

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

**FORM 8-K  
CURRENT REPORT**

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

Date of Report (Date of earliest event reported): **July 24, 2024**

**Skillsoft Corp.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other  
jurisdiction of  
incorporation)

**001-38960**  
(Commission File  
Number)

**83-4388331**  
(I.R.S. Employer  
Identification No.)

**7887 E. Belleview Ave, Suite 600  
Greenwood Village, CO 80111**  
(Address of principal executive offices)

**(603) 821-3902**  
Registrant's telephone number, including area code

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

| Title of each class                                | Trading<br>Symbol | Name of each exchange on which<br>registered |
|--|-------------------|--|
| Class A common stock, \$0.0001 par value per share | SKIL              | New York Stock Exchange                      |

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

Emerging growth company

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

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

Skillsoft Corp. (the “Company”) approved a discretionary retention cash payment in the amount of \$200,000 to Apratim Purakayastha, the Company’s General Manger, Talent Development Solutions. This retention payment is made pursuant to, and subject to the terms of, a Transition Award Agreement entered into by the Company and Mr. Purakayastha on July 24, 2024, a form of which is filed hereto as Exhibit 10.1.

The foregoing description of the retention payment does not purport to be complete and is qualified in its entirety by reference to the form of Transition Award Agreement, filed hereto as Exhibit 10.1.

**Item 9.01. Financial Statement and Exhibits.**

(d) Exhibits

| <b>Exhibit No.</b> | <b>Description</b>   |
|--------------------|--|
| 10.1               | <a href="#">Form of Transition Award Agreement</a>                           |
| 104                | Cover Page Interactive Data File (embedded within the Inline XBRL document). |

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**SIGNATURE**

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

Dated: July 26, 2024

SKILLSOFT CORP.

By: /s/ Richard George Walker  
Richard George Walker  
Chief Financial Officer



**To:** Apratim Purakayastha  
**Subject:** Transition Award  
**Date:** July 24, 2024

In recognition of your valued contributions, we are pleased to offer you a special transition award as detailed below. This award is in addition to, and does not impact, your participation in any other compensation programs for which you are currently eligible, and is subject to your acceptance of the following terms and conditions:

1. You will be eligible to receive a one-time award in the gross amount of \$200,000. This award will be paid in the next applicable pay period and will be subject to normal statutory withholdings and authorized deductions.
2. Because the award is also intended to incent you to remain in the Company's employ, you are required to repay such sums to the Company, should you voluntarily end employment or be terminated by the Company for Cause prior to August 1, 2025.
3. In light of the unique nature of this award opportunity, you agree to keep the nature of this agreement and award opportunity strictly confidential and to not disclose the terms of this award opportunity with anyone other than your manager, Human Resources, members of your immediate family, financial/legal advisers, or if such disclosure is required by law.
4. This document details the entire agreement and may only be modified in writing by an authorized officer of Skillsoft. No oral statements or prior writings shall be of any force or effect unless specifically incorporated herein. This agreement shall be binding unless superseded in writing by a new agreement dated after the date of this agreement and executed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the employee's State of Employment, without regard the conflict of laws principles thereof.
5. Nothing herein is intended to should be construed to create a contract of employment for any definite term. Employment with the Company remains at-will, and either Party may terminate the employment relationship at any time and for any reason.

Please indicate your acceptance of the terms described above by signing and dating this memorandum in the space provided below.

**Agreed to by:**

Employee Signature: /s/ Apratim Purakayastha

Date: 7/26/2024