, 2024	\$ (16,410)
Foreign currency translation (loss) ⁽¹⁾	\$ (41,493)
Gain on long-term intra-entity foreign currency transactions	\$ 1,513
Balance at February 1, 2025	\$ (56,390)

(1) Foreign currency translation adjustments are not adjusted for income taxes as they relate to a permanent investment in a subsidiary.

11. Share-Based Payments

The Company accounts for share-based compensation under the provisions of ASC 718, *Compensation – Stock Compensation* (“ASC 718”), which requires the Company to measure and recognize compensation expense for all share-based payments at fair value. Total share-based compensation expense included in the Consolidated Statements of Operations for Fiscal 2024, Fiscal 2023, and Fiscal 2022 was \$39.6 million (\$29.5 million, net of tax), \$51.1 million (\$36.2 million, net of tax), and \$39.0 million (\$27.3 million, net of tax), respectively.

There was \$14.2 million of share-based payment expense, consisting of both time- and performance-based awards, included in gross profit this year. This is compared to \$20.1 million of share-based payment expense included in gross profit for Fiscal 2023.

There was \$25.4 million of share-based payment expense, consisting of time and performance-based awards, included in selling, general, and administrative expenses for Fiscal 2024. This is compared to \$31.0 million of share-based payment expense included in selling, general, and administrative expenses for Fiscal 2023.

ASC 718 requires recognition of compensation cost under a non-substantive vesting period approach for awards containing provisions that accelerate or continue vesting upon retirement. Accordingly, for awards with such provisions, the Company

recognizes compensation expense over the period from the grant date to the date that retirement eligibility is achieved, if that is expected to occur during the nominal vesting period. Additionally, for awards granted to retirement-eligible employees, the full compensation cost of an award must be recognized immediately upon grant.

At February 1, 2025, the Company had awards outstanding under two share-based compensation plans, which are described below.

Share-based compensation plans

2023 Stock Award and Incentive Plan ("2023 Plan")

The 2023 Plan was approved by the Company's stockholders on June 7, 2023. The 2023 Plan authorized 10.6 million shares for issuance, in the form of options, stock appreciation rights ("SARS"), restricted stock, restricted stock units, bonus stock and awards, performance awards, dividend equivalents and other stock-based awards. The 2023 Plan allows the Compensation Committee of the Board of Directors to determine which employees receive awards and the terms and conditions of the awards under the 2023 Plan. The 2023 Plan provides for grants to non-employee directors, which are not to exceed in value of \$750,000 in any single fiscal year. As of February 1, 2025, approximately 1.6 million shares of restricted stock and approximately 0.7 million shares of common stock had been granted under the 2023 Plan to employees and non-employee directors. Approximately 30% of the restricted stock awards are performance-based and are earned if the pre-established performance goals are met. The remaining 70% of the restricted stock awards are time-based, of which 95% vest ratably over three years and 5% vest over a period of one to two years.

2020 Stock Award and Incentive Plan ("2020 Plan" and, together with the 2023 Plan, the "Plans")

The 2020 Plan was approved by the stockholders on April 13, 2020. The 2020 Plan authorized 10.2 million shares for issuance, in the form of options, SARS, restricted stock, restricted stock units, bonus stock and awards, performance awards, dividend equivalents and other stock-based awards. The 2020 Plan provides that for awards intended to qualify as "performance-based compensation" under Section 162(m) of the Internal Revenue Code of 1986, as amended, (i) the maximum number of shares awarded to any individual may not exceed 3.0 million shares per year for options and SARS and (ii) no more than 1.5 million shares may be granted with respect to each of restricted shares of stock and restricted stock units (subject to certain adjustments and exceptions provided therein). The 2020 Plan allows the Compensation Committee of the Board to determine which employees receive awards and the terms and conditions of the awards under the 2020 Plan. The 2020 Plan provides for grants to non-employee directors, which are not to exceed in value of \$750,000 in any single fiscal year. Through February 3, 2024, approximately 7.2 million shares of restricted stock and approximately 3.4 million shares of common stock had been granted under the 2020 Plan to employees and directors. Approximately 40% of the restricted stock awards are performance-based and are earned if the established performance goals are met. The remaining 60% of the restricted stock awards are time-based, of which 97% vest ratably over three years and 3% vest over a period of one to two years. In connection with the adoption of the 2023 Plan, the 2020 Plan terminated on June 7, 2023 with all rights of the awardees and all unexpired awards continuing in force and operation after the termination.

Stock Option Grants

The Company has granted time-based stock options under the Plans. Time-based stock option awards vest over the requisite service period of the award or to an employee's eligible retirement date, if earlier.

A summary of the Company's stock option activity for Fiscal 2024 follows:

	Fiscal Year Ending February 1, 2025			
	Options (In thousands)	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (In years)	Aggregate Intrinsic Value (In thousands)
Outstanding - February 3, 2024	4,213	\$ 16.83		
Granted	525	\$ 24.37		
Exercised ⁽¹⁾	(414)	\$ 14.35		
Cancelled	—	\$ —		
Outstanding - February 1, 2025	4,324	\$ 17.98	3.3	\$ 7,777
Vested and expected to vest - February 1, 2025	4,202	\$ 17.86	3.2	\$ 7,603
Exercisable - February 1, 2025 ⁽²⁾	1,135	\$ 11.12	3.0	\$ 5,696

- (1) Options exercised during Fiscal 2024 ranged in price from \$8.62 to \$17.24.
- (2) Options exercisable represent “in-the-money” vested options based upon the weighted average exercise price of vested options compared to the Company’s stock price on February 1, 2025.

The weighted-average grant date fair value of stock options granted during Fiscal 2024 and Fiscal 2023 was \$10.61 and \$5.31, respectively. The aggregate intrinsic value of options exercised during Fiscal 2024 and Fiscal 2023 was \$3.5 million and \$3.6 million, respectively. Cash received from the exercise of stock options and the actual tax benefit realized from share-based payments was \$3.8 million and \$2.1 million, respectively, for Fiscal 2024. Cash received from the exercise of stock options and the actual tax benefit realized from share-based payments was \$7.6 million and (\$0.5) million, respectively, for Fiscal 2023.

As of February 1, 2025, there was \$0.7 million of unrecognized compensation expense related to non-vested stock option awards that is expected to be recognized over a weighted average period of 1.9 years.

The fair value of stock options was estimated at the date of grant using a Black-Scholes option-pricing model with the following weighted-average assumptions:

Black-Scholes Option Valuation Assumptions	Fiscal Years Ending	
	February 1, 2025	February 3, 2024
Risk-free interest rate ⁽¹⁾	4.4%	3.4%
Dividend yield	1.9%	2.8%
Volatility factor ⁽²⁾	55.4%	55.7%
Weighted-average expected term ⁽³⁾	4.5 years	4.5 years

- (1) Based on the U.S. Treasury yield curve in effect at the time of grant with a term consistent with the expected life of our stock options.
- (2) Based on the historical volatility of the Company’s common stock.
- (3) Represents the period that options are expected to be outstanding. The weighted average expected option terms were determined based on historical experience.

Restricted Stock Grants

Time-based restricted stock awards are composed of time-based restricted stock units. These awards vest over one to three years. Time-based restricted stock units receive dividend equivalents in the form of additional time-based restricted stock units, which are subject to the same restrictions and forfeiture provisions as the original awards.

Performance-based restricted stock awards include performance-based restricted stock units. These awards cliff vest at the end of a three-year period based upon the Company’s achievement of pre-established goals throughout the term of the award. Performance-based restricted stock units receive dividend equivalents in the form of additional performance-based restricted stock units, which are subject to the same restrictions and forfeiture provisions as the original awards.

The grant date fair value of time-based restricted stock awards is based on the closing market price of the Company’s common stock on the date of grant. A Monte Carlo simulation was utilized for performance-based restricted stock awards.

A summary of the activity of the Company’s restricted stock is presented in the following tables:

(Shares in thousands)	Time-Based Restricted Stock Units			Performance-Based Restricted Stock Units		
	Fiscal Year Ending February 1, 2025			Fiscal Year Ending February 1, 2025		
	Shares	Weighted-Average Grant Date Fair Value		Shares	Weighted-Average Grant Date Fair Value	
Non-vested - February 3, 2024	2,830	\$ 15.83		2,023	\$ 18.45	
Granted	1,101	24.03		500	26.95	
Vested	(1,214)	17.53		(257)	38.38	
Cancelled	(357)	17.32		(48)	18.55	
Non-vested - February 1, 2025	2,360	\$ 18.56		2,218	\$ 18.05	

As of February 1, 2025, there was \$25.1 million of unrecognized compensation expense related to non-vested time-based restricted stock unit awards that is expected to be recognized over a weighted average period of 1.9

years. There was \$4.7 million of unrecognized compensation expense related to performance-based restricted stock unit awards that is expected to be recognized over a weighted average period of 1.7 years.

As of February 1, 2025, the Company had 11.0 million shares available for all equity grants.

During Fiscal 2024 and Fiscal 2023, the Company repurchased approximately 0.6 million and 0.8 million shares, respectively, from certain employees at market prices totaling \$13.8 million and \$10.7 million, respectively. These shares were repurchased for the payment of taxes in connection with the vesting of share-based payments, as permitted under our equity incentive plans.

The aforementioned share repurchases have been recorded as treasury stock.

12. Retirement Plan and Employee Stock Purchase Plan

The Company maintains a profit sharing and 401(k) plan (the "Retirement Plan"). Under the provisions of the Retirement Plan, full-time employees and part-time employees are automatically enrolled to contribute 3% of their salary if they have attained 20 years of age and have met respective, prescribed service requirements. Full-time employees need to have completed 30 days of service; part-time employees must either complete 1,000 hours of service within a 12-month period or complete 500 hours of service in two consecutive 12-month periods (effective January 1, 2023). Individuals can decline enrollment or can contribute up to 50% of their eligible salary to the 401(k) plan on either a pretax or post-tax (Roth) basis, subject to Internal Revenue Service ("IRS") annual limitations. After one year of service, the Company will match 100% of the first 3% of pay plus an additional 25% of the next 3% of pay that is contributed to the Retirement Plan. Employees are 100% vested in the Company match after two years of Retirement Plan-defined service have been completed. Contributions to the profit-sharing plan, as determined by the Board of Directors, are discretionary. The Company recognized \$16.0 million in expense during Fiscal 2024, \$21.0 million in Fiscal 2023, and \$15.1 million in expense during Fiscal 2022 in connection with the Retirement Plan.

The Employee Stock Purchase Plan is a non-qualified plan that covers all full-time and part-time employees in the U.S. and Canada who are at least 18 years old and have completed 60 days of service. Contributions are determined by the employee (\$5 minimum/pay period), with the Company matching 15% of the employee investment up to a maximum employee investment of \$100 per pay period. These contributions are used to purchase shares of Company stock in the open market.

13. Income Taxes

On December 22, 2017, the U.S. government enacted comprehensive tax legislation in the form of the Tax Cuts and Jobs Act of 2017 (the "Tax Act"). The Tax Act significantly changed U.S. international tax laws for tax years beginning after December 31, 2017 and included a provision designed to currently tax global intangible low-taxed income ("GILTI") earned by non-U.S. corporate subsidiaries of large U.S. shareholders. The Company has elected to treat GILTI as a period expense, and the effect of the GILTI inclusion for Fiscal 2024 is not material.

The components of income (loss) before income taxes are:

(In thousands)	Fiscal Years Ending		
	February 1, 2025	February 3, 2024	January 28, 2023
U.S.	\$ 453,098	\$ 208,283	\$ 138,023
Foreign	(10,864)	31,575	40,471
Total	<u>\$ 442,234</u>	<u>\$ 239,858</u>	<u>\$ 178,494</u>

The significant components of the Company's deferred tax assets and liabilities are as follows:

(In thousands)	Fiscal Years Ending	
	February 1, 2025	February 3, 2024
Deferred tax assets:		
Operating lease ROU assets	\$ 361,549	\$ 305,043
Capitalized research and development expenses	28,121	22,014
Employee compensation and benefits	19,820	25,576
Net Operating Loss	12,470	25,071
Accruals not currently deductible	10,508	10,041
Deferred compensation	10,261	9,737
Other long-term assets	8,145	8,169
State tax credits	6,839	7,741
Gift card liability	6,239	5,723
Inventories	6,231	8,828
Impairment of investments	4,659	4,673
Allowance for Doubtful Accounts	2,180	3,114
Other	1,020	690
Foreign tax credits	955	955
General Business Credits	116	116
Gross deferred tax assets	\$ 479,113	\$ 437,491
Valuation allowance	(18,998)	(27,466)
Total deferred tax assets	<u>\$ 460,115</u>	<u>\$ 410,025</u>
Deferred tax liabilities:		
Operating lease liabilities	\$ (319,488)	\$ (253,229)
Property and equipment	(64,429)	(69,030)
Prepaid expenses	(5,561)	(3,572)
Goodwill	(1,937)	(1,981)
Other	(542)	(149)
Total deferred tax liabilities	<u>\$ (391,957)</u>	<u>\$ (327,961)</u>
Total deferred tax assets, net	<u>\$ 68,158</u>	<u>\$ 82,064</u>

The change in net deferred tax assets was primarily due to a decrease in the net deferred tax asset of Operating lease ROU assets, Operating lease liabilities and, net operating loss partially offset by a decrease in valuation allowance.

As of February 1, 2025, the Company had deferred tax assets related to federal, state and foreign net operating loss carryovers of \$5.5 million, \$5.7 million and \$1.3 million, respectively, that could be utilized to reduce future years' tax liabilities. A portion of these net operating loss carryovers expire in future years, and some have an indefinite carryforward period. Management believes it is more likely than not that a portion of state net operating loss and the foreign net operating loss carryovers will not reduce future years' tax liabilities in certain jurisdictions. As such, valuation allowances of \$2.9 million and \$2.8 million have been recorded on the deferred tax assets related to a portion of the state net operating loss carryovers as of February 1, 2025 and February 3, 2024, respectively. Further, valuation allowances of \$1.3 million and \$9.4 million have been recorded on the deferred tax assets related to the cumulative foreign net operating loss carryovers as of February 1, 2025 and February 3, 2024, respectively. We also provided for valuation allowances of a nominal amount as of February 3, 2024, related to other foreign deferred tax assets.

The Company had foreign tax credit carryovers in the amount of \$1.0 million as of both February 1, 2025 and February 3, 2024. The foreign tax credit carryovers begin to expire in Fiscal 2028 to the extent not utilized. Management believes it is more likely than not that a certain category of foreign tax credit carryover will not reduce future years' tax liabilities. As such, valuation allowances of \$1.0 million have been recorded on the deferred tax assets related to the foreign tax credit carryovers as of both February 1, 2025 and February 3, 2024.

The Company had state income tax credit carryforwards of \$6.8 million and \$8.0 million (net of federal tax) as of February 1, 2025 and February 3, 2024, respectively. These income tax credits can be utilized to offset future state income taxes, with the majority having a carryforward period of 16 years. They have started to expire in Fiscal 2024 and the deferred tax asset has been adjusted accordingly. Management believes it is more likely than not that a portion of the state income tax credit carryovers will not reduce future years' tax liabilities in certain jurisdictions. As such, valuation allowances of \$1.0 million and \$1.5 million have been recorded on the deferred tax assets related to the cumulative state income tax credit carryovers as of February 1, 2025 and February 3, 2024, respectively.

The Company had U.S. federal and state impairments of investments of \$4.7 million and \$4.6 million as of February 1, 2025 and February 3, 2024, respectively. Management believes that it is more likely than not that these impairments of investments will not reduce future years' tax liabilities. As such, valuation allowances of \$4.7 million and \$4.6 million have been recorded as of February 1, 2025 and February 3, 2024, respectively, on the deferred tax asset attributable to these impairments of investments. The Company recorded deferred tax assets of \$8.1 million and \$8.2 million of February 1, 2025 and February 3, 2024, respectively, for other long-term assets related to the acquisition of Quiet Logistics, Inc. and certain other strategic investments. Management believes that it is more likely than not that these other long-term assets will not reduce future years' tax liabilities. As such, valuation allowances of \$8.1 million and \$8.2 million were recorded as of February 1, 2025 and February 3, 2024, respectively for the deferred tax asset attributable to these assets.

