

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

**FORM S-8
REGISTRATION STATEMENT**
*UNDER
THE SECURITIES ACT OF 1933*

Skillsoft Corp.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

83-4388331
(I.R.S. Employer
Identification Number)

300 Innovative Way, Suite 2210
Nashua, NH 03062
(Address of principal executive offices) (Zip Code)

Skillsoft Corp. 2024 Employment Inducement Incentive Award Plan
(Full title of the plan)

John Frederick
Chief Financial Officer
300 Innovative Way, Suite 2210
Nashua, NH 03062
(Name and address of agent for service)

(603) 324-3000
(Telephone number, including area code, of agent for service)

Copies to:

Carlyn Williams
Arnold & Porter Kaye Scholer LLP
1144 Fifteenth Street
Suite 3100
Denver, CO 80202-2848
(303) 836-1000

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 type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" 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 7(a)(2)(B) of the Securities Act. ☐

EXPLANATORY NOTE

Pursuant to General Instruction E of Form S-8, Skillsoft Corp. (the “Registrant” or the “Company”) is filing this registration statement on Form S-8 (this “Registration Statement”) with the U.S. Securities and Exchange Commission (the “SEC”) for the purpose of registering an additional 200,000 shares (the “Shares”) of the Company’s Class A common stock, par value \$0.0001 per share (“Common Stock”), reserved and available for issuance under the Skillsoft Corp. 2024 Employment Inducement Incentive Award Plan, as amended by Amendment No. 1 thereto (as amended, the “Inducement Plan”).

The Shares are of the same class as the shares of Common Stock registered on the Registration Statement on [Form S-8](#) filed with the SEC on May 20, 2024, File No. 333-279543 (the “Prior Registration Statement”). The Prior Registration Statement is incorporated by reference into this Registration Statement, except to the extent supplemented, amended or superseded by the information set forth herein, or by any subsequently filed document that is incorporated by reference herein or therein.

PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the SEC under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), are incorporated by reference into this Registration Statement:

- (a) The Registrant’s Annual Report on [Form 10-K](#) for the year ended January 31, 2025 filed with the SEC on April 14, 2025;
- (b) The Registrant’s Current Report on [Form 8-K](#) filed with the SEC on May 20, 2025;
- (c) The Registrant’s Current Report on [Form 8-K](#) filed with the SEC on June 5, 2025;
- (d) The Registrant’s Current Report on [Form 8-K](#) filed with the SEC on July 18, 2025;
- (e) The Registrant’s Quarterly Report on [Form 10-Q](#) filed with the SEC on June 9, 2025; and
- (f) The description of the Registrant’s Common Stock contained in the Registration Statement on [Form 8-A](#) (File No. 001-38960) filed June 26, 2019, pursuant to Section 12(b) of the Exchange Act, as updated by the description of the Registrant’s Common Stock in the Description of Securities filed as [Exhibit 4.1](#) to the Registrant’s Annual Report on [Form 10-K](#) for the year ended January 31, 2024, including any amendments or reports filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act prior to the filing of a post-effective amendment to the Registration Statement which indicates that all of the shares offered hereby have been sold or which deregisters all of such shares then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the respective dates of filing of such documents; provided, however, that documents or information deemed to have been furnished and not filed in accordance with SEC rules shall not be deemed incorporated by reference into this Registration Statement, including any information furnished pursuant to Item 2.02 or Item 7.01 (or related exhibits) of Form 8-K. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein, or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein, modifies or supersedes such earlier statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Exhibit Index