Significant components of the provision (benefit) for income taxes are as follows:

(In thousands)	Fiscal Years Ending		
	February 1, 2025	February 3, 2024	January 28, 2023
Current:			
Federal	\$ 32,249	\$ 66,112	\$ (986)
Foreign taxes	52,224	27,958	19,701
State	18,633	19,206	3,594
Total current	103,106	113,276	22,309
Deferred:			
Federal	\$ 9,940	\$ (31,602)	\$ 26,758
Foreign taxes	(3,766)	(6,317)	(1,374)
State	3,574	(5,537)	5,665
Total deferred	9,748	(43,456)	31,049
Provision for income taxes	\$ 112,854	\$ 69,820	\$ 53,358

As of February 1, 2025, the undistributed earnings of the Company's foreign subsidiaries were approximately \$175.7 million. The Company intends to permanently reinvest a portion of its earnings outside of the U.S. for the foreseeable future. On the remaining earnings, the Company has not recognized deferred tax expense because it expects any potential distribution to be made from previously taxed earnings, or qualify for the 100% dividends received deduction, along with negligible foreign withholding taxes.

The following table summarizes the activity related to our unrecognized tax benefits:

(In thousands)	Fiscal Years Ending		
	February 1, 2025	February 3, 2024	January 28, 2023
Unrecognized tax benefits, beginning of the year balance	\$ 3,974	\$ 2,478	\$ 3,259
Increases in current period tax positions	157	2,371	681
Increases in tax positions of prior periods	16,428	10	—
Settlements	(10,620)	(275)	(454)
Lapse of statute of limitations	(73)	(75)	(277)
Decreases in tax positions of prior periods	(32)	(535)	(731)
Unrecognized tax benefits, end of the year balance	\$ 9,834	\$ 3,974	\$ 2,478

As of February 1, 2025, the gross amount of unrecognized tax benefits was \$9.8 million, of which \$9.0 million would affect the effective income tax rate if recognized. The gross amount of unrecognized tax benefits as of February 3, 2024 was \$4.0 million, of which \$3.6 million would affect the effective income tax rate if recognized.

Unrecognized tax benefits increased by \$5.9 million during Fiscal 2024 and \$1.5 million during Fiscal 2023. Over the next 12 months, the Company believes that it is reasonably possible that the unrecognized tax benefits could decrease by as much as \$5.0 million as a result of federal and state tax settlements, statute of limitations lapses, and other changes to the reserves.

The Company records accrued interest and penalties related to unrecognized tax benefits in income tax expense. Accrued interest and penalties related to unrecognized tax benefits included in the Consolidated Balance Sheets were \$1.4 million and \$0.8 million as of February 1, 2025 and February 3, 2024, respectively. The amount of interest and penalties related to unrecognized tax benefits recognized in the provision for income taxes was \$7.3 million for Fiscal 2024. An immaterial amount was recognized for both Fiscal 2023 and Fiscal 2022.

The Company and its subsidiaries file income tax returns in the U.S. and various state and foreign jurisdictions. The IRS has completed examinations through February 1, 2020. With respect to state and local jurisdictions and countries outside of the U.S., with limited exceptions, generally, the Company and its subsidiaries are no longer subject to income tax audits for tax years before Fiscal 2018 (ended February 2, 2019). Although the outcome of tax audits is always uncertain, the Company believes that adequate amounts of tax, interest, and penalties have been provided for any adjustments that are expected to result from these years.

A reconciliation between the statutory federal income tax rate and the effective income tax rate follows:

	Fiscal Years Ending		
	February 1, 2025	February 3, 2024	January 28, 2023
Federal income tax rate	21.0 %	21.0 %	21.0 %
State income taxes, net of federal income tax effect	3.7	4.4	3.6
Foreign rate differential	0.6	0.2	0.9
International provisions of Tax Act	(1.3)	(2.2)	0.1
Valuation allowance changes, net	0.7	0.5	0.5
Non-deductible executive compensation	1.3	3.8	2.0
Change in unrecognized tax benefits	0.7	0.8	(0.1)
Share Based Payments	(0.5)	0.2	(0.2)
Note Exchanges	0.0	0.0	1.4
Non-deductible goodwill	0.0	3.5	0.0
Federal Credits	(0.8)	(2.1)	(0.4)
Other	0.1	(1.0)	1.1
	<u>25.5 %</u>	<u>29.1 %</u>	<u>29.9 %</u>

The Company recorded income tax expense of \$112.9 million (an effective tax rate of 25.5%) in Fiscal 2024, and income tax expense of \$69.8 million (an effective tax rate of 29.1%) in Fiscal 2023.

14. Segment Reporting

In accordance with ASC 280, *Segment Reporting* ("ASC 280"), the Company has identified two operating segments (American Eagle brand and Aerie brand) that also represent our reportable segments and reflect the CODM's (defined as our CEO) internal view of analyzing results and allocating resources. Additionally, our Todd Snyder brand, Unsubscribed brand, and Quiet Platforms have been identified as separate operating segments; however, as they do not meet the quantitative thresholds for separate disclosure, they are presented under the "Other" caption, as permitted by ASC 280.

Unallocated corporate expenses are comprised of general and administrative costs that management does not attribute to any of our operating segments. These costs primarily relate to corporate administration, information and technology resources, finance and human resources functional and organizational costs, depreciation and amortization of corporate assets, and other general and administrative expenses resulting from corporate-level activities and projects.

Our CEO analyzes segment results and allocates resources between segments based on the adjusted operating income (loss), or the operating income (loss) in periods where there are no adjustments, of each segment. Adjusted operating income (loss) is a non-GAAP financial measure ("non-GAAP" or "adjusted") that is defined by the Company as operating income excluding impairment, restructuring and other charges. Adjusted operating income (loss) is not based on any standardized methodology prescribed by GAAP and is not necessarily comparable to similar measures presented by other companies. Non-GAAP information is provided as a supplement to, not as a substitute for, or as superior to, measures of financial performance prepared in accordance with GAAP. We believe that this non-GAAP information is useful as an additional means for investors to evaluate our operating performance, when reviewed in conjunction with our GAAP consolidated financial statements and provides a higher degree of transparency.

Reportable segment information is presented in the following table:

For the year ended February 1, 2025 (In thousands)	American Eagle	Aerie	Other	Intersegment Elimination	Total
Net Revenue	\$ 3,385,231	\$ 1,738,414	\$ 243,907	\$ (38,900)	\$ 5,328,652
Cost of sales, including certain buying, occupancy and warehousing costs	1,976,914	1,018,418			
Selling, general and administrative expenses	727,590	345,054			
Depreciation and amortization	74,220	59,097			
Total segment operating income	\$ 606,507	\$ 315,845	\$ (53,722)	\$ -	\$ 868,630
Unallocated corporate expenses					(423,766)
Impairment, restructuring and other charges ⁽¹⁾					\$ (17,561)
Total operating income					427,303
Interest (income), net					(7,769)
Other (income), net					(7,162)
Income before income taxes					\$ 442,234

For the year ended February 3, 2024 (In thousands)	American Eagle	Aerie	Other	Intersegment Elimination	Total
Net Revenue	\$ 3,361,579	\$ 1,670,000	\$ 489,056	\$ (258,865)	\$ 5,261,770
Cost of sales, including certain buying, occupancy and warehousing costs	1,955,069	1,009,650			
Selling, general and administrative expenses	729,519	323,239			
Depreciation and amortization	77,195	61,249			
Total segment operating income	\$ 599,796	\$ 275,862	\$ (36,124)	\$ -	\$ 839,534
Unallocated corporate expenses					(464,172)
Impairment, restructuring and other charges ⁽¹⁾					\$ (152,645)
Total operating income					222,717
Interest (income), net					(6,190)
Other (income), net					(10,951)
Income before income taxes					\$ 239,858

For the year ended January 28, 2023 (In thousands)	American Eagle	Aerie	Other	Intersegment Elimination	Total
Net Revenue	\$ 3,262,893	\$ 1,506,798	\$ 469,371	\$ (249,229)	\$ 4,989,833
Cost of sales, including certain buying, occupancy and warehousing costs	1,977,216	999,654			
Selling, general and administrative expenses	677,451	285,756			
Depreciation and amortization	66,820	53,921			
Total segment operating income	\$ 541,406	\$ 167,467	\$ (56,793)	\$ -	\$ 652,080
Unallocated corporate expenses					(382,824)
Impairment, restructuring and other charges ⁽¹⁾					\$ (22,209)
Total operating income					247,047
Debt related charges					64,721
Interest expense, net					14,297
Other (income), net					(10,465)
Income before income taxes					\$ 178,494

(1) Refer to Note 15, Impairment, Restructuring and Other Charges, to the Consolidated Financial Statements for additional information.

	Fiscal Years Ending		
	February 1, 2025	February 3, 2024	January 28, 2023
Capital Expenditures			
American Eagle	\$ 86,953	\$ 61,139	\$ 85,033
Aerie	\$ 68,541	\$ 40,746	\$ 107,084
Other	\$ 11,965	\$ 32,235	\$ 32,717
General corporate expenditures	\$ 55,114	\$ 40,317	\$ 35,544
Total Capital Expenditures	\$ 222,573	\$ 174,437	\$ 260,378

We do not allocate assets to the reportable segment level and therefore our CODM does not use segment asset information to make decisions.

Total net revenue for the American Eagle and Aerie reportable segments above represents revenue attributable to each brand's merchandise, which comprises approximately 96% of total net revenue.

The following tables present summarized geographical information:

(In thousands)	Fiscal Years Ending		
	February 1, 2025	February 3, 2024	January 28, 2023
Total net revenue:			
United States	\$ 4,492,630	\$ 4,424,345	\$ 4,268,114
Foreign ⁽¹⁾	836,022	837,425	721,719
Total net revenue	\$ 5,328,652	\$ 5,261,770	\$ 4,989,833

(1) Amounts represent sales from American Eagle and Aerie international retail stores, and e-commerce sales that are billed to and/or shipped to foreign countries and international franchise royalty revenue.

(In thousands)	Fiscal Years Ending	
	February 1, 2025	February 3, 2024
Long-lived assets, net:		
United States	\$ 1,887,502	\$ 1,521,392
Foreign	159,162	468,649
Total long-lived assets, net	\$ 2,046,664	\$ 1,990,041

15. Impairment, Restructuring and Other Charges

The following table represents impairment, restructuring and other charges. All amounts were recorded within impairment, restructuring and other charges on the Consolidated Statements of Operations, unless otherwise noted.

(In thousands)	For the year ended
	February 1, 2025
Corporate restructuring costs ⁽¹⁾	10,729
Hong Kong retail operations impairment and restructuring costs ⁽²⁾	6,832
Total impairment, restructuring and other charges	\$ 17,561

The following footnotes relate to the impairment and restructuring charges in the third quarter of Fiscal 2024:

- (1) The Company recorded restructuring costs of \$10.7 million related to employee severance.
- (2) The Company recorded impairment and restructuring costs of \$6.8 million related to the sale of the Company's Hong Kong retail operations to a third-party buyer. These costs primarily consist of impairment of \$6.4 million and employee severance.

(In thousands)	Fiscal Years Ending	
	February 3, 2024	January 28, 2023
Charges recorded in cost of sales:		
Inventory charges ⁽¹⁾	\$ 10,950	—
Charges recorded in operating expenses:		
Quiet Platforms impairment, restructuring and other charges ⁽²⁾	119,572	\$ 3,844
International impairment and restructuring costs ⁽³⁾	10,882	7,997
Corporate impairment and restructuring charges ⁽⁴⁾	11,241	-
U.S. and Canada store impairment charges ⁽⁵⁾	-	10,368
Total impairment, restructuring and other charges	\$ 141,695	\$ 22,209
Total Company impairment, restructuring and other charges	\$ 152,645	\$ 22,209

The following footnotes relate to the impairment, restructuring and other charges in Fiscal 2023 and Fiscal 2022:

- (1) \$11.0 million of inventory write-down charges related to our international businesses as further described in paragraph 1 of note (3) below.
- (2) \$119.6 million of charges related to the Quiet Platforms restructuring. Of this amount, we impaired definite lived intangible assets of \$40.5 million consisting of \$31.2 million of customer relationships and \$9.3 million of trade names. We also impaired \$39.6 million of goodwill. We recorded \$24.7 million of long-term asset impairment primarily related to technology which is no longer a part of the long-term strategy. All impairments were recorded due to insufficient prospective cash flows to support the asset value, resulting from the restructuring of Quiet Platforms. We recorded \$9.9 million of severance based on this revised strategy. We also recorded \$4.9 million of contract related charges.

For Fiscal 2022, impairment of \$2.8 million consisting of \$2.3 million of ROU asset and \$0.5 million of property and equipment related to the closure of the Jacksonville, FL distribution center and severance of \$1.0 million related to employees of that distribution center. The Jacksonville distribution center was replaced with a higher productivity location in Atlanta, GA.
- (3) \$10.9 million of charges related to exiting the Japan market, including the closure of all 4 stores in January 2024, as well as impairment related to our Hong Kong retail operations. Of this amount, \$4.7 million related to Japan ROU assets, \$3.6 million of Japan store property and equipment, \$1.3 million of Hong Kong store ROU assets, and \$1.3 million of employee severance. All impairments were recorded due to insufficient prospective cash flows to support the asset values. Additionally, we recorded \$11.0 million of inventory write-down charges related to restructuring our international operations, which was recorded separately in Cost of Sales and discussed in note (1) above.

For Fiscal 2022, \$7.5 million of store impairment due to insufficient prospective cash flows to support the asset values and \$0.5 million of severance related to down-sizing Hong Kong retail operations.
- (4) \$11.2 million, consisting of \$6.0 million of employee severance related to corporate realignment and other asset impairment of \$5.2 million of investments related to further strategic business changes.
- (5) For Fiscal 2022, \$10.4 million of impairment charges, consisting of \$9.2 million of ROU assets and \$1.2 million of store property and equipment related to insufficient cash flows to support the asset value in the U.S. and Canada.

A rollforward of the restructuring liabilities recognized in the Consolidated Balance Sheet is as follows:

	For the year ended February 1, 2025
<i>(In thousands)</i>	
Accrued liability as of February 3, 2024	\$ 11,414
Add: Costs incurred, excluding non-cash charges	10,728
Less: Cash payments and adjustments	(14,492)
Accrued liability as of February 1, 2025	<u>\$ 7,650</u>

16. Subsequent Events

On March 11, 2025, the Company's Board of Directors authorized 50 million additional shares for repurchase as part of its existing share repurchase program, which was previously announced in February 2024. Including this additional authorization, as of March 11, 2025, the Company had a total of 68.5 million shares remaining authorized for repurchase through February 3, 2029.

On March 14, 2025, the Company entered into an accelerated share repurchase agreement (the "ASR Agreement") with Bank of America, N.A. ("Bank of America") to repurchase an aggregate of \$200 million of the Company's common stock.

Pursuant to the terms of the ASR Agreement, on March 17, 2025, the Company made an aggregate payment of \$200 million to Bank of America and received an aggregate initial delivery of approximately 14.5 million shares of its common stock, representing approximately 80% of the total shares that are expected to be repurchased under the ASR. The exact number of shares the Company ultimately will repurchase under the ASR Agreement will be based generally on the average of the daily volume-weighted average price per share of the common stock during the repurchase period, less a discount and subject to adjustments pursuant to the terms and conditions of the ASR Agreement. At settlement, under certain circumstances, Bank of America may be required to deliver additional shares of common stock to the Company, or under certain circumstances, the Company may be required either to deliver shares of common stock or to make a cash payment to Bank of America. Final settlement of the transactions under the ASR Agreement is expected to occur by the end of the second quarter of Fiscal 2025.

The foregoing description of the ASR Agreement does not purport to be complete and is qualified in its entirety by reference to the ASR Agreement, which is filed as Exhibit 10.32 to this Annual Report and is incorporated herein by reference.

The Company expects to fund the cash portion of the consideration payable under the ASR agreement using available cash on hand and borrowings under the Company's existing \$700 million Credit Facility.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

None.

Item 9A. Controls and Procedures.

Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to provide reasonable assurance that information required to be disclosed in our reports under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to the management of American Eagle Outfitters, Inc. (the "Management"), including our principal executive officer and our principal financial officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, Management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives.

As of the end of the period covered by this Annual Report, the Company performed an evaluation under the supervision and with the participation of Management, including our principal executive officer and principal financial officer, of the design and effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) or 15d-15(e) under the Exchange Act). Based upon that evaluation, our principal executive officer and principal financial officer concluded that, as of the end of the period covered by this Annual Report, our disclosure controls and procedures were effective in the timely and accurate recording, processing, summarizing, and reporting of material financial and non-financial information within the periods specified within the SEC's rules and forms. Our principal executive officer and principal financial officer also concluded that our disclosure controls and procedures were effective to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is accumulated and communicated to our Management, including our principal executive officer and principal financial officer, to allow timely decisions regarding required disclosure.

Management's Annual Report on Internal Control over Financial Reporting

Our Management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) or Rule 15(d)-15(f) under the Exchange Act). Our internal control over financial reporting is designed to provide a reasonable assurance to our Management and our Board that the reported financial information is presented fairly, that disclosures are adequate, and that the judgments inherent in the preparation of financial statements are reasonable.

All internal control systems, no matter how well designed, have inherent limitations, including the possibility of human error and the overriding of controls. Therefore, even those systems determined to be effective can provide only reasonable, not absolute, assurance with respect to financial statement preparation and presentation.

Our Management assessed the effectiveness of our internal control over financial reporting as of February 1, 2025. In making this assessment, our Management used the framework and criteria set forth in *Internal Control – Integrated Framework (2013)*, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on this assessment, our Management concluded that the Company's internal control over financial reporting was effective as of February 1, 2025.

Our independent registered public accounting firm, Ernst & Young LLP, was retained to audit the Company's consolidated financial statements included in this Annual Report and the effectiveness of the Company's internal control over financial reporting. Ernst & Young LLP has issued an attestation report on our internal control over financial reporting as of February 1, 2025, which is included herein.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) or 15d-15(f) of the Exchange Act) during our most recently completed fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of American Eagle Outfitters, Inc.

Opinion on Internal Control Over Financial Reporting

We have audited American Eagle Outfitters, Inc.'s internal control over financial reporting as of February 1, 2025, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, American Eagle Outfitters, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of February 1, 2025, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of February 1, 2025 and February 3, 2024, the related consolidated statements of operations, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended February 1, 2025, and the related notes and our report dated March 20, 2025 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Pittsburgh, Pennsylvania
March 20, 2025

Item 9B. Other Information.

During the fiscal quarter ended February 1, 2025, none of our directors or officers (as defined in Rule 16a-1 under the Exchange Act) adopted, modified or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement" (as those terms are defined in Item 408 of Regulation S-K).

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not Applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

The information required by Item 401 of Regulation S-K regarding directors is contained under the caption “Proposal One: Election of Directors” in our Proxy Statement relating to our 2025 Annual Meeting of Stockholders (“Proxy Statement”), to be filed pursuant to Regulation 14A within 120 days after February 1, 2025 and is incorporated herein by reference. The information required by Item 401 of Regulation S-K regarding executive officers is set forth in Part I, Item 1 of this Annual Report under the caption “Information about our Executive Officers.”

The information required by Item 405 of Regulation S-K is contained under the caption “Delinquent Section 16(a) Reports” of the Proxy Statement and is incorporated herein by reference.

The Company’s Code of Ethics is publicly available on the Investor Relations page of the Company’s Internet website at investors.ae.com under the section “ESG - Governance Overview.” The remaining information required by Item 406 of Regulation S-K is contained under the caption “Corporate Governance” of the Proxy Statement and is incorporated herein by reference.

The applicable information required by Items 407(c)(3), (d)(4) and (d)(5) of Regulation S-K is included under the caption “Corporate Governance: Board Committees” of the Proxy Statement and is incorporated herein by reference.

The Company has adopted the AEO Policy on Insider Trading (the “Insider Trading Policy”) that applies to all associates, officers, directors, and individuals working on behalf of the Company (e.g., consultants and independent contractors) or any of its subsidiaries or affiliates, as well as the Company itself. The Company believes that the Insider Trading Policy is reasonably designed to promote compliance with insider trading laws, rules, and regulations with respect to the purchase, sale, and/or other dispositions of the Company’s securities, as well as the applicable rules and regulations of the New York Stock Exchange. A copy of the Insider Trading Policy is filed as Exhibit 19 to this Annual Report.

Item 11. Executive Compensation.

The information required by Item 402 of Regulation S-K is contained under the captions “Compensation Discussion and Analysis,” “Compensation Tables and Related Information,” “Corporate Governance: Director Compensation,” and “Corporate Governance: Board Oversight of Risk Management” of the Proxy Statement and is incorporated herein by reference.

The applicable information required by Items 407(e)(4) and (e)(5) of Regulation S-K is contained under the caption “Compensation Committee Report” of the Proxy Statement, which information (which shall not be deemed to be “filed”) is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The information required by Item 201(d) of Regulation S-K relating to securities authorized for issuance under equity compensation plans is contained under the caption “Compensation Tables and Related Information: Equity Compensation Plan Table” in the Proxy Statement.

The information required by Item 403 of Regulation S-K is contained under the caption “Ownership of Our Shares” of the Proxy Statement and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence.

The information required by Item 404 of Regulation S-K regarding related party transactions is contained under the caption “Corporate Governance: Related Party Transactions” of our Proxy Statement and is incorporated herein by reference.

The information required by Item 407(a) of Regulation S-K regarding director independence is contained under the captions “Proposal One: Election of Directors” and “Corporate Governance” of the Proxy Statement and is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services.

The information required by Item 9(e) of Schedule 14A is contained under the caption "Independent Registered Public Accounting Firm Fees and Services" of the Proxy Statement and is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) (1) The following consolidated financial statements are included in Part II Item 8, Financial Statements and Supplementary Data:

Consolidated Balance Sheets as of February 1, 2025 and February 3, 2024

Consolidated Statements of Operations for the fiscal years ended February 1, 2025, February 3, 2024, and January 28, 2023

Consolidated Statements of Comprehensive Income for the fiscal years ended February 1, 2025, February 3, 2024, and January 28, 2023

Consolidated Statements of Stockholders' Equity for the fiscal years ended February 1, 2025, February 3, 2024 and January 28, 2023

Consolidated Statements of Cash Flows for the fiscal years ended February 1, 2025, February 3, 2024, and January 28, 2023

Notes to Consolidated Financial Statements

(a) (2) Financial statement schedules have been omitted because either they are not required or are not applicable or because the information required to be set forth therein is not material.

(a) (3) Exhibits

Exhibit Number	Description
2.1-	<u>Stock Purchase Agreement, dated November 1, 2021, by and among The Original Real Co., Quiet Holdings, LLC, Quiet Global Holdings, LLC, Quiet Logistics, Inc. and, solely for the purposes of guaranteeing certain obligations of Buyer, American Eagle Outfitters, Inc. (incorporated by reference to Exhibit 2.1 to the Company's Form 8-K filed on November 2, 2021 (SEC File No. 001-33338)).</u>
3.1	<u>Amended and Restated Certificate of Incorporation of American Eagle Outfitters, Inc., as amended (incorporated by reference to Exhibit 3.1 to the Company's Form 10-Q filed on September 6, 2007 (SEC File No. 001-33338)).</u>
3.2	<u>Amended and Restated Bylaws of American Eagle Outfitters, Inc. (incorporated by reference to Exhibit 3.2 to the Company's Form 10-K filed on March 13, 2023 (SEC File No. 001-33338)).</u>
4.1	<u>Voting and Stockholder Agreement among Jay L. Schottenstein, Ann S. Deshe, Susan S. Diamond, and other parties thereto, dated as of September 16, 2011 (incorporated by reference to Exhibit 1 to Schedule 13D filed by Jay L. Schottenstein on October 3, 2011 (SEC File No. 005-49559)).</u>
4.2	<u>Description of the Company's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (incorporated by reference to Exhibit 4.2 to the Company's Form 10-K filed on March 11, 2021 (SEC File No. 001-33338)).</u>
4.3	<u>Indenture, dated as of April 27, 2020, between American Eagle Outfitters, Inc. and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Company's Form 8-K filed on April 28, 2020 (SEC File No. 001-33338)).</u>
4.4	<u>Form of certificate representing the 3.75% Convertible Senior Notes due 2025 (included as Exhibit A to Exhibit 4.4) (incorporated by reference to Exhibit 4.2 to the Company's Form 8-K filed on April 28, 2020 (SEC File No. 001-33338)).</u>
4.5	<u>Amendment and Restatement Agreement, dated as of June 24, 2022, between American Eagle Outfitters, Inc., American Eagle Outfitters Canada Corporation, the guarantors party thereto from time to time, the lenders party thereto from time to time and PNC Bank, National Association, as administrative agent (incorporated by reference to Exhibit 4.1 to the Company's Form 8-K filed on June 27, 2022 (SEC File No. 001-33338)).</u>

- 10.1+ [Amended and Restated Credit Agreement, dated January 30, 2019, among American Eagle Outfitters, Inc. and certain of its subsidiaries as borrowers, each lender from time to time party thereto, and PNC Bank, National Association as administrative agent for the lenders and certain other parties and agents \(incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on February 5, 2019 \(SEC Filed No. 001-33338\)\)](#)
- 10.2+ [First Amendment to the Amended and Restated Credit Agreement, dated as of January 30, 2019, among American Eagle Outfitters, Inc. and certain of its subsidiaries as co-borrowers or grantors, each lender from time to time party thereto, and PNC Bank, National Association as administrative agent for the lenders and certain other parties and agents \(incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on April 23, 2020 \(SEC File No. 001-33338\)\)](#)
- 10.3^ [American Eagle Outfitters, Inc. Deferred Compensation Plan, Amended and Restated December 22, 2008 \(incorporated by reference to Exhibit 10.2 to the Company's Form 8-K filed on December 23, 2008 \(SEC File No. 001-33338\)\)](#)
- 10.4^ [American Eagle Outfitters, Inc. Director Deferred Compensation Plan, Amended and Restated January 28, 2021 \(incorporated by reference to Exhibit 10.4 to the Company's Form 10-K filed on March 11, 2021 \(SEC File No. 001-33338\)\)](#)
- 10.5^ [American Eagle Outfitters, Inc. Form of Director Deferred Compensation Agreement \(incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on January 5, 2006 \(SEC File No. 001-33338\)\)](#)
- 10.6^ [Form of Change in Control Agreement dated April 21, 2010 \(incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on April 26, 2010 \(SEC File No. 001-33338\)\)](#)
- 10.7^ [Change in Control Agreement between American Eagle Outfitters, Inc. and Michael A. Mathias, dated April 20, 2020 \(incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on April 22, 2020 \(SEC File No. 001-33338\)\)](#)
- 10.8^ [Form of RSU Confidentiality, Non-Solicitation, Non-Competition and Intellectual Property Agreement \(incorporated by reference to Exhibit 10.25 to the Company's Form 10-K filed on March 11, 2011 \(SEC File No. 001-33338\)\)](#)
- 10.9^ [Letter Agreement with Jennifer Foyle dated June 25, 2010 \(incorporated by reference to Exhibit 10.26 to the Company's Form 10-K filed on March 13, 2014 \(SEC File No. 001-33338\)\)](#)
- 10.10^ [Form of 2016 Director and Officer Indemnification Agreement \(incorporated by reference to Exhibit 10.18 to the Company's Form 10-K filed on March 10, 2017 \(SEC File No. 001-33338\)\)](#)
- 10.12^ [Form of Notice of Grant of Time-Based Restricted Stock Units and Restricted Stock Units Awards Agreement \(incorporated by reference to Exhibit 10.2 to the Company's Form 10-Q filed on June 1, 2018 \(SEC File No. 001-33338\)\)](#)
- 10.13^ [Form of Notice of Grant of Performance-Based Restricted Stock Units and Restricted Stock Units Awards Agreement \(incorporated by reference to Exhibit 10.3 to the Company's Form 10-Q filed on June 1, 2018 \(SEC File No. 001-33338\)\)](#)
- 10.14^ [Form of Notice of Grant of Stock Option Award Agreement \(incorporated by reference to Exhibit 10.4 to the Company's Form 10-Q filed on June 1, 2018 \(SEC File No. 001-33338\)\)](#)
- 10.15^ [Notice of Long Term Incentive Grant of Special Engagement and Retention Restricted Stock Units \(incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q filed on December 12, 2018 \(SEC File No. 001-33338\)\)](#)
- 10.16^ [Notice of Grant of Special Engagement and Retention Restricted Stock Units \(incorporated by reference to Exhibit 10.2 to the Company's Form 10-Q filed on December 12, 2018 \(SEC File No. 001-33338\)\)](#)
- 10.17^ [American Eagle Outfitters, Inc. 2020 Stock Award and Incentive Plan \(incorporated by reference as Exhibit 99.1 to the Company's Form S-8 filed on June 4, 2020 \(SEC File No. 333-238942\)\)](#)
- 10.18^ [American Eagle Outfitters, Inc. Annual Cash Incentive Compensation Plan \(incorporated by reference to Exhibit 10.20 to the Company's Form 10-K filed on March 14, 2022 \(SEC File No. 001-33338\)\)](#)
- 10.19^ [Letter Agreement with Marisa Baldwin, dated August 27, 2021 \(incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q filed on November 23, 2021 \(SEC File No. 001-33338\)\)](#)

10.20^	<u>Change in Control Agreement between American Eagle Outfitters, Inc. and Marisa Baldwin, dated August 27, 2021 (incorporated by reference to Exhibit 10.2 to the Company's Form 10-Q filed on November 23, 2021 (SEC File No. 001-33338))</u>
10.21^	<u>Form of 2021 Confidentiality, Non-Competition and Intellectual Property Agreement (incorporated by reference to Exhibit 10.3 to the Company's Form 10-Q filed on November 23, 2021 (SEC File No. 001-33338))</u>
10.22	<u>Form of Exchange Agreement, dated June 3, 2022, by and between American Eagle Outfitters, Inc. and the applicable Noteholder (incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on June 3, 2022 (SEC File No. 001-33338))</u>
10.23	<u>Accelerated Share Repurchase Agreement, dated June 3, 2022, by and between American Eagle Outfitters, Inc. and JPMorgan Chase Bank, National Association (incorporated by reference to Exhibit 10.2 to the Company's Form 8-K filed on June 3, 2022 (SEC File No. 001-33338))</u>
10.24	<u>Form of Exchange Agreement, dated December 5, 2022, by and between American Eagle Outfitters, Inc. and the applicable Noteholder (incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on December 6, 2022 (SEC File No. 001-33338))</u>
10.25^	<u>American Eagle Outfitters, Inc. 2023 Stock Award and Incentive Plan (incorporated by reference to Exhibit 99.1 to the Company's Registration Statement on Form S-8 filed on June 30, 2023 (SEC File No. 333-273076))</u>
10.26^	<u>Form of Notice of Grant of Performance-Based Restricted Stock Units and Restricted Stock Units Awards Agreement under the American Eagle Outfitters, Inc. 2020 Stock Award and Incentive Plan (incorporated by reference to Exhibit 10.26 to the Company's Form 10-K filed on March 15, 2024 (SEC File No. 001-33338))</u>
10.27^	<u>Form of Notice of Grant of Stock Option Award Agreement under the American Eagle Outfitters, Inc. 2020 Stock Award and Incentive Plan (incorporated by reference to Exhibit 10.27 to the Company's Form 10-K filed on March 15, 2024 (SEC File No. 001-33338))</u>
10.28^	<u>Form of Notice of Grant of Time-Based Restricted Stock Units and Restricted Stock Units Awards Agreement under the American Eagle Outfitters, Inc. 2020 Stock Award and Incentive Plan (incorporated by reference to Exhibit 10.28 to the Company's Form 10-K filed on March 15, 2024 (SEC File No. 001-33338))</u>
10.29^*	<u>Form of Notice of Grant of Performance-Based Restricted Stock Units and Restricted Stock Units Awards Agreement under the American Eagle Outfitters, Inc. 2023 Stock Award and Incentive Plan</u>
10.30^*	<u>Form of Notice of Grant of Stock Option Award Agreement under the American Eagle Outfitters, Inc. 2023 Stock Award and Incentive Plan</u>
10.31^*	<u>Form of Notice of Grant of Time-Based Restricted Stock Units and Restricted Stock Units Awards Agreement under the American Eagle Outfitters, Inc. 2023 Stock Award and Incentive Plan</u>
10.32	<u>Accelerated Share Repurchase Agreement, dated March 14, 2025, by and between American Eagle Outfitters, Inc. and Bank of America, N.A. (incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on March 17, 2025 (SEC File No. 001-33338))</u>
19*	<u>American Eagle Outfitters, Inc. Policy on Insider Trading</u>
21*	<u>Subsidiaries</u>
23*	<u>Consent of Independent Registered Public Accounting Firm</u>
24*	<u>Powers of Attorney</u>
31.1*	<u>Certification by Jay L. Schottenstein pursuant to Rule 13a-14(a) or Rule 15d-14(a)</u>
31.2*	<u>Certification by Michael A. Mathias pursuant to Rule 13a-14(a) or Rule 15d-14(a)</u>
32.1**	<u>Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
32.2**	<u>Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>

- 97.1^ [Incentive Based Compensation Recovery Policy \(incorporated by reference to Exhibit 97.1 to the Company's Form 10-K filed on March 15, 2024 \(SEC File No. 001-33338\)\)](#)
- 101* [The following materials from the Company's Annual Report on Form 10-K for the year ended February 1, 2025, formatted as Inline eXtensible Business Reporting Language \("XBRL"\):](#) (i) [Consolidated Balance Sheets as of February 1, 2025 and February 3, 2024,](#) (ii) [Consolidated Statements of Operations for the fiscal years ended February 1, 2025, February 3, 2024, and January 28, 2023](#) (iii) [Consolidated Statements of Comprehensive Income for the fiscal years ended February 1, 2025, February 3, 2024, and January 28, 2023](#) (iv) [Consolidated Statements of Stockholders' Equity for the fiscal years ended February 1, 2025, February 3, 2024, and January 28, 2023, and](#) (v) [Consolidated Statements of Cash Flows for the fiscal years ended February 1, 2025, February 3, 2024, and January 28, 2023,](#) (vi) [Item 1C. Cybersecurity,](#) and (vii) [Item 9B. Other Information.](#)
- 104* [The cover page from the Company's Annual Report on Form 10-K for the year ended February 1, 2025, formatted in Inline XBRL and contained in Exhibit 101](#)
-

- Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally to the SEC a copy of any omitted schedule or exhibit upon request by the SEC.