Exhibit Number	Description
4.1	<u>Second Amended and Restated Certificate of Incorporation of Skillsoft Corp., as amended (incorporated by reference to Exhibit 3.1 to the Registrant's Annual Report on Form 10-K filed with the SEC on April 15, 2024)</u>
4.2	<u>Certificate of Amendment to the Second Amended and Restated Certificate of Incorporation of Skillsoft Corp. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the SEC on July 24, 2023)</u>
4.3	<u>Certificate of Amendment to the Second Amended and Restated Certificate of Incorporation of Skillsoft Corp. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the SEC on September 29, 2023)</u>
4.4	<u>Amended and Restated Bylaws of Skillsoft Corp. (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed with the SEC on June 17, 2021)</u>
4.5	<u>Specimen Class A Common Stock Certificate (incorporated by reference to Exhibit 4.2 to the Registrants' Annual Report on Form 10-K filed with the SEC on April 14, 2023)</u>
5.1*	<u>Opinion of Arnold & Porter Kaye Scholer LLP</u>
10.1	<u>Skillsoft Corp. 2024 Employment Inducement Incentive Award Plan (incorporated by reference to Exhibit 99.1 to the Company's Form S-8 (File No. 333-279543) filed on May 20, 2024)</u>
10.2*	<u>Amendment No. 1 to Skillsoft Corp. 2024 Employment Inducement Incentive Award Plan</u>
10.3	<u>Form of RSU Award Agreement under the 2024 Employment Inducement Incentive Award Plan (incorporated by reference to Exhibit 99.2 to the Company's Form S-8 (File No. 333-279543) filed on May 20, 2024)</u>
10.4	<u>Form of PSU Award Agreement under the 2024 Employment Inducement Incentive Award Plan (FY25) (incorporated by reference to Exhibit 99.3 to the Company's Form S-8 (File No. 333-279543) filed on May 20, 2024)</u>
10.5*	<u>Form of PSU Award Agreement under 2024 Employment Inducement Incentive Award Plan (FY26)</u>
23.1*	<u>Consent of Ernst & Young LLP</u>
23.2*	<u>Consent of Arnold & Porter Kaye Scholer LLP (included as part of Exhibit 5.1).</u>
24.1*	<u>Power of Attorney (included in signature pages of this Registration Statement).</u>
107*	<u>Filing Fee Table</u>

* Filed herewith

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Boston, Massachusetts, on this twenty-fifth day of July, 2025.

SKILLSOFT CORP.

By: /s/ John W. Frederick

John W. Frederick, *Chief Financial Officer*

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Stephen Martin and John W. Frederick, and each of them, individually, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for him or her and in his or her name, place, and stead, in any and all capacities, to sign the Registration Statement on Form S-8 of Skillsoft Corp., and any or all amendments (including post-effective amendments), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite or necessary to be done in connection therewith and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement on Form S-8 has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ Ronald W. Hovsepian</u> Ronald W. Hovsepian	Executive Chair, Chief Executive Officer and Director <i>(Principal Executive Officer)</i>	July 25, 2025
<u>/s/ John W. Frederick</u> John W. Frederick	Chief Financial Officer <i>(Principal Financial Officer)</i>	July 25, 2025
<u>/s/ Keith Swiniarski</u> Keith Swiniarski	Vice President, Finance <i>(Principal Accounting Officer)</i>	July 25, 2025
<u>/s/ Fahd Beg</u> Fahd Beg	Director	July 25, 2025
<u>/s/ Helena B. Foulkes</u> Helena B. Foulkes	Director	July 25, 2025
<u>/s/ Jim Frankola</u> Jim Frankola	Director	July 25, 2025
<u>/s/ Michael S. Klein</u> Michael S. Klein	Director	July 25, 2025
<u>/s/ Karen G. Mills</u> Karen G. Mills	Director	July 25, 2025
<u>/s/ Paul Peake</u> Paul Peake	Director	July 25, 2025
<u>/s/ Peter Schmitt</u> Peter Schmitt	Director	July 25, 2025
<u>/s/ Lawrence H. Summers</u> Lawrence H. Summers	Director	July 25, 2025