+ Portions of this exhibit have been omitted pursuant to a confidential treatment order from the SEC.

^ Management contract or compensatory plan or arrangement.

* Filed herewith.

** Furnished herewith.

(b) Exhibits

The exhibits to this report have been filed herewith.

(c) Financial Statement Schedules

None.

Item 16. Form 10-K Summary

None

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

AMERICAN EAGLE OUTFITTERS, INC.

By: /s/ Jay L. Schottenstein
Jay L. Schottenstein
Chief Executive Officer

Dated March 20, 2025

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant and in the capacities indicated on March 20, 2025.

Signature	Title
/s/ Jay L. Schottenstein Jay L. Schottenstein	Chief Executive Officer, Chairman of the Board of Directors and Director (Principal Executive Officer)
/s/ Michael A. Mathias Michael A. Mathias	Executive Vice President, Chief Financial Officer (Principal Financial Officer)
/s/ James H. Keefer James H. Keefer	Senior Vice President, Chief Accounting Officer (Principal Accounting Officer)
* Sujatha Chandrasekaran	Director
* Deborah A. Henretta	Director
* Cary D. McMillan	Director
* Janice E. Page	Director
* Stephanie L. Pugliese	Director
* David M. Sable	Director
* Noel J. Spiegel	Director
*By: /s/ Michael A. Mathias Michael A. Mathias, <i>Attorney-in-Fact</i>	

**Notice of Long Term Incentive
Grant of Restricted
Stock Units and Long Term Incentive
Restricted Stock Units Award Agreement**

American Eagle Outfitters, Inc.
77 Hot Metal Street
Pittsburgh, PA 15203

#EmployeeID# Plan: 2023
#ParticipantName# Product ID:

Effective#GrantDate# (the “Grant Date”), you have been granted a target Award of #QuantityGranted# units of restricted stock (the “RSUs”) under the American Eagle Outfitters, Inc. 2023 Stock Award and Incentive Plan (the “Plan”). Each RSU represents the right to receive one share of American Eagle Outfitters, Inc. (the “Company”) common stock, \$0.01 par value per share, at a future point in time. This Award is subject to the terms and conditions contained in this Notice and Agreement, as well as the terms and conditions of the Plan. All capitalized words not defined in this Notice and Agreement have the meanings assigned to them in the Plan.

The RSUs shall remain restricted subject to the risk of being forfeited unless your employment is terminated, or in the event of a Change in Control, in each case, as provided in Section 4 of the attached Terms and Conditions and unless a percentage determined based on the performance goals for the Performance Period of Service is earned (the “RSU Vesting Percentage”). For purposes of determining the vesting of the RSUs, the “Performance Period” is []

Performance goals for the Performance Period shall be based on the Company’s total shareholder return (“TSR”) relative to the average TSR of the members of AEO’s [] Proxy Peer Group (the “Peer Group”).

For the Company and each company in the Peer Group, TSR will be determined using the 30-day average closing market price per share for the 30 trading days preceding [] / the 30-day average closing market price per share for the 30 trading days preceding [], assuming all dividends paid from [] are reinvested on the ex-dividend date.

Payouts for the relative TSR goal will be determined in accordance with the following schedule⁽¹⁾:

<u>Performance Level</u> ⁽²⁾	<u>AEO Relative TSR Performance</u> ⁽³⁾	<u>Vesting Percentage</u>
Maximum	75 th percentile or above	150%
Target	50 th percentile	100%
Threshold	25 th percentile	50%
	Below 25 th percentile	0%

⁽¹⁾ If the Company’s Absolute TSR performance over the Performance Period is negative, the vesting percentage is capped at Target (100%) regardless of the Company’s Relative TSR performance. Absolute TSR is defined as the difference in the Company’s average stock price for the 30 days preceding the grant date and the final 30 days of the performance period.

⁽²⁾ If Threshold is met or exceeded, the performance and Award pay-out will be determined through interpolation between Threshold, Target and Maximum performance levels (e.g., performance between percentiles will be interpolated).

⁽³⁾ Any adjustments to the Peer Group companies, as a result of corporate transactions or other significant corporate events during the Performance Period, shall be determined as set forth in, and on file with the Compensation Committee (the “Committee”).

The number of RSUs determined by applying a percentage under the schedule above shall be rounded up to the nearest whole share.

The Committee shall determine and certify in writing the achievement of the above performance goals after the end of the Performance Period. On the date of certification, such restrictions will lapse as to the Shares that are earned in accordance with the performance measures set forth in the schedule above (the “Period of Restriction”) and the balance, if any, shall be forfeited.

As provided in the Plan and this Notice and Agreement, this Award may terminate before the restrictions lapse. For example, if your employment with the Company ends before the date the restrictions lapse, this Award will terminate and the RSUs awarded shall revert to the Company, except in certain cases as specified in Section 4 of this Notice and Agreement.

By signing below (which includes electronic acceptance), you agree that this Award is governed by this Notice and Agreement, and by the terms and conditions contained in the Plan, as amended from time to time, and incorporated into this Notice and Agreement by reference

American Eagle Outfitters, Inc.

By: Jay L. Schottenstein
Jay Schottenstein

Date

Employee

Date

TERMS AND CONDITIONS OF RESTRICTED STOCK AWARD

1. Grant of Award. American Eagle Outfitters, Inc. (the “Company”) hereby grants to the employee named on page 1 of this Notice and Agreement (“Employee”) as a separate incentive in connection with Employee’s employment and not in lieu of any salary or other compensation for Employee’s services, an Award of the number of restricted stock units (“RSUs”) of Stock of the Company set forth on page 1 of this Notice and Agreement, which RSUs are granted on the Grant Date, subject to all the terms and conditions in this Notice and Agreement and in the Company’s 2023 Stock Award and Incentive Plan (the “Plan”). Each RSU represents the right to receive one share of Stock at a future point in time.

2. Nature of Grant. In accepting the grant of RSUs, Employee acknowledges, understands and agrees that:

- a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
- b) the grant of the RSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;
- c) all decisions with respect to future RSU or other grants, if any, will be at the sole discretion of the Company;
- d) Employee is voluntarily participating in the Plan;
- e) the RSUs and the shares of Common Stock underlying the RSUs awarded under the Plan (the “Shares”) are not intended to replace any pension rights or compensation;
- f) the RSUs and the Shares, and the income and value of same, are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;
- g) the future value of the Shares is unknown, indeterminable and cannot be predicted with certainty;
- h) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from the termination of Employee’s Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Employee is employed or the terms of Employee’s employment agreement, if any), and in consideration of the grant of the RSUs to which Employee is otherwise not entitled, Employee irrevocably agrees never to institute any claim against the Company or any of its subsidiaries or affiliates, waives Employee’s ability, if any, to bring any such claim, and releases the Company and all its subsidiaries and affiliates from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Employee shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim; and
- i) unless otherwise provided in the Plan or by the Company in its discretion, the RSUs and the benefits evidenced by this Notice and Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Common Stock.

3. Rights of Employee with Respect to the Restricted Stock Units.

3.1 No Stockholder Rights. The RSUs granted pursuant to this Award do not and shall not entitle Employee to any rights of a stockholder of Stock, including voting rights with respect to shares of Stock underlying RSUs prior to the Company’s issuance of such shares pursuant to Section 3.3. The rights of Employee with respect to the RSUs shall remain forfeitable at all times prior to the date on which such rights become vested and the restrictions with respect to the RSUs lapse.

3.2 Additional Restricted Stock Units. As long as Employee holds RSUs granted pursuant to this Award, the Company shall credit to Employee, on each date that the Company pays a cash dividend to holders of Stock generally, an additional number of RSUs (“Additional RSUs”) equal to the total number of whole RSUs and Additional RSUs previously credited to Employee under this Award

multiplied by the dollar amount of the cash dividend paid per share of Stock by the Company on such pay date, divided by the Fair Market Value of a share of Stock on such pay date. Any fractional RSU resulting from such calculation shall be included in the Additional RSUs. A report showing the number of Additional RSUs so credited shall be sent to Employee periodically, as determined by the Company. The Additional RSUs so credited shall be subject to the same terms and conditions as the RSUs to which such Additional RSUs relate and the Additional RSUs shall be forfeited in the event that the RSUs with respect to which such Additional RSUs were credited are forfeited.

3.3 Conversion of Restricted Stock Units; Issuance of Stock. No shares of Stock shall be issued to Employee prior to the date on which the RSUs vest, and the restrictions with respect to the RSUs lapse, as set forth on page 1 of this Notice and Agreement. Neither this Section 3.3 nor any action taken pursuant to or in accordance with this Section 3.3 shall be construed to create a trust of any kind. After any RSUs vest as set forth on page 1 of this Notice and Agreement, the Company shall as soon as administratively practicable (but no later than 30 days thereafter) cause to be issued one share of Stock for each RSU in book-entry form, registered in Employee's name or in the name of Employee's legal representatives, beneficiaries or heirs, as the case may be, in payment of such vested whole RSUs and any Additional RSUs. The value of any fractional RSU shall be rounded up to the nearest whole share at the time shares are delivered to Employee in payment of the RSUs and any Additional RSUs.

3. Termination of Service/Change in Control. The RSUs as to which restrictions have not lapsed upon the date and time of Employee's termination of Service, for a reason other than Employee's death, Disability or Retirement or following a Change in Control as specified in Section 9 of the Plan, shall terminate and thereupon revert to the Company automatically and without charge to the Company subject to the discretion of the Committee. Such RSUs shall thereafter be available for grant under the Plan.

In the event of a termination of Service as a result of Employee's death, Disability or Retirement, the RSUs shall be vested as scheduled, if and to the extent the performance goals for this Award are achieved.

Following a Change in Control, the provisions of Section 9 of the Plan shall control the vesting and payment of the Award. In this regard, in the event the RSUs are assumed in a Change in Control, and within 18 months after the effective date of the Change in Control, Employee's employment or service is terminated by the Company without Cause (excluding voluntary resignation, death, Disability or Retirement), then the vesting and payment of the RSUs shall be accelerated to the extent provided by Section 9(a)(i)(C)) of the Plan. If the RSUs are not assumed in a Change in Control, the vesting and payment of RSUs shall be governed by Section 9(a)(ii)(C)) of the Plan.

5. Continuous Employment Required. Subject to the provisions of Section 4 above, restrictions on RSUs shall not lapse and the RSUs shall not vest in accordance with any of the provisions of this Notice and Agreement unless Employee shall have been continuously employed by the Company or by one of its affiliates from the date of the Award until the date such restrictions are deemed to have lapsed.

6. Forfeiture of Award. Notwithstanding anything in this Notice and Agreement to the contrary, the RSUs represented by this Award may be forfeited in accordance with the provisions of Sections 4, 9 or 20 of this Notice and Agreement or Section 10 of the Plan.

7. Withholding Taxes. Notwithstanding anything in this Notice and Agreement to the contrary, no shares of Stock may be issued unless and until Employee shall have delivered to the Company or its designated affiliate, the full amount of any federal, state or local income and other withholding taxes. The Company will automatically withhold from the total number of shares of Stock deliverable to Employee upon the applicable vesting date, the number of shares having a value equal to the minimum statutory tax withholding requirements as determined in accordance with the Plan. In the event of any remaining tax balance, Employee will be required to deliver a check for that amount payable to American Eagle Outfitters, Inc. before the shares of Stock are deposited into Employee's account. Notwithstanding any other provision of this Notice and Agreement to the contrary, the Company shall not be obligated to guarantee any particular tax result for Employee with respect to any payment provided to Employee hereunder, and Employee shall be responsible for any taxes imposed on Employee with respect to any such payment.

8. Beneficiary Designation. If permitted by the Committee, Employee may name a beneficiary or beneficiaries to whom any vested but unpaid Award amount shall be paid in the event of Employee's death. In order to be effective, a beneficiary designation must be made by Employee in a form and manner acceptable to the Company. If Employee fails to make an effective beneficiary designation, or if no such beneficiary survives Employee, then the vested but unpaid benefits remaining at Employee's death shall be paid to Employee's estate.

9. Non-competition and Non-solicitation.

9.1 In consideration of the RSUs, Employee agrees and covenants not to:

(a) contribute his or her knowledge, directly or indirectly, in whole or in part, as an employee, officer, owner, manager, advisor, consultant, agent, partner, director, stockholder, volunteer, intern or in any other similar capacity to an entity engaged in the same or similar business as the Company and its affiliates, including those engaged in the retail sale of apparel, swimwear, lingerie, accessories

or footwear, during Employee's tenure with the Company and its affiliates and for a period of 12 months following Employee's termination of Service or such longer period of time as may be set forth in any offer letter or other agreement between the parties; or,

(b) directly or indirectly, solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of the Company or its affiliates during Employee's tenure with the Company and its affiliates and for 12 months following the Participant's termination of Service.

9.2 In the event of a breach or threatened breach of any of the covenants contained in Section 9.1:

(a) any unvested portion of this Award shall be forfeited effective as of the date of such breach, unless sooner terminated by operation of another term or condition of this Notice and Agreement or the Plan; and

(b) Employee hereby consents and agrees that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

10. Non-transferability of Award. Until the end of the Period of Restriction set forth on page 1 of this Notice and Agreement, the RSUs granted herein and the rights and privileges conferred hereby and the Plan may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated (by operation of law or otherwise) other than: (a) by will; (b) by the laws of descent and distribution; or (c) as provided in Section 11(b) of the Plan.

11. Conditions to Issuance of Shares. The shares of Stock deliverable to Employee may be either previously authorized but unissued shares or issued shares which have been reacquired by the Company. The Company shall not be required to issue any shares of Stock hereunder prior to fulfillment of all of the following conditions: (a) The admission of such shares to listing on all stock exchanges on which such class of Stock is then listed; (b) The completion of any registration or other qualification of such shares under any state or federal law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body, which the Committee shall, in its absolute discretion, deem necessary or advisable; (c) The obtaining of any approval or other clearance from any state or federal governmental agency, which the Committee shall, in its absolute discretion, determine to be necessary or advisable; and (d) The lapse of such reasonable period of time following the date of grant of the RSUs as the Committee may establish from time to time for reasons of administrative convenience.

12. Plan Governs. This Notice and Agreement is subject to all the terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Notice and Agreement and one or more provisions of the Plan, the provisions of the Plan shall govern.

13. No Right to Continued Employment or Future Awards. Employee understands and agrees that this Notice and Agreement does not impact in any way the right of the Company, or any affiliate of the Company employing Employee, to terminate the employment or change the terms of the employment of Employee at any time for any reason whatsoever, with or without cause. Employee understands and agrees that Employee's employment with the Company or an affiliate is on an "at-will" basis only. The Award is a voluntary, discretionary Award being made on a one-time basis and it does not constitute a commitment to make any future Awards. The Award and any related payments made to you will not be considered salary or other compensation for purposes of any severance pay or similar allowance, except as otherwise required by law.

14. Notices. Any notice to be given to the Company under the terms of this Notice and Agreement shall be addressed to the Company, in care of General Counsel, at American Eagle Outfitters, Inc., 77 Hot Metal Street, Pittsburgh, PA 15203, or at such other address as the Company may hereafter designate in writing. Any notice to be given to Employee shall be addressed to Employee at the address for Employee maintained on the books and records of the Company. All such notices shall be deemed effective upon personal delivery (or electronic delivery to the extent authorized hereunder) or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

15. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Notice and Agreement.

16. Agreement Severable. In the event that any provision in this Notice and Agreement shall be held invalid, illegal or unenforceable, such provision shall be severable from, and such invalidity, illegality or unenforceability shall not be construed to have any effect on, the remaining provisions of this Notice and Agreement, and the provisions so held to be invalid, unenforceable or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it enforceable, valid and legal.

17. Governing Law and Venue. The RSU grant and the provisions of this Notice and Agreement are governed by, and subject to, the laws of the State of Delaware, without regard to the conflict of law provisions. For purposes of litigating any dispute that arises under the RSU grant or this Notice and Agreement, the parties hereby submit to and consent to the jurisdiction of the Commonwealth of Pennsylvania, agree that such litigation shall be conducted in the courts of Allegheny County, or the federal courts for the United States for the Western District of Pennsylvania, where this grant is made and/or to be performed.

18. Unfunded Obligation. The obligations of the Company hereunder will be merely that of an unfunded and unsecured promise of the Company to deliver shares of Stock in the future, and the rights of Employee will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company hereunder.

19. Nature of Grant. Employee acknowledges that (a) the future value of the underlying shares of Stock is unknown and cannot be predicted with certainty and (b) in consideration of the grant of the RSUs, no claim or entitlement to compensation or damages shall arise from termination of the RSUs or diminution in value of the shares received upon settlement including (without limitation) any claim or entitlement resulting from termination of Employee's active employment by the Company or an affiliate (for any reason whatsoever and whether or not in breach of local labor laws), and Employee hereby releases the Company and its affiliates from any such claim that may arise if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting the RSUs and this Notice and Agreement, Employee shall be deemed irrevocably to have waived Employee's entitlement to pursue such claim.

20. Clawback. Notwithstanding any provisions of this Notice and Agreement to the contrary, any RSUs granted hereunder will be subject to mandatory forfeiture or repayment by Employee to the Company to the extent Employee is, or in the future becomes, subject to (a) any Company clawback or recoupment policy that is adopted to comply with the requirements of any applicable laws, rules or regulations, or that is otherwise adopted by the Company, or (b) any applicable laws which impose mandatory recoupment, under circumstances set forth in such applicable laws, including as required by the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or other applicable law, regulation or stock exchange listing requirement, as may be in effect from time to time, and which may operate to create additional rights for the Company with respect to Awards and the forfeiture or recovery of amounts relating thereto. In the event of a forfeiture event under an applicable Company clawback policy, any amounts required to be forfeited pursuant to such policy shall be deemed not to have been earned under the terms of the Plan, and the Company shall be entitled to recover from Employee the amount specified under the clawback policy to be forfeited. By accepting this grant of RSUs, Employee agrees and acknowledges that Employee is obligated to cooperate with, and provide any and all assistance necessary to, the Company to provide for the forfeiture or to recover or recoup this Award or amounts paid under this Award subject to clawback pursuant to such law, government regulation, stock exchange listing requirement or Company policy or the Plan. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to forfeit, recover or recoup this Award or amounts paid hereunder from Employee's accounts, or pending or future compensation awards that may be made to Employee.

21. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to the RSUs and Employee's participation in the Plan, or future Awards that may be granted under the Plan, by electronic means or request Employee's consent to participate in the Plan by electronic means. Employee hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third-party designated by the Company.

22. Compliance with Laws and Regulations. The issuance of shares of Stock pursuant to this Notice and Agreement shall be subject to compliance by Employee with all applicable requirements of law relating thereto and with all applicable regulations of any stock exchange on which the Stock may be listed for trading at the time of such issuance.

23. Binding Effect; No Third Party Beneficiaries. This Notice and Agreement shall be binding upon and inure to the benefit of the Company and Employee and their respective heirs, representatives, successors and permitted assigns. This Notice and Agreement shall not confer any rights or remedies upon any person other than the Company and Employee and their respective heirs, representatives, successors and permitted assigns.

24. Compliance with Section 409A of the Code. The Award covered by this Notice and Agreement is intended to be excepted from coverage under, or compliant with, the provisions of Section 409A of the Code, and the regulations and other guidance promulgated thereunder ("409A"). Notwithstanding the foregoing or any other provision of this Notice and Agreement or the Plan to the contrary, if the Award is subject to the provisions of 409A (and not exempted therefrom), the provisions of this Notice and Agreement and the Plan shall be administered, interpreted and construed in a manner necessary to comply with 409A (or disregarded to the extent such provision cannot be so administered, interpreted or construed). If any payments or benefits hereunder may be deemed to constitute nonconforming deferred compensation subject to taxation under the provisions of 409A, Employee agrees that the Company may, without the consent of Employee, modify this Notice and Agreement to the extent and in the manner the Company deems necessary or advisable or take such other action or actions, including an amendment or action with retroactive effect, that the Company deems appropriate in order either to preclude any such payment or benefit from being deemed "deferred compensation" within the meaning of 409A or to provide such payments or benefits in a manner that complies with the provisions of 409A such that they will not be subject to the imposition of taxes and/or interest thereunder. If, at the time of Employee's separation from service (within the meaning of 409A), (a) Employee shall be a specified employee (within the meaning of 409A and using the identification methodology selected by the Company from time to time) and (b) the Company shall make a good faith determination that an amount payable hereunder constitutes deferred compensation (within the meaning of 409A) the settlement of which is required to be delayed pursuant to the six-month delay rule set forth in 409A in order to avoid taxes or penalties under 409A, then the Company shall not

settle such amount on the otherwise scheduled settlement date but shall instead settle it, without interest, on the first business day of the month after such six-month period. Notwithstanding the foregoing, the Company makes no representations and/or warranties with respect to compliance with 409A, and Employee recognizes and acknowledges that 409A could potentially impose upon Employee certain taxes and/or interest charges for which Employee is and shall remain solely responsible.

**Notice of
Grant of Non-Qualified
Stock Option and Option
Award Agreement**

American Eagle Outfitters, Inc.
77 Hot Metal Street
Pittsburgh, PA 15203

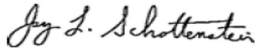
#EmployeeID# Plan: 2023
#ParticipantName# Product ID:

Effective#GrantDate# (the "Grant Date"), you have been granted a non-qualified stock option to buy #QuantityGranted# shares of American Eagle Outfitters, Inc. stock at \$#GrantPrice# per share. This option is subject to all of the terms and conditions contained in this Notice and Agreement (the attached "Terms and Conditions of Non-Qualified Stock Option"), and the terms and conditions set forth in the American Eagle Outfitters, Inc. 2023 Stock Award and Incentive Plan (the "Plan"). All capitalized words not defined in this Notice and Agreement have the meanings assigned to them in the Plan.

Unless your employment is terminated, or in the event of a Change in Control, in each case, as provided in Section 4 of the attached Terms and Conditions, options for shares will vest evenly as to one third of the shares over three years on the anniversary of the grant date and become fully exercisable on the third anniversary of the grant date (the "Period of Restriction") and shall remain exercisable for the period ending on the expiration date of #Expirationdate# (the "Expiration Date").

By signing below (which includes electronic acceptance), you agree that this Award is governed by this Notice and Agreement, and by the terms and conditions contained in the Plan, as amended from time to time, and incorporated into this Notice and Agreement by reference.

American Eagle Outfitters, Inc.



By: _____
Jay Schottenstein Date

Employee Date

TERMS AND CONDITIONS OF NON-QUALIFIED STOCK OPTION

1. Grant of Option. American Eagle Outfitters, Inc. (the "Company") hereby grants to the employee named on page 1 of this Notice and Agreement ("Employee") under the Company's 2023 Stock Award and Incentive Plan (the "Plan"), as a separate incentive in connection with Employee's employment and not in lieu of any salary or other compensation for Employee's services, a non-qualified stock option to purchase, on the terms and conditions of the Plan and of this Notice and Agreement, all or any part of the number of shares set forth on page 1 of this Notice and Agreement. The option granted hereby is **not** intended to be an Incentive Stock Option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended.

2. Nature of Grant. In accepting the grant of options, Employee acknowledges, understands and agrees that:

- a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

- b) the grant of the options is voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;
- c) all decisions with respect to future options or other grants, if any, will be at the sole discretion of the Company;
- d) Employee is voluntarily participating in the Plan;
- e) the options and the shares of Common Stock underlying the options awarded under the Plan (the "Shares") are not intended to replace any pension rights or compensation;
- f) the options and the Shares, and the income and value of same, are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;
- g) the future value of the Shares is unknown, indeterminable and cannot be predicted with certainty;
- h) no claim or entitlement to compensation or damages shall arise from forfeiture of the options resulting from the termination of Employee's Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Employee is employed or the terms of Employee's employment agreement, if any), and in consideration of the grant of the options to which Employee is otherwise not entitled, Employee irrevocably agrees never to institute any claim against the Company or any of its subsidiaries or affiliates, waives Employee's ability, if any, to bring any such claim, and releases the Company and all its subsidiaries and affiliates from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Employee shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim; and
- i) unless otherwise provided in the Plan or by the Company in its discretion, the options and the benefits evidenced by this Notice and Agreement do not create any entitlement to have the options or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Common Stock.

3. Exercise Price. The purchase price per share upon the exercise of the option shall be payable: (a) in cash or its equivalent; or (b) at the discretion of the Committee, with previously acquired shares of Stock, or (c) by any other means the Committee shall permit.

4. Termination of Option/Change in Control. Each option granted under the Plan shall terminate upon the first to occur of the following events: (a) the date for expiration set forth on page 1 of this Notice and Agreement; (b) immediately upon the date and time of Employee's termination of Service for a reason other than Employee's Death, Disability or Retirement or following a Change in Control as specified in Section 9 of the Plan, unless the Committee in its sole discretion decides to extend the exercisability of the option to not more than three (3) months from the termination of Service; (c) the vesting of options shall accelerate on the date of Employee's termination of Service by reason of death or Disability and shall remain exercisable for one year; (d) on the date of Employee's termination of Service by reason of Retirement: (i) options that are exercisable upon the termination of Employee's employment shall remain exercisable for one year after the termination of employment and (ii) options that are not exercisable upon the termination of Employee's employment shall continue to vest and shall be exercisable for one year after the vesting date when such options first become exercisable.

Following a Change in Control, the provisions of Section 9 of the Plan shall control the vesting and payment of the Award. In this regard, in the event the option is assumed in a Change in Control, and within 18 months after the effective date of the Change in Control, Employee's employment or service is terminated by the Company without Cause (excluding voluntary resignation, death, Disability or Retirement), then the vesting and exercisability of the option shall be accelerated to the extent provided by Section 9(a)(i)(A) of the Plan. If the option is not assumed in a Change in Control, the vesting and exercisability of the option shall be governed by Section 9(a)(ii)(A) of the Plan.

Notwithstanding the foregoing, in the event that on the last business day of the term of the option, the Fair Market Value of a share of Stock is greater than the exercise price for the option, then the option shall be automatically exercised on such business day without any required action by the Employee, and such automatic exercise shall comply with the terms of this Award Agreement and the Plan.

5. Death of Employee. To the extent exercisable after Employee's death, the option shall be exercised only by Employee's designated beneficiary or beneficiaries. If Employee fails to make an effective beneficiary designation, or if no beneficiary survives Employee, then the option shall be exercised by the administrator or executor of Employee's estate.

6. Exercise of Option. The option may be exercised by the person then entitled to do so as to any shares which may then be purchased by giving written notice of exercise (in the form prescribed by the Company) to the Secretary of the Company, specifying the number of shares to be purchased and accompanied by full payment for the shares (including the amount of any income tax the Company determines is required to be withheld by reason of such exercise), or by such other administrative exercise and payment procedures as may be established by the Company from time to time. If the Company shall be required to withhold any federal, state, local or foreign tax in connection with exercise of the option, it shall be a condition to such exercise that you pay or make provision satisfactory to the Company for payment of all such taxes by such methods permitted by the Company. Notwithstanding any other provision of this Notice and Agreement or the Plan, the Company shall not be obligated to guarantee any particular tax result for Employee with respect to any Award and/or payment provided to Employee hereunder, and Employee shall be responsible for any taxes imposed on Employee with respect to such Award and/or payment. In the event of an automatic exercise at the end of the option period pursuant to Section 4 above, the Employee agrees that the Company shall automatically and mandatorily satisfy any tax withholding obligation of the Company with respect to the option by having shares of Stock withheld to satisfy the applicable withholding tax rate for FICA, federal, state, local and other tax liabilities.

7. Forfeiture of Award. Notwithstanding anything in this Notice and Agreement to the contrary, the Shares represented by this Award may be forfeited in accordance with the provisions of Sections 4, 9 or 16 of this Notice and Agreement or Section 10 of the Plan.

8. No Right to Continued Employment or Future Awards. Employee understands and agrees that this Notice and Agreement does not impact in any way the right of the Company, or any affiliate of the Company employing Employee, to terminate or change the terms of the employment of Employee at any time for any reason whatsoever, with or without cause. Employee understands and agrees that Employee's employment with the Company or an affiliate is on an "at-will" basis only. This Award is a voluntary, discretionary Award being made on a one-time basis and it does not constitute a commitment to make any future Awards. This Award and any related payments made to you will not be considered salary or other compensation for purposes of any severance pay or similar allowance, except as otherwise required by law.

9. Non-competition and Non-solicitation.

9.1 In consideration of the option, Employee agrees and covenants not to:

(a) contribute his or her knowledge, directly or indirectly, in whole or in part, as an employee, officer, owner, manager, advisor, consultant, agent, partner, director, stockholder, volunteer, intern or in any other similar capacity to an entity engaged in the same or similar business as the Company and its affiliates, including those engaged in the retail sale of apparel, swimwear, lingerie, accessories or footwear, during Employee's tenure with the Company and its affiliates and for a period of 12 months following Employee's termination of Service or such longer period of time as may be set forth in any offer letter or other agreement with the parties; or,

(b) directly or indirectly, solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of the Company or its affiliates during Employee's tenure with the Company and its affiliates and for 12 months following Employee's termination of Service.

9.2 In the event of a breach or threatened breach of any of the covenants contained in Section 9.1:

(a) any unvested portion of the option shall be forfeited effective as of the date of such breach, unless sooner terminated by operation of another term or condition of this Notice and Agreement or the Plan; and

(b) Employee hereby consents and agrees that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

10. Notices. Any notice to be given to the Company under the terms of this Notice and Agreement shall be addressed to the Company, Stock Option Administrator, c/o Human Resources, at American Eagle Outfitters, Inc., 77 Hot Metal Street, Pittsburgh, PA 15203, or at such other address as the Company may hereafter designate in writing. Any notice to be given

to Employee shall be addressed to Employee at such address for Employee maintained on the books and records of the Company. All such notices shall be deemed effective upon personal delivery (or electronic delivery to the extent authorized hereunder) or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

11. Non-Transferability of Option. Except as provided below, the option granted and the rights and privileges conferred by this Notice and Agreement and the Plan shall not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment or similar process, other than: (a) by will; (b) by the laws of descent and distribution; or (c) as provided in Section 11(b) of the Plan.

12. Plan Governs. This Notice and Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Notice and Agreement and one or more provisions of the Plan, the provisions of the Plan shall govern.

13. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Notice and Agreement.

14. Governing Law and Venue. The RSU grant and the provisions of this Notice and Agreement are governed by, and subject to, the laws of the State of Delaware, without regard to the conflict of law provisions. For purposes of litigating any dispute that arises under the RSU grant or this Notice and Agreement, the parties hereby submit to and consent to the jurisdiction of the Commonwealth of Pennsylvania, agree that such litigation shall be conducted in the courts of Allegheny County, or the federal courts for the United States for the Western District of Pennsylvania, where this grant is made and/or to be performed.

15. Agreement Severable. In the event that any provision in this Notice and Agreement shall be held invalid, illegal or unenforceable for any reason, such provision shall be severable from, and such invalidity, illegality or unenforceability shall not be construed to have any effect on, the remaining provisions of this Notice and Agreement, and the provisions so held to be invalid, unenforceable or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it enforceable, valid and legal.

16. Clawback. Notwithstanding any provisions of this Notice and Agreement to the contrary, any option granted hereunder will be subject to mandatory forfeiture or repayment by Employee to the Company to the extent Employee is, or in the future becomes, subject to (a) any Company clawback or recoupment policy that is adopted to comply with the requirements of any applicable laws, rules or regulations, or that is otherwise adopted by the Company, or (b) any applicable laws which impose mandatory recoupment, under circumstances set forth in such applicable laws, including as required by the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or other applicable law, regulation or stock exchange listing requirement, as may be in effect from time to time, and which may operate to create additional rights for the Company with respect to Awards and the forfeiture or recovery of amounts relating thereto. In the event of a forfeiture event under an applicable Company clawback policy, any amounts required to be forfeited pursuant to such policy shall be deemed not to have been earned under the terms of the Plan, and the Company shall be entitled to recover from Employee the amount specified under the clawback policy to be forfeited. By accepting this Award, Employee agrees and acknowledges that Employee is obligated to cooperate with, and provide any and all assistance necessary to, the Company to provide for the forfeiture or to recover or recoup this Award or amounts paid under this Award subject to clawback pursuant to such law, government regulation, stock exchange listing requirement or Company policy. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to forfeit, recover or recoup this Award or amounts paid hereunder from Employee's accounts, or pending or future compensation awards that may be made to Employee.