July 25, 2025

Skillsoft Corp.
300 Innovative Way, Suite 2210
Nashua, NH 03062

Re: Skillsoft - Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as special counsel to Skillsoft Corp., a corporation organized under the laws of Delaware (the “**Company**”), in connection with the preparation of the Company’s registration statement on Form S-8 (the “**Registration Statement**”) to be filed with the U.S. Securities and Exchange Commission (the “**Commission**”) on or about the date hereof, relating to the registration under the Securities Act of 1933, as amended (the “**Securities Act**”), of an additional 200,000 shares (the “**Shares**”) of the Company’s Class A Common Stock, par value \$0.0001 per share, reserved for issuance under the Company’s 2024 Employment Inducement Incentive Award Plan, as amended by Amendment No. 1 thereto (as so amended, the “**Plan**”).

This opinion letter is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Securities Act.

In rendering the opinions set forth below, we have examined and relied upon such certificates, corporate records, agreements, instruments and other documents, and examined such matters of law, that we considered necessary or appropriate as a basis for the opinions. In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies, the authenticity of the originals of such latter documents, that all parties to such documents (other than the Company) had the power, corporate or other, to enter into and perform all obligations thereunder, that all such documents have been duly authorized by all requisite action, corporate or other, and duly executed and delivered by all parties thereto (other than the Company) and that all such documents constitute the valid and binding obligation of each party thereto (other than the Company) enforceable against each such party in accordance with their terms. As to any facts material to the opinions expressed herein that we did not independently establish or verify, we have relied upon oral or written statements and representations of officers and other representatives of the Company and others.

Arnold & Porter Kaye Scholer LLP

250 West 55th Street | New York, NY 10019-9710 | www.arnoldporter.com

Based upon the foregoing and subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that the Shares have been duly authorized, and when issued and delivered by the Company in connection with awards granted under the Plan in accordance with the terms and conditions set forth in the Plan, subject to the full payment of the exercise price therefor (if any), the Shares will be validly issued, fully paid and non-assessable.

The opinions expressed herein are based solely upon the General Corporation Law of the State of Delaware (including the statutory provisions contained therein, the applicable rules and regulations underlying these provisions and reported judicial decisions interpreting the foregoing). We express no opinion herein as to any other laws, statutes, rules, regulations or ordinances.

The opinions set forth above are limited to the matters expressly set forth herein, and no opinion is implied or may be inferred beyond the matters expressly stated. The foregoing opinions are rendered as of the date hereof, and we assume no obligation to update such opinions to reflect any acts, events, facts or circumstances occurring after the date hereof or which may hereafter come to our attention, or any change in the law which may hereafter occur.

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement. In giving such consent, we do not thereby admit that we are experts within the meaning of the Securities Act or the rules and regulations of the Commission or that this consent is required by Section 7 of the Securities Act.

Very truly yours,

/s/Arnold & Porter Kaye Scholer LLP

AMENDMENT NO. 1 TO
SKILLSOFT CORP.
2024 EMPLOYMENT INDUCEMENT
INCENTIVE AWARD PLAN

June 5, 2025

WHEREAS, Skillsoft Corp. (the “Company”), a Delaware corporation, sponsors the Skillsoft Corp. 2024 Employment Inducement Incentive Award Plan (the “Plan”);

WHEREAS, pursuant to Section 12(a) of the Plan, the Board of Directors of the Company (the “Board”) may amend the Plan at any time; and

WHEREAS, the Board desires to amend the Plan to increase the number of shares of Common Stock (as defined in the Plan) available for awards under the Plan.

NOW, THEREFORE, the Plan is hereby amended, subject to and effective as of the date set forth above:

The first sentence of Section 6(a) of the Plan is amended and restated in its entirety as follows:

Share Reserve. Subject to Section 11 of the Plan, 400,000 shares of Common Stock (the “Plan Share Reserve”) shall be available for Awards under the Plan. Each Award granted under the Plan will reduce the Plan Share Reserve by the number of shares of Common Stock underlying the Award.

Except as set forth above, all other provisions of the Plan shall remain in effect unaffected hereby.

IN WITNESS WHEREOF, the Board has adopted this Amendment No. 1 to Skillsoft Corp. Skillsoft Corp. 2024 Employment Inducement Incentive Award Plan on June 5, 2025.

PERFORMANCE STOCK UNIT GRANT NOTICE

Skillsoft Corp., a Delaware corporation (the “Company”), pursuant to its 2024 Employment Inducement Incentive Award Plan, as it may be amended and restated from time to time (the “Plan”), hereby grants to the Participant set forth below the number of Performance Stock Units set forth below (the “PSUs”). The PSUs are subject to all of the terms and conditions as set forth in this Performance Stock Unit Grant Notice (this “Grant Notice”), in the Performance Stock Unit Agreement (attached hereto), and in the Plan, all of which are incorporated herein in their entirety. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Plan.

Participant:

Date of Grant:

Performance Period: February 1, 2025 – January 31, 2028

Vesting Commencement Date:

Target Number of Performance Stock Units:

Vesting Schedule: The PSUs will vest based on the level of achievement of the performance goal following each Measurement Date (as defined in Exhibit A to the Performance Stock Unit Agreement) in the Performance Period, as certified by the Committee and in each case as set forth in Exhibit A to the Performance Stock Unit Agreement, and the Participant’s continued performance of services through the third anniversary of the Vesting Commencement Date (the “Vesting Date”). All vesting is dependent on the Participant’s remaining continuously employed by or providing continuous services to a member of the Company Group through the Vesting Date, as provided herein.

Dividend Equivalents: The PSUs shall be credited with dividend equivalent payments, as provided in Section 13(c)(iii) of the Plan.

Acknowledgments: The Participant acknowledges receipt of this Grant Notice, the Performance Stock Unit Agreement (the “Agreement”) and the Plan and, as an express condition to the grant of the PSUs hereunder, agrees to bound by the terms of this Grant Notice, the Agreement and the Plan. The Participant further acknowledges and agrees that (a) this Grant Notice and the Agreement may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same instrument, (b) this Grant Notice and Agreement may be executed and exchanged using facsimile, portable document format (PDF) or electronic signature, which, in each case, will constitute an original signature for all purposes hereunder, and (c) such signature by the Company will be binding against the Company and will create a legally binding agreement when this Grant Notice and Agreement is countersigned by the Participant.

PERFORMANCE STOCK UNIT AGREEMENT

Pursuant to the Performance Stock Unit Grant Notice (the “Grant Notice”) delivered to the Participant (as defined in the Grant Notice), and subject to the terms of this Performance Stock Unit Agreement (this “Agreement”) and the Skillsoft Corp. 2024 Employment Inducement Incentive Award Plan, as it may be amended and restated from time to time (the “Plan”), Skillsoft Corp., a Delaware corporation (the “Company”), and the Participant agree as follows. Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Plan.

1. **Grant of Performance Stock Units; Employment Inducement Award.** Subject to the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Participant the number of Performance Stock Units (the “PSUs”) provided in the Grant Notice (with each PSU representing an unfunded, unsecured right to receive one share of Common Stock). The Award is intended to constitute an “employment inducement award” under New York Stock Exchange (“NYSE”) Rule 303A.08, and consequently is intended to be exempt from the NYSE rules regarding shareholder approval of equity compensation arrangements. The Agreement and the terms and conditions of this Award shall be interpreted in accordance with and consistent with that exemption. The Participant acknowledges and agrees that the terms of this grant were communicated to the Participant as a material inducement prior to acceptance of the job offer and acceptance of employment.

2. **Vesting and Termination.**

(a) Subject to the conditions contained herein and in the Plan, the PSUs shall vest as provided in Exhibit A to this Agreement and the Vesting Schedule set forth in the Grant Notice.

(b) In the event of the Participant’s Termination for any reason, any unvested PSUs as of the effective date of such Termination shall be forfeited to the Company by the Participant for no consideration.