16. Electronic Delivery. The Company may, in its sole discretion, deliver any documents relating to Employee's options and Employee's participation in the Plan, or future Awards that may be granted under the Plan, by electronic means or request your consent to participate in the Plan by electronic means. Employee hereby consents to receive such documents by electronic delivery and, if requested, agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third-party designated by the Company.

17. Compliance with Laws and Regulations; No Stockholder Rights. The issuance of shares of Stock pursuant to Employee's exercise of the option shall be subject to compliance by Employee with all applicable requirements of law relating thereto and with all applicable regulations of any stock exchange on which the Stock may be listed for trading at

the time of such issuance. Neither Employee, nor any person entitled to exercise Employee's rights in the event of Employee's death, shall have any of the rights and/or privileges of a stockholder with respect to shares of Stock subject to the option, until certificates for such shares have been issued upon the exercise of the option.

18. Binding Effect; No Third Party Beneficiaries. This Notice and Agreement shall be binding upon and inure to the benefit of the Company and Employee, and to each of our respective heirs, representatives, successors and permitted assigns. Neither the terms of this Notice and Agreement nor the Plan shall confer any rights or remedies upon any person other than the Company and Employee and to each of our respective heirs, representatives, successor and permitted assigns.

19. Section 409A. This option is intended to be excepted from coverage under Section 409A of the Code ("Section 409A") and shall be administered, interpreted and construed accordingly. The Company may, in its sole discretion and without Employee's consent, modify or amend this Notice and Agreement, impose conditions on the timing and effectiveness of the exercise of the option by Employee, or take any other action it deems necessary or advisable, to cause the option to be excepted from Section 409A (or to comply therewith to the extent the Company determines it is not excepted). Notwithstanding the foregoing, Employee recognizes and acknowledges that Section 409A may impose upon Employee certain taxes or interest charges for which Employee is and shall remain solely responsible.

Notice of Grant of Restricted Stock Units and Restricted Stock Units Award Agreement

American Eagle Outfitters, Inc.
77 Hot Metal Street
Pittsburgh, PA 15203

#EmployeeID# Plan: 2023

#ParticipantName# Product ID:

Effective#GrantDate# (the “Grant Date”), you have been granted an Award of #QuantityGranted# units of restricted stock (the “RSUs”) under the American Eagle Outfitters, Inc. 2023 Stock Award and Incentive Plan (the “Plan”). Each RSU represents the right to receive one share of American Eagle Outfitters, Inc. (the “Company”) common stock, \$0.01 par value per share, at a future point in time. This Award is subject to the terms and conditions contained in this Notice and Agreement, as well as the terms and conditions of the Plan. All capitalized words not defined in this Notice and Agreement have the meanings assigned to them in the Plan.

Unless your employment is terminated or due to a Change in Control, in each case, as provided in Section 4 of the attached Terms and Conditions, the RSUs shall vest over three years in equal annual increments with the first third vesting on the first anniversary of the grant date and with the second two thirds vesting on the second and third anniversary of the grant date (the “Period of Restriction”).

As provided in the Plan and this Notice and Agreement, this Award may terminate before the restrictions lapse. For example, if your employment with the Company ends before the date the restrictions lapse, this Award will terminate and the RSUs awarded shall revert to the Company, except in certain cases as specified in Section 4 of this Notice and Agreement.

By signing below (which includes electronic acceptance), you agree that this Award is governed by this Notice and Agreement, and by the terms and conditions contained in the Plan, as amended from time to time, and incorporated into this Notice and Agreement by reference.

American Eagle Outfitters, Inc.

By: Jay L. Schottenstein

Jay Schottenstein

Date

Employee

Date

TERMS AND CONDITIONS OF RESTRICTED STOCK AWARD

1. Grant of Award. American Eagle Outfitters, Inc. (the “Company”) hereby grants to the employee named on page 1 of this Notice and Agreement (“Employee”) as a separate incentive in connection with Employee’s employment and not in lieu of any salary or other compensation for Employee’s services, an Award of the number of restricted stock units (“RSUs”) of Stock of the Company set forth on page 1 of this Notice and Agreement, which RSUs are granted on the Grant Date, subject to all the terms and conditions in this Notice and Agreement and in the Company’s 2023 Stock Award and Incentive Plan (the “Plan”). Each RSU represents the right to receive one share of Stock at a future point in time.
2. Nature of Grant. In accepting the grant of RSUs, Employee acknowledges, understands and agrees that:
 - a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
 - b) the grant of the RSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;
 - c) all decisions with respect to future RSU or other grants, if any, will be at the sole discretion of the Company;
 - d) Employee is voluntarily participating in the Plan;

- e) the RSUs and the shares of Common Stock underlying the RSUs awarded under the Plan (the “Shares”) are not intended to replace any pension rights or compensation;
- f) the RSUs and the Shares, and the income and value of same, are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;
- g) the future value of the Shares is unknown, indeterminable and cannot be predicted with certainty;
- h) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from the termination of Employee’s Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Employee is employed or the terms of Employee’s employment agreement, if any), and in consideration of the grant of the RSUs to which Employee is otherwise not entitled, Employee irrevocably agrees never to institute any claim against the Company or any of its subsidiaries or affiliates, waives Employee’s ability, if any, to bring any such claim, and releases the Company and all its subsidiaries and affiliates from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Employee shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim; and
- i) unless otherwise provided in the Plan or by the Company in its discretion, the RSUs and the benefits evidenced by this Notice and Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Common Stock.

3. Rights of Employee with Respect to the Restricted Stock Units.

3.1 No Stockholder Rights. The RSUs granted pursuant to this Award do not and shall not entitle Employee to any rights of a stockholder of Stock, including voting rights with respect to shares of Stock underlying RSUs prior to the Company’s issuance of such shares pursuant to Section 3.3. The rights of Employee with respect to the RSUs shall remain forfeitable at all times prior to the date on which such rights become vested and the restrictions with respect to the RSUs lapse.

3.2 Additional Restricted Stock Units. As long as Employee holds RSUs granted pursuant to this Award, the Company shall credit to Employee, on each date that the Company pays a cash dividend to holders of Stock generally, an additional number of RSUs (“Additional RSUs”) equal to the total number of whole RSUs and Additional RSUs previously credited to Employee under this Award multiplied by the dollar amount of the cash dividend paid per share of Stock by the Company on such pay date, divided by the Fair Market Value of a share of Stock on such pay date. Any fractional RSU resulting from such calculation shall be included in the Additional RSUs. A report showing the number of Additional RSUs so credited shall be sent to Employee periodically, as determined by the Company. The Additional RSUs so credited shall be subject to the same terms and conditions as the RSUs to which such Additional RSUs relate and the Additional RSUs shall be forfeited in the event that the RSUs with respect to which such Additional RSUs were credited are forfeited.

3.3 Conversion of Restricted Stock Units; Issuance of Stock. No shares of Stock shall be issued to Employee prior to the date on which the RSUs vest, and the restrictions with respect to the RSUs lapse, as set forth on page 1 of this Notice and Agreement. Neither this Section 3.3 nor any action taken pursuant to or in accordance with this Section 3.3 shall be construed to create a trust of any kind. After any RSUs vest as set forth on page 1 of this Notice and Agreement, the Company shall as soon as administratively practicable (but no later than 30 days thereafter) cause to be issued one share of Stock for each RSU in book-entry form, registered in Employee’s name or in the name of Employee’s legal representatives, beneficiaries or heirs, as the case may be, in payment of such vested whole RSUs and any Additional RSUs. The value of any fractional RSU shall be rounded up to the nearest whole share at the time shares are delivered to Employee in payment of the RSUs and any Additional RSUs.

4. Termination of Service/Change in Control. The RSUs as to which restrictions have not lapsed upon the date and time of Employee’s termination of Service, for a reason other than Employee’s death, Disability or Retirement or following a Change in Control as specified in Section 9 of the Plan, shall terminate and thereupon revert to the Company automatically and without charge to the Company. Such RSUs shall thereafter be available for grant under the Plan.

In the event of a termination of Service as a result of Employee’s death, Disability or Retirement, the Shares shall be vested in full as scheduled subject to proration based on the number of days of Employee’s full-time employment during the three year vesting period.

Following a Change in Control, the provisions of Section 9 of the Plan shall control the vesting and payment of the Award. In this regard, in the event the RSUs are assumed in a Change in Control, and within 18 months after the effective date of the Change in Control, Employee’s employment or service is terminated by the Company without Cause (excluding voluntary resignation, death, Disability, or Retirement), then the vesting and payment of the RSUs shall be accelerated to the extent provided by Section 9(a)(i)(B) of the Plan. If

the RSUs are not assumed in a Change in Control, the vesting and payment of RSUs shall be governed by Section 9(a)(ii)(B) of the Plan.

5. Continuous Employment Required. Subject to the provisions of Section 4 above, restrictions on RSUs shall not lapse and the RSUs shall not vest in accordance with any of the provisions of this Notice and Agreement unless Employee shall have been continuously employed by the Company or by one of its affiliates from the date of the Award until the date such restrictions are deemed to have lapsed.

6. Forfeiture of Award. Notwithstanding anything in this Notice and Agreement to the contrary, the RSUs represented by this Award may be forfeited in accordance with the provisions of Sections 4, 9 or 20 of this Notice and Agreement or Section 10 of the Plan.

7. Withholding Taxes. Notwithstanding anything in this Notice and Agreement to the contrary, no shares of Stock may be issued unless and until Employee shall have delivered to the Company or its designated affiliate, the full amount of any federal, state or local income and other withholding taxes. The Company will automatically withhold from the total number of shares of Stock deliverable to Employee upon the applicable vesting date, the number of shares having a value equal to the minimum statutory tax withholding requirements as determined in accordance with the Plan. In the event of any remaining tax balance, Employee will be required to deliver a check for that amount payable to American Eagle Outfitters, Inc. before the shares of Stock are deposited into Employee's account. Notwithstanding any other provision of this Notice and Agreement to the contrary, the Company shall not be obligated to guarantee any particular tax result for Employee with respect to any payment provided to Employee hereunder, and Employee shall be responsible for any taxes imposed on Employee with respect to any such payment.

8. Beneficiary Designation. If permitted by the Committee, Employee may name a beneficiary or beneficiaries to whom any vested but unpaid Award amount shall be paid in the event of Employee's death. In order to be effective, a beneficiary designation must be made by Employee in a form and manner acceptable to the Company. If Employee fails to make an effective beneficiary designation, or if no such beneficiary survives Employee, then the vested but unpaid benefits remaining at Employee's death shall be paid to Employee's estate.

9. Non-competition and Non-solicitation.

9.1 In consideration of the RSUs, Employee agrees and covenants not to:

- (a) contribute his or her knowledge, directly or indirectly, in whole or in part, as an employee, officer, owner, manager, advisor, consultant, agent, partner, director, stockholder, volunteer, intern or in any other similar capacity to an entity engaged in the same or similar business as the Company and its affiliates, including those engaged in the retail sale of apparel, swimwear, lingerie, accessories or footwear, during Employee's tenure with the Company and its affiliates and for a period of 12 months following Employee's termination of Service or such longer period of time as may be set forth in any offer letter or other agreement between the parties; or,
- (b) directly or indirectly, solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of the Company or its affiliates during Employee's tenure with the Company and its affiliates and for 12 months following the Participant's termination of Service.

9.2 In the event of a breach or threatened breach of any of the covenants contained in Section 9.1:

- (a) any unvested portion of this Award shall be forfeited effective as of the date of such breach, unless sooner terminated by operation of another term or condition of this Notice and Agreement or the Plan; and
- (b) Employee hereby consents and agrees that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

10. Non-transferability of Award. Until the end of the Period of Restriction set forth on page 1 of this Notice and Agreement, the RSUs granted herein and the rights and privileges conferred hereby and the Plan may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated (by operation of law or otherwise) other than: (a) by will; (b) by the laws of descent and distribution; or (c) as provided in Section 11(b) of the Plan.

11. Conditions to Issuance of Shares. The shares of Stock deliverable to Employee may be either previously authorized but unissued shares or issued shares which have been reacquired by the Company. The Company shall not be required to issue any shares of Stock hereunder prior to fulfillment of all of the following conditions: (a) The admission of such shares to listing on all stock exchanges on which such class of Stock is then listed; (b) The completion of any registration or other qualification of such shares under any state or federal law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body, which the Committee shall, in its absolute discretion, deem necessary or advisable; (c) The obtaining of any approval or other clearance from any state or federal governmental agency, which the Committee shall, in its absolute discretion, determine to be

necessary or advisable; and (d) The lapse of such reasonable period of time following the date of grant of the RSUs as the Committee may establish from time to time for reasons of administrative convenience.

12. Plan Governs. This Notice and Agreement is subject to all the terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Notice and Agreement and one or more provisions of the Plan, the provisions of the Plan shall govern.

13. No Right to Continued Employment or Future Awards. Employee understands and agrees that this Notice and Agreement does not impact in any way the right of the Company, or any affiliate of the Company employing Employee, to terminate the employment or change the terms of the employment of Employee at any time for any reason whatsoever, with or without cause. Employee understands and agrees that Employee's employment with the Company or an affiliate is on an "at-will" basis only. The Award is a voluntary, discretionary Award being made on a one-time basis and it does not constitute a commitment to make any future Awards. The Award and any related payments made to you will not be considered salary or other compensation for purposes of any severance pay or similar allowance, except as otherwise required by law.

14. Notices. Any notice to be given to the Company under the terms of this Notice and Agreement shall be addressed to the Company, in care of General Counsel, at American Eagle Outfitters, Inc., 77 Hot Metal Street, Pittsburgh, PA 15203, or at such other address as the Company may hereafter designate in writing. Any notice to be given to Employee shall be addressed to Employee at the address for Employee maintained on the books and records of the Company. All such notices shall be deemed effective upon personal delivery (or electronic delivery to the extent authorized hereunder) or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

15. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Notice and Agreement.

16. Agreement Severable. In the event that any provision in this Notice and Agreement shall be held invalid, illegal or unenforceable, such provision shall be severable from, and such invalidity, illegality or unenforceability shall not be construed to have any effect on, the remaining provisions of this Notice and Agreement, and the provisions so held to be invalid, unenforceable or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it enforceable, valid and legal.

17. Governing Law and Venue. The RSU grant and the provisions of this Notice and Agreement are governed by, and subject to, the laws of the State of Delaware, without regard to the conflict of law provisions. For purposes of litigating any dispute that arises under the RSU grant or this Notice and Agreement, the parties hereby submit to and consent to the jurisdiction of the Commonwealth of Pennsylvania, agree that such litigation shall be conducted in the courts of Allegheny County, or the federal courts for the United States for the Western District of Pennsylvania, where this grant is made and/or to be performed.

18. Unfunded Obligation. The obligations of the Company hereunder will be merely that of an unfunded and unsecured promise of the Company to deliver shares of Stock in the future, and the rights of Employee will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company hereunder.

19. Nature of Grant. Employee acknowledges that (a) the future value of the underlying shares of Stock is unknown and cannot be predicted with certainty and (b) in consideration of the grant of the RSUs, no claim or entitlement to compensation or damages shall arise from termination of the RSUs or diminution in value of the shares received upon settlement including (without limitation) any claim or entitlement resulting from termination of Employee's active employment by the Company or an affiliate (for any reason whatsoever and whether or not in breach of local labor laws), and Employee hereby releases the Company and its affiliates from any such claim that may arise if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting the RSUs and this Notice and Agreement, Employee shall be deemed irrevocably to have waived Employee's entitlement to pursue such claim.

20. Clawback. Notwithstanding any provisions of this Notice and Agreement to the contrary, any RSUs granted hereunder will be subject to mandatory forfeiture or repayment by Employee to the Company to the extent Employee is, or in the future becomes, subject to (a) any Company clawback or recoupment policy that is adopted to comply with the requirements of any applicable laws, rules or regulations, or that is otherwise adopted by the Company, or (b) any applicable laws which impose mandatory recoupment, under circumstances set forth in such applicable laws, including as required by the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or other applicable law, regulation or stock exchange listing requirement, as may be in effect from time to time, and which may operate to create additional rights for the Company with respect to Awards and the forfeiture or recovery of amounts relating thereto. In the event of a forfeiture event under an applicable Company clawback policy, any amounts required to be forfeited pursuant to such policy shall be deemed not to have been earned under the terms of the Plan, and the Company shall be entitled to recover from Employee the amount specified under the clawback policy to be forfeited. By accepting this grant of RSUs, Employee agrees and acknowledges that Employee is obligated to cooperate with, and provide any and all assistance necessary to, the Company to provide for the forfeiture or to recover or recoup this Award or amounts paid under this Award subject to clawback pursuant to such law, government regulation, stock exchange listing requirement or

Company policy or the Plan. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to forfeit, recover or recoup this Award or amounts paid hereunder from Employee's accounts, or pending or future compensation awards that may be made to Employee.

21. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to the RSUs and Employee's participation in the Plan, or future Awards that may be granted under the Plan, by electronic means or request Employee's consent to participate in the Plan by electronic means. Employee hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third-party designated by the Company.

22. Compliance with Laws and Regulations. The issuance of shares of Stock pursuant to this Notice and Agreement shall be subject to compliance by Employee with all applicable requirements of law relating thereto and with all applicable regulations of any stock exchange on which the Stock may be listed for trading at the time of such issuance.

23. Binding Effect; No Third Party Beneficiaries. This Notice and Agreement shall be binding upon and inure to the benefit of the Company and Employee and their respective heirs, representatives, successors and permitted assigns. This Notice and Agreement shall not confer any rights or remedies upon any person other than the Company and Employee and their respective heirs, representatives, successors and permitted assigns.

24. Compliance with Section 409A of the Code. The Award covered by this Notice and Agreement is intended to be excepted from coverage under, or compliant with, the provisions of Section 409A of the Code, and the regulations and other guidance promulgated thereunder ("409A"). Notwithstanding the foregoing or any other provision of this Notice and Agreement or the Plan to the contrary, if the Award is subject to the provisions of 409A (and not exempted therefrom), the provisions of this Notice and Agreement and the Plan shall be administered, interpreted and construed in a manner necessary to comply with 409A (or disregarded to the extent such provision cannot be so administered, interpreted or construed). If any payments or benefits hereunder may be deemed to constitute nonconforming deferred compensation subject to taxation under the provisions of 409A, Employee agrees that the Company may, without the consent of Employee, modify this Notice and Agreement to the extent and in the manner the Company deems necessary or advisable or take such other action or actions, including an amendment or action with retroactive effect, that the Company deems appropriate in order either to preclude any such payment or benefit from being deemed "deferred compensation" within the meaning of 409A or to provide such payments or benefits in a manner that complies with the provisions of 409A such that they will not be subject to the imposition of taxes and/or interest thereunder. If, at the time of Employee's separation from service (within the meaning of 409A), (a) Employee shall be a specified employee (within the meaning of 409A and using the identification methodology selected by the Company from time to time) and (b) the Company shall make a good faith determination that an amount payable hereunder constitutes deferred compensation (within the meaning of 409A) the settlement of which is required to be delayed pursuant to the six-month delay rule set forth in 409A in order to avoid taxes or penalties under 409A, then the Company shall not settle such amount on the otherwise scheduled settlement date but shall instead settle it, without interest, on the first business day of the month after such six-month period. Notwithstanding the foregoing, the Company makes no representations and/or warranties with respect to compliance with 409A, and Employee recognizes and acknowledges that 409A could potentially impose upon Employee certain taxes and/or interest charges for which Employee is and shall remain solely responsible.



AEO Policy on Insider Trading

I. Introduction

American Eagle Outfitters, Inc. (“AEO,” “we,” “us,” “our,” or the “Company”) is a public company (also known as a “publicly traded company”). That means that through the free trade of shares of stock on the New York Stock Exchange (“NYSE”), AEO has stockholders, each of whom has a claim to part of the Company’s assets and profits depending on the number of shares of stock they own.

As a result of being a publicly traded company, there is heightened scrutiny of how our associates, executives, directors, and partners act in relation to trading securities and how they treat material non-public information (as defined below). Under existing law, both you and the Company can be held responsible, both civilly and criminally, for violations of applicable laws regarding trading in AEO or other securities, or the improper disclosure of material non-public information that can affect publicly traded securities. It is important that you understand the breadth of activities that constitute illegal insider trading and the consequences, which can be serious. The U.S. Department of Justice (“DOJ”), U.S. Securities and Exchange Commission (“SEC”), Financial Industry Regulatory Authority (“FINRA”), and the NYSE investigate and are very effective at detecting insider trading. Ignorance of the law is no excuse, and even inadvertent violations can result in significant financial and reputational harm to both you and AEO. Additionally, there are no exceptions for small or “immaterial” transactions. Insider trading cases have been successfully prosecuted against individuals as a result of trading only a small number of shares. Therefore, we have this policy on insider trading (this “Policy”) in place to help you understand your obligations so you can make choices that both comply with the law and minimize the risk to both you and AEO. When in doubt, reach out to AEO’s General Counsel, Corporate Secretary, or your HR Business Partner. You also should always consult an appropriate, trusted financial advisor before making financial decisions, but keep in mind that although something might be legal by the letter of the law, it might violate this Policy.

There are no exceptions to this Policy, even for situations that may seem necessary or justifiable (such as the need to raise money for an emergency expenditure) or small transactions. If material non-public information is inadvertently disclosed – no matter what the circumstances – the person making or discovering that disclosure should immediately report the disclosure to AEO’s General Counsel, Chief Financial Officer, Internal Audit, or to the Compliance team.

II. Scope of Policy: Who is Subject to and Must Read and Understand this Policy

This Policy applies to all associates, officers, directors, and individuals working on behalf of AEO (e.g., consultants and independent contractors) or any of its subsidiaries or affiliates (collectively, “Covered Persons,” “you,” or “your”). This Policy also applies to anyone who resides with you or lives in your household, and any family members who do not live with you, but whose transactions in AEO securities are directed by, or are subject to, your influence or control, such as parents, spouse/partner, or children (collectively, “Family Members”); and (ii) entities controlled by you (“Related Entities”). Any trade made at your direction or with your involvement or by your Family Member or through a Related Entity will be treated as if they were trades made by you.

III. Key Definitions

A. Compliance Officer.

AEO has designated its Corporate Secretary as the individual responsible for ensuring compliance with this Policy (the "Compliance Officer"). The duties of the Compliance Officer include:

- Administering this Policy and monitoring and enforcing compliance with all Policy provisions and procedures.
- Responding to all inquiries relating to this Policy.
- Reviewing and, after discussing with the General Counsel, either approving or denying all proposed trades by Section 16 Persons.
- After discussing with the General Counsel, designating and announcing trading blackout periods.
- Providing copies of this Policy and other appropriate materials to all new Section 16 Persons.
- Administering and monitoring compliance with all federal and state insider trading laws and regulations.
- Assisting in the preparation and filing of all required SEC reports, including Section 16 Reports, relating to insider trading in AEO securities.

B. Material Non-Public Information.

During the course of your tenure with AEO, you may receive important and non-public information that relates to AEO's business, concerns other publicly traded companies with which the Company has business dealings, or otherwise might have an effect on securities prices ("material non-public information"). Because of your access to this material non-public information, you may be in a position to profit financially by buying or selling, or in some other way dealing, in AEO securities, or securities of another publicly traded company, or disclosing such information to a third party who does so profit (a "tippee").

As a practical matter, it is sometimes difficult to determine whether you possess "inside" or material non-public information. Whether information was material or non-public will only be judged in hindsight, and such information can be material whether it is positive or negative. If you possess material non-public information, you may not trade in a company's securities, advise anyone else to do so, or communicate the information to anyone else until you know that the information has been publicly disseminated. This means that in some circumstances, you may have to forgo a proposed transaction in a company's securities even if you planned to execute the transaction prior to learning of the material non-public information and even though you believe you may suffer an economic loss or sacrifice an anticipated profit by waiting to trade.

If you have any doubt whether information is material or non-public, consult with the General Counsel or Corporate Secretary before taking any action, or communicating that information with a third party.

1. When is information "material"?

Information is generally regarded as "material" if it has market significance. That is, is it the type of information that:

- A reasonable investor would likely consider important in deciding whether to buy, sell, or hold a company's securities; or
- Might affect the market or price for a company's securities.

If the information makes you want to trade, it would probably have the same effect on others. Remember, both positive and negative information can be material.

2. When is information "non-public"?

“Non-public” information is any information that has not been disclosed broadly to the marketplace and which the investing public has not yet had time to absorb and evaluate. The fact that information has been disclosed to a few members of the public does not make it public for insider trading purposes. To be “public,” the information must have been disseminated in a way designed to reach investors generally (such as through a press release or a filing with the SEC), and the investors must be given time to absorb the information. Generally, information will be considered publicly disseminated after two full trading days have elapsed since the date of public disclosure of the information. For example, if the Company announces material non-public information prior to the market opening on a Wednesday, then you may execute a transaction in AEO securities after the market opens on Friday.

3. Examples of material non-public information.

While it is not possible to provide a complete list, some examples of information that likely will be material if not public include:

- Information about upcoming earnings or losses, financial results, reports, projections, or guidance (or confirmation of their continued accuracy);
- News of a proposed merger, acquisition, or sale of assets;
- Changes in dividend policy or declarations of dividends or stock splits;
- Pending public or private sales of debt or equity securities;
- Calls, redemptions, or purchases of a company’s securities;
- Changes in prices or demand for AEO’s products, or changes in the cost of producing, transporting, or selling our products;
- Significant new products or other changes in operations;
- Major discoveries or significant changes or developments in products or product lines or technologies;
- Gain or loss of a substantial supplier, vendor, or partner;
- Changes in senior management;
- Strategic plans;
- Impending bankruptcy;
- Significant litigation or governmental investigation or other governmental action;
- A significant cybersecurity incident that has not yet been made public;
- Substantial changes in accounting methods;
- Debt service or liquidity problems; or
- Non-public information that you receive as a result of your work for/with AEO, whether specific to AEO or not, that you believe could reasonably affect the market for, or price of, securities for other public companies (e.g., competitors, peer companies, vendor companies).

C. Section 16 Persons.

“Section 16 Persons” include members of the Company’s Board of Directors (the “Board”), Covered Persons designated as “officers” pursuant to Section 16 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) by the Board, and Family Members and Related Entities of the foregoing persons.

D. Securities and Transactions in Securities.

“Securities” includes common stock, options to purchase common stock, debt securities, preferred stock,

and derivative securities such as put and call options, warrants, swaps, caps, and collars. "Transactions in securities" include purchases, sales, pledges, hedges, loans, and gifts of securities, as well as other direct or indirect transfers of securities.

E. 10b5-1 Plans.

Rule 10b5-1 of the Exchange Act permits corporate insiders to establish written trading plans (commonly referred to as "10b5-1 plans") that can be useful in enabling insiders to plan ahead without fear that they might become exposed to material non-public information that will prevent them from trading. Purchases or sales of AEO securities made pursuant to, and in compliance with, a 10b5-1 plan may be made without restriction to any particular period and are not subject to the pre-clearance requirements discussed below, provided that (i) the 10b5-1 plan was established in good faith, in compliance with the requirements of Rule 10b5-1, and at a time when such individual was not in possession of material non-public information about the Company and the Company had not imposed any trading blackout period, (ii) the 10b5-1 plan was reviewed and approved by the Company's Corporate Secretary prior to establishment, (iii) the 10b5-1 plan allows for the cancellation of a transaction and/or suspension of such 10b5-1 plan upon notice and request by the Company to the individual if any proposed trade (a) fails to comply with applicable laws (e.g., exceeding the number of shares that may be sold under Rule 144) or (b) would create material adverse consequences for the Company, and (iv) no trades are made within 30 days of the date of establishment of the 10b5-1 plan (90 days for Section 16 Persons). The Company must be notified of the establishment of any such 10b5-1 plan, any amendments to such 10b5-1 plan, and the termination of such 10b5-1 plan. With respect to the pre-approval of the 10b5-1 plan requirement, you should allow at least five business days for the Corporate Secretary's approval. One of the factors that the Corporate Secretary may consider in determining whether to approve a 10b5-1 plan is compliance with AEO's applicable minimum stock ownership guidelines. For more information about how to establish a 10b5-1 plan, please contact the Corporate Secretary. AEO reserves the right to disapprove any submitted 10b5-1 plan.

IV. Prohibitions Applicable to All Covered Persons Under this Policy

A. No trading in AEO securities while aware of material non-public information.

Unless you have an approved 10b5-1 plan that was entered in good faith and without the benefit of material non-public information, you are prohibited from engaging in any transaction in AEO securities while aware of material non-public information about AEO. It makes no difference whether or not you relied upon or used material non-public information in deciding to trade – if you are aware of material non-public information about AEO, the prohibition applies. You should avoid even the appearance of an improper transaction to preserve AEO's and your own reputation for adhering to the highest ethical standards of conduct.

This prohibition covers virtually all transactions in AEO securities. Certain of these transactions are addressed in more detail below and may not be permitted under this Policy. This prohibition extends to trades of AEO securities in which you have any "beneficial" or other interest, or over which you exercise investment control, including:

- transactions in AEO securities held in joint accounts or accounts of persons or entities controlled directly or indirectly by you;
 - transactions in AEO securities by your Family Members;
 - transactions in AEO securities by your Related Entities;
 - transactions in AEO securities for which you act as trustee, executor, or custodian; and
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- transactions in any other account or investment involving in any way any AEO securities over which you exercise any direct or indirect control.

B. No trading during blackout periods.

Announcement of AEO's quarterly financial results almost always has the potential to have a material effect on the market for AEO securities. Therefore, to avoid even the appearance of trading on the basis of material non-public information, and to assist compliance with insider trading laws, AEO has created blackout periods during which Covered Persons may not trade in AEO securities. If a blackout period exists, you may not trade in any AEO securities, except pursuant to a 10b5-1 plan, until notified that the blackout has ended. The trading calendar will be published annually, with quarterly updates sent via AEO Communication and reminders on opening/closing to all Covered Persons. When in doubt, do not hesitate to contact the Corporate Secretary.

In addition, from time to time, AEO may decide to impose an event-specific trading blackout for all Covered Persons or for those who are aware of particular information that AEO determines may be considered material non-public information. This kind of special trading blackout may be imposed in connection with a potential acquisition, a financial analyst conference, an anticipated positive or negative earnings surprise, or other material development. The General Counsel and Corporate Secretary will determine whether an event-specific blackout should be imposed. The existence of an event-specific blackout will not be generally announced. If you are covered by the event-specific blackout, you will be notified by the Corporate Secretary. Any person made aware of an event-specific blackout should not disclose the existence of the event-specific blackout to anyone else, including other AEO employees, unless permitted by the Corporate Secretary. It is important to note that existence of an event-specific blackout or the fact that a blackout has ended early or has been extended should be considered material non-public information.

C. No trading in securities of other companies while aware of material non-public information.

AEO may engage in business transactions with companies whose securities are also publicly traded companies. These transactions may include, among other things, mergers, acquisitions, divestitures, or renewal or termination of significant contracts or other arrangements. Information learned in connection with these transactions or relationships, or by virtue of material non-public information obtained in connection with your employment by or service to AEO, may constitute material non-public information about the other company. You are prohibited from trading in the securities of these other companies while aware of material non-public information about such companies and from communicating that material non-public information to any other person for such use just as you would if the information were material non-public information of AEO.

D. No "tipping" of material non-public information.

You may not directly or indirectly pass or "tip" material non-public information about AEO or any other company on to others or otherwise make unauthorized disclosure or use of this information, regardless of whether you profit or intend to profit by disclosure. Tipping also violates the securities laws and can result in the same civil and criminal penalties that apply to insider trading, even though you did not trade and did not gain any benefit from another's trading.

You should treat all material non-public information with caution, and not share that information, including within AEO, except on a need-to-know basis. Individuals have been subjected to civil and criminal investigations, and penalties including termination, for inadvertently and unintentionally disclosing material non-public information to others who have traded on that information. Even inadvertent disclosure can pose risks to you and the Company. All material non-public information should be closely safeguarded, and treated in accordance with the Company's policies and procedures surrounding privacy and security.

E. Frequent trading of AEO securities is strongly discouraged.

Frequent trading of AEO securities can create an appearance of wrongdoing even if the decision to trade was based solely on public information, such as stock price ranges and other market events. You are strongly discouraged from trading in AEO securities for short-term trading profits. Daily or frequent trading, which can be time-consuming and distracting, is strongly discouraged.

F. No short sales of AEO securities.

You may not engage in short sales of AEO securities (sales of securities that are not then owned by the seller), including “sales against the box” (short sales not exceeding the number of shares already owned). Generally, short sales are transactions from which a person will benefit from a decline in the price of the securities, and AEO believes it is inappropriate for Covered Persons to engage in these transactions with respect to AEO securities. In addition, Section 16(c) of the Exchange Act prohibits officers and directors from engaging in short sales. Short sales arising from certain types of hedging transactions are governed by the paragraph below captioned “No hedging transactions.”

G. No trading in derivatives of AEO securities.

You may not trade in derivatives of an AEO security, such as exchange-traded put or call options and forward transactions – essentially, entering into an agreement for the right to buy or sell AEO securities except pursuant to a limited diversification or estate planning strategy approved by the General Counsel or the General Counsel’s designee. Any such strategy must comply with this Policy.