3. **Settlement of Performance Stock Units.** Subject to Section 7 of this Agreement and any election by the Committee pursuant to Section 8(d)(ii) of the Plan, the Company will deliver to the Participant, without charge, on or within 30 days following the applicable vesting date, one share of Common Stock for each PSU that vests on such date, and such vested PSU shall be cancelled upon such delivery. The Company shall either (a) deliver to the Participant a certificate or certificates therefor, registered in the Participant’s name, or (b) cause such shares of Common Stock to be credited to the Participant’s account at the third-party plan administrator. Notwithstanding anything in this Agreement to the contrary, the Company shall have no obligation to issue or transfer any shares of Common Stock as contemplated by this Agreement unless and until such issuance or transfer complies with all relevant provisions of law and the requirements of any stock exchange on which the shares of Common Stock are listed for trading.

4. **Participant.** Whenever the word “Participant” is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the executors, the administrators, or persons to whom the PSUs may be transferred in accordance with Section 13(b) of the Plan, the word “Participant” shall be deemed to include such persons.

5. **Non-Transferability.** The PSUs are not transferable by the Participant except to Permitted Transferees in accordance with Section 13(b) of the Plan. Except as otherwise provided herein, no assignment or transfer of the PSUs, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the PSUs shall terminate and become of no further effect.

6. **Rights as Shareholder.** Subject to any dividend equivalent payments to be provided to the Participant in accordance with the Grant Notice and Section 13(c) (iii) of the Plan, the Participant shall have no rights as a shareholder with respect to any share of Common Stock underlying an PSU unless and until the Participant shall have become the holder of record of such share of Common Stock, and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Common Stock for which the record date is prior to the date upon which the Participant shall become the holder of record thereof.

7. **Tax Withholding.** The provisions of Section 13(d) of the Plan are incorporated herein by reference and made a part hereof.

8. **Notice.** Every notice or other communication relating to this Agreement between the Company and the Participant shall be in writing, which may include by electronic mail, and shall be mailed to or delivered to the party for whom it is intended at such address as may from time to time be designated by such party in a notice mailed or delivered to the other party as herein provided; *provided* that, unless and until some other address be so designated, all notices or communications by the Participant to the Company shall be mailed or delivered to the Company at its principal executive office, to the attention of the Company's Legal Department or its designee, and all notices or communications by the Company to the Participant may be given to the Participant personally or may be mailed to the Participant at the Participant's last known address, as reflected in the Company's records. Notwithstanding the foregoing, all notices and communications between the Participant and any third-party plan administrator shall be mailed, delivered, transmitted or sent in accordance with the procedures established by such third-party plan administrator and communicated to the Participant from time to time.

9. **No Right to Continued Employment or Service** This Agreement does not confer upon the Participant any right to continue as an employee or other service provider to the Company.

10. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

11. **Waiver and Amendments.** Except as otherwise set forth in Section 12 of the Plan, any waiver, alteration, amendment or modification of any of the terms of this Agreement shall be valid only if made in writing and signed by the parties hereto; *provided, however*, that any such waiver, alteration, amendment or modification is consented to on the Company's behalf by the Committee. No waiver by either of the parties hereto of their rights hereunder shall be deemed to constitute a waiver with respect to any subsequent occurrences or transactions hereunder unless such waiver specifically states that it is to be construed as a continuing waiver.

12. **Governing Law.** The provisions of Section 13(r) of the Plan are incorporated herein by reference and made a part hereof. Notwithstanding anything contained in this Agreement, the Grant Notice or the Plan to the contrary, if any suit or claim is instituted by the Participant or the Company relating to this Agreement, the Grant Notice or the Plan, the Participant hereby submits to the exclusive jurisdiction of and venue in the courts of the State of Delaware.

13. **Plan.** The terms and provisions of the Plan are incorporated herein by reference and made a part hereof. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the terms and provisions of this Agreement (including the Grant Notice), the Plan shall govern and control.