H. No hedging transactions.

Certain forms of hedging or monetization transactions may offset a decrease, or limit your ability to profit from an increase, in the value of AEO securities you hold, enabling you to continue to own AEO securities without the full risks and rewards of ownership. AEO believes that such transactions separate the holder’s interests from those of other stockholders. Therefore, you and any person acting on your behalf are prohibited from purchasing any financial instruments (such as prepaid variable forward contracts, equity swaps, collars, or exchange funds) or otherwise engaging in any transactions that hedge or offset any decrease in the market value of AEO securities or limit your ability to profit from an increase in the market value of AEO securities.

I. No margin accounts or pledges.

Securities held in a margin account or pledged as collateral for a loan may be sold without your consent by the broker if you fail to meet a margin call or by the lender in

foreclosure if you default on the loan. Because a margin or foreclosure sale may occur at a time when you are aware of material non-public information or otherwise are not permitted to trade in AEO securities, you are prohibited from holding AEO securities in a margin account or directly or indirectly pledging, hypothecating, or otherwise encumbering AEO securities as collateral for indebtedness. This prohibition applies to AEO securities that (i) you own directly or indirectly or (ii) are granted by the Company as part of your compensation.

J. Limited use of standing orders.

Standing orders should be used only for three business days. A standing order placed with a broker to sell or purchase stock at a specified price leaves you with no control over the timing of the transaction. A standing order transaction executed by the broker when you are aware of material non-public information or are otherwise not permitted to trade in AEO securities may result in unlawful insider trading and/or a violation of this Policy. Notwithstanding the foregoing, a standing order incorporated into a 10b5-1 plan approved by AEO is permitted.

K. No trading on rumors.

Rumors within AEO concerning matters which, if true, would be material non-public information are deemed to constitute material non-public information for purposes of this Policy. Accordingly, you should not trade on the basis of these rumors.

- L. Participation in electronic bulletin boards, chat rooms, blogs, or websites must be consistent with this Policy.

Any written or verbal statement that would be prohibited under the law or under this Policy is equally prohibited if made on electronic bulletin boards, chat rooms, blogs, websites, or any other form of social media, including the disclosure of material non-public information about AEO or material non-public information with respect to other companies that you come into possession of in connection with your tenure with AEO. You are prohibited from making public statements about AEO, including truthful statements, that are calculated or reasonably likely to affect the price of AEO or other securities, unless specifically authorized to do so by AEO.

- M. Public disclosures should be made only by designated persons.

No individuals other than specifically authorized personnel should release material information to the public or respond to inquiries from the media, analysts, investors, or others outside of AEO. You should not respond to these inquiries unless expressly authorized to do so and should refer any inquiries to the General Counsel or the Senior Vice President of Corporate Communications and Investor Relations.

- N. Post-employment transactions may be prohibited.

This Policy applies even after your termination of employment or service with AEO. If you are aware of material non-public information about AEO when your employment or other business relationship with AEO ends, you may not trade in AEO securities or disclose the material non-public information to anyone else until that information is made public or becomes no longer material.

- O. Limited Exceptions to Prohibitions.

1. **Stock Option Exercises.** The foregoing prohibitions do not apply to the exercise of stock options issued under AEO equity plans if the exercise price is paid in cash or through AEO withholding a portion of the shares underlying the options. Similarly, AEO may withhold underlying shares to satisfy tax withholding requirements. The foregoing prohibitions do apply, however, to the subsequent sales of AEO securities acquired upon the exercise of options (including sales of stock in a broker-assisted cashless exercises of options), as well as to any other market sales for the purpose of generating the cash needed to cover the costs of exercise.
2. **Vesting of Restricted Stock or Settlement of Performance Stock Units.** The foregoing prohibitions do not apply to the automatic deduction of AEO securities by AEO from your restricted stock or performance stock unit account to satisfy the minimum statutory tax withholding liability upon the vesting of restricted stock or settlement of performance stock units. The foregoing prohibitions do apply, however, to any open market sale of vested shares, including to satisfy tax liabilities.
3. **10b5-1 Plans.** The foregoing prohibitions do not apply to trades made pursuant to a valid 10b5-1 plan approved by AEO as described in the "Definitions" section above.
4. **ESPP.** The foregoing prohibitions do not apply to purchasing AEO stock through periodic, automatic payroll contributions to the Company's Employee Stock Purchase Plan ("ESPP"). The foregoing prohibitions do apply, however, to electing to enroll in the ESPP, making any changes in your elections under the ESPP, and selling any AEO securities acquired under the ESPP.
5. **Bona Fide Gifts.** Bona fide gifts of AEO securities are not subject to this Policy unless the person making the gift has reason to believe that the recipient intends to sell the securities at a time when the person making the gift (or a Family Member or Related Entity) would be prohibited from doing so. If an individual owns shares of a mutual fund that invests in AEO securities, there are no restrictions on trading the shares of the mutual fund at any time.

- V. Additional Requirements Applicable to Section 16 Persons
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A. Section 16 Persons must pre-clear transactions.

Section 16 Persons must obtain pre-clearance by AEO's General Counsel or Corporate Secretary (each an "Approving Person") before engaging in any transaction involving AEO securities, including, but not limited to, purchases, sales, and gifts. Those Section 16 Persons who are required to obtain pre-clearance will be notified from time to time by the General Counsel or Corporate Secretary of the applicable pre-clearance or other procedures applicable to them. Each Approving Person should consult with the other Approving Person, or his or her designee, prior to granting pre-clearance for trades. Neither Approving Person may engage in a transaction in AEO securities unless the other Approving Person has pre-cleared the transaction.

The Approving Persons are under no obligation to approve a transaction submitted for pre-clearance and may determine not to permit a transaction, even if it would not violate the federal securities laws or a specific provision of this Policy. In certain circumstances, other Covered Persons may be asked to pre-clear with an Approving Person all proposed transactions before initiating them. The fact that a particular intended trade has been denied pre-clearance should be treated as material non-public information and should not be disclosed to any person unless authorized by the Approving Person.

Under no circumstance may a person trade while aware of material non-public information about AEO, even if pre-cleared. Thus, if you become aware of material non-public information after receiving pre-clearance, but before the trade has been executed, you must not effect the pre-cleared transaction.

AEO's approval of any particular transaction under this pre-clearance procedure does not insulate any Section 16 Person from liability under the securities laws. Under the law, the ultimate responsibility for determining whether an individual is aware of material non-public information about AEO rests with that individual in all cases.

B. Section 16 Persons must facilitate the timely filing of Section 16 Reports.

Under Section 16(a) of the Exchange Act, Section 16 Persons are required to file reports with the SEC that disclose such individual's trading and other transactions relating to AEO securities ("Section 16 Reports"). The Compliance Officer will assist Section 16 Persons in preparing and filing the required Section 16 Reports; however, such reporting persons retain responsibility for the Section 16 Reports. To ensure compliance with all reporting requirements, a Section 16 Person, on the date of any trade, must provide the Compliance Officer with all information relating to the trade that is necessary to properly prepare a Form 4 or other Section 16 Report. A Section 16 Person must also execute a Form 4 or other Section 16 Report (either individually or through a duly-authorized power of attorney) within a sufficient amount of time to allow the Compliance Officer to electronically file the Form 4 or other Section 16 Report with the SEC via EDGAR before the end of the second business day following the trade.

C. Section 16 Persons are subject to Section 16(b) short-swing liability.

Section 16(b) of the Exchange Act imposes liability on Section 16 Persons for any profit derived by them as a result of a purchase and sale of AEO securities occurring within any six-month period, whether or not the trading was actually based on material non-public information. Any excess of the sale price over the purchase price is considered to be "profit" and is recoverable by AEO. It does not matter whether the purchase or sale occurred first, and it is not necessary for the same securities to be involved in each of the matched transactions. Transactions are paired so as to extract the maximum profit by matching the lowest purchase price with the highest sale price within a six-month period. Losses of any kind, including those for taxes paid, cannot be offset.

D. Certain Covered Persons may be required to file a Form 144.

Certain Covered Persons are required to file a Form 144 before making an open market sale of AEO securities. A Form 144 notifies the SEC of the insider's intent to sell AEO securities. This form is generally prepared and filed by the Covered Person's broker and is in addition to the Section 16 Reports filed on the Covered Person's behalf by the Compliance Officer.

VI. Responsibilities

The day-to-day administration of this Policy will be carried out by the Compliance Officer or their designee.

All Covered Persons must keep certain information concerning the operation of this Policy in confidence, since knowledge of certain decisions or information could itself constitute material non-public information.

This Policy will be reviewed at least every two years by the Compliance Officer and approved by the General Counsel. AEO reserves the right to amend and interpret this Policy as it deems necessary.

VII. Accountability and Consequences for Failure to Comply

A. Civil and Criminal Penalties.

Anyone who effects transactions in AEO securities or the stock of other publicly traded companies engaged in business transactions with AEO (or provides information to enable others to do so) on the basis of material non-public information is subject to both civil liability and criminal penalties. Penalties for insider trading can be severe for both you and the Company. Under securities laws, the Company and its directors, officers, or supervising employees may be liable for significant penalties if they do not take appropriate action to prevent a person directly or indirectly under their control from trading in securities while in possession of material non-public information – or if they recklessly disregard the likelihood that such trading would take place.

Failure to comply with this Policy could result in:

- Forfeiture of trading gains made or losses avoided, as well as civil penalties of up to three times the trading gains made or losses avoided.
- Criminal fines of up to \$5 million or twice the gross gain or loss from the offense.
- Imprisonment for up to 25 years.
- Injunctions against future violations.
- Bans from serving as an officer or director of a public company.
- Private party damages.

B. Company Discipline.

Abiding by this Policy is a condition of your employment with and/or provision of service to the Company. Any failure to follow this Policy, including failure to cooperate with an investigation, will result in disciplinary action, which may include termination of employment and/or provision of service for a first offense.

C. Reporting Violation.

Any Covered Person who violates this Policy or any federal or state law governing insider trading or tipping, or knows of any such violation by any other Covered Person, must report the violation immediately to the General Counsel, Chief Financial Officer, Internal Audit, or to the Compliance Team (Compliance@ae.com). Upon determining that any such violation has occurred, the General Counsel, in consultation with the Chief Financial Officer, will determine whether the Company should release any material non-public information and, when required by applicable law, shall cause the Company to report the violation to the SEC or other appropriate governmental authority.

Subsidiaries

American Eagle Outfitters, Inc., a Delaware Corporation, has the following wholly owned subsidiaries:

AE Admin Services Co LLC, a Ohio Limited Liability Company
AE Corporate Services Co., a Delaware Corporation
AE Direct Co. LLC, a Delaware Limited Liability Company
AE Holdings Co., a Delaware Corporation
AE North Holdings Co, a Canadian (Nova Scotia) Unlimited Liability Company
AE Outfitters Retail Co., a Delaware Corporation
AE Retail West LLC, a Delaware Limited Liability Company
AEO Asia Trading, a People's Republic of China Trust
AEO International Corp., a Delaware Corporation
AEO International Holdings LLC, a Delaware Limited Liability Company
AEO International Trading Corp., a Cayman Islands Exempted Company
AEO Israeli Services Co, a Delaware Corporation
AEO Management Co., a Delaware Corporation
AEO PR Holding, a Cayman Islands Exempted Company
American Eagle CDN Hold Co., a Delaware Corporation
American Eagle Mexico Imports, S. de R.L. de C.V., a Mexican Limited Liability Company
American Eagle Mexico Retail, S. de R.L. de C.V., a Mexican Limited Liability Company
American Eagle Outfitters Asia Limited, a Hong Kong Limited Liability Company
American Eagle Outfitters Canada Corporation, a Canadian (Nova Scotia) Unlimited Liability Company
Blue Heart Enterprises LLC, a Delaware Limited Liability Company
Blue Star Imports, L.P., a Pennsylvania Limited Partnership
Retail Distribution East LLC, a Delaware Limited Liability Company
Retail Distribution West LLC, a Delaware Limited Liability Company
Retail Royalty Company, a Nevada Corporation
The Original Real Co., a Delaware Corporation
Todd Snyder, Inc., an Iowa Corporation
Quiet Logistics, Inc., a Delaware Corporation
Quiet Strategic Investments, LLC, a Delaware Limited Liability Company
Quiet Platforms, Inc., a Delaware Corporation

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-8 No. 333-03278) pertaining to the Employee Stock Purchase Plan of American Eagle Outfitters, Inc.,
- (2) Registration Statements (Form S-8 Nos. 333-126278 and 333-161661) pertaining to the 2005 Stock Award and Incentive Plan of American Eagle Outfitters, Inc.,
- (3) Registration Statement (Form S-8 No. 333-197050) pertaining to the 2014 Stock Award and Incentive Plan of American Eagle Outfitters, Inc.,
- (4) Registration Statement (Form S-8 No. 333-218194) pertaining to the 2017 Stock Award and Incentive Plan of American Eagle Outfitters, Inc.,
- (5) Registration Statement (Form S-8 No. 333-238942) pertaining to the 2020 Stock Award and Incentive Plan of American Eagle Outfitters, Inc., and
- (6) Registration Statement (Form S-8 No. 333-273076) pertaining to the 2023 Stock Award and Incentive Plan of American Eagle Outfitters, Inc.;

of our reports dated March 20, 2025, with respect to the consolidated financial statements of American Eagle Outfitters, Inc. and the effectiveness of internal control over financial reporting of American Eagle Outfitters, Inc. included in this Annual Report (Form 10-K) of American Eagle Outfitters, Inc. for the year ended February 1, 2025.

/s/ Ernst & Young LLP

Pittsburgh, Pennsylvania
March 20, 2025

Power of Attorney

Each director and/or officer of American Eagle Outfitters, Inc. (the "Corporation") whose signature appears below hereby appoints Beth Henke or Michael A. Mathias as his or her attorneys or either of them individually as his or her attorney, to sign, in his or her name and behalf and in any and all capacities stated below, and to cause to be filed with the Securities and Exchange Commission (the "Commission"), the Corporation's Annual Report on Form 10-K (the "Form 10-K") for the year ended February 1, 2025, and likewise to sign and file with the Commission any and all amendments to the Form 10-K, and the Corporation hereby appoints such persons as its attorneys-in-fact and each of them as its attorney-in-fact with like authority to sign and file the Form 10-K and any amendments thereto granting to each such attorney-in-fact full power of substitution and revocation, and hereby ratifying all that any such attorney-in-fact or his substitute may do by virtue hereof.

IN WITNESS WHEREOF, we have hereunto set our hands as of March 20, 2025.

Signature

Title

/s/ Jay L. Schottenstein
Jay L. Schottenstein

Chief Executive Officer,
Chairman of the Board of Directors and Director
(Principal Executive Officer)

/s/ Michael A. Mathias
Michael A. Mathias

Executive Vice President, Chief Financial Officer
(Principal Financial Officer)

/s/ James H. Keefer
James H. Keefer

Senior Vice President, Chief Accounting Officer
(Principal Accounting Officer)

/s/ Sujatha Chandrasekaran
Sujatha Chandrasekaran

Director

/s/ Deborah A. Henretta
Deborah A. Henretta

Director

/s/ Cary D. McMillan
Cary D. McMillan

Director

/s/ Janice E. Page
Janice E. Page

Director

/s/ Stephanie L. Pugliese
Stephanie L. Pugliese

Director

/s/ David M. Sable
David M. Sable

Director

/s/ Noel J. Spiegel
Noel J. Spiegel

Director

CERTIFICATIONS

I, Jay L. Schottenstein, certify that:

1. I have reviewed this Annual Report on Form 10-K of American Eagle Outfitters, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Jay L. Schottenstein
Jay L. Schottenstein
Chief Executive Officer
(Principal Executive Officer)

March 20, 2025

CERTIFICATIONS

I, Michael A. Mathias, certify that:

1. I have reviewed this Annual Report on Form 10-K of American Eagle Outfitters, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Michael A. Mathias
Michael A. Mathias
Chief Financial Officer
(Principal Financial Officer)

March 20, 2025

**Certification Pursuant to 18 U.S.C. Section 1350,
as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of American Eagle Outfitters, Inc. (the "Company") on Form 10-K for the period ended February 1, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jay L. Schottenstein, Principal Executive Officer of the Company, certify to the best of my knowledge, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

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

/s/ Jay L. Schottenstein

Jay L. Schottenstein
Chief Executive Officer
(Principal Executive Officer)

March 20, 2025

**Certification Pursuant to 18 U.S.C. Section 1350,
as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of American Eagle Outfitters, Inc. (the "Company") on Form 10-K for the period ended February 1, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael A. Mathias, Principal Financial Officer of the Company, certify to the best of my knowledge, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

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

/s/ Michael A. Mathias

Michael A. Mathias
Chief Financial Officer
(Principal Financial Officer)

March 20, 2025