14. **Section 409A.** It is intended that the PSUs granted hereunder shall be exempt from Section 409A of the Code pursuant to the “short-term deferral” rule applicable to such section, as set forth in the regulations or other guidance published by the Internal Revenue Service thereunder.

15. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Participant’s participation in the Plan, on the PSUs and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

16. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

17. **Entire Agreement.** This Agreement and Exhibit A hereto, the Grant Notice and the Plan constitute the entire agreement of the parties hereto in respect of the subject matter contained herein and supersede all prior agreements and understandings of the parties, oral and written, with respect to such subject matter.

* * *

[Signature page follows]

Participant

SKILLSOFT CORP.

By: _____

[NAME]

[TITLE]

[Signature page to Performance Stock Unit Grant Notice and Agreement]

Exhibit A

Performance Vesting Criteria

This Agreement shall set forth how the Talent and Compensation Committee (the “Committee”) will determine the amount of Performance Stock Units (generally, the “PSUs”) to be earned based on fulfillment of both performance and time based vesting requirements related to annual revenue [*] in the each of the fiscal years within the Performance Period set forth in the Notice of Grant (i.e., FY26, FY27, FY28). [*]

The number of PSUs that are eligible to vest shall be determined based upon the Company’s overall percentage of revenue growth (“Revenue Growth”) on each Measurement Date (as defined below) in the each of the fiscal years within the Performance Period set forth in the Notice of Grant (i.e., FY26, FY27, FY28). For the purpose of this Agreement, “Revenue Growth” as of the applicable Measurement Date shall be calculated based on [*]. All “Reported Revenue” shall be Revenue as reported in Company’s annual report on Form 10-K for the applicable year, or if no 10-K is filed as audited by an external third-party auditor. [*]

The Committee will determine what percentage Target Number of PSUs will be Earned PSUs (as defined below) based on the performance of the Company as set forth herein. The Target Number of PSUs will be divided into thirds, with one-third of the total Target Number of PSUs being measured in each of FY26, FY27 and FY28 to determine the Earned PSUs for such fiscal year.

After the end of each fiscal year, and in connection with certifying the achievement of the applicable year, the Committee shall determine the number of Earned PSUs based on the Company’s Revenue Growth. Such amount shall be determined on an annual basis, provided however, that in each year the number of Earned PSUs may exceed one-third of the total Target Number of PSUs for such year due to overachievement. Notwithstanding the foregoing, no Earned PSUs shall vest until the Vesting Date.

1. Determination of Target Annual Achievement Levels

The determination of the target Annual Achievement Levels will be determined by the Committee on an annual basis, subject to and in connection with the completion of the Company’s annual report on Form 10-K or if no 10-K is filed as audited by an external third-party auditor [*].

2. Committee Certification of Annual Achievement Levels

The certification of the achievement of the Annual Achievement Levels will be certified by the Committee on an annual basis in connection with the completion of the Company’s annual report on Form 10-K or if no 10-K is filed such financial statements as would be included therein and audited by an external third party auditor, but in any event no later than June 15 of the applicable year. [*]

The Committee retains full discretion to (i) determine the Annual Achievement Levels, including any modification or amendment and (ii) to certify such Annual Achievement Levels.

3. Number of PSUs that may be Earned each year

The number of PSUs, if any, that may be earned under this award and that are eligible to vest shall be determined and certified by the Committee following each Measurement Date as described herein.

The number of PSUs to be earned shall be calculated on an annual basis with target Annual Achievement Levels. In accordance with the below, the target Annual Achievement Level metrics for FY27 and FY28 will include a cumulative component such that only one metric is needed each year to address both annual and cumulative targets.

The number of PSUs that may be earned and that are eligible to vest following the applicable Measurement Date (“Earned PSUs”) shall be equal to (a) *the product of* (i) the total Target Number of Performance Stock Units, (ii) the Percentage of PSUs Eligible to Vest for the applicable year, and (iii) the Payout Factor for the applicable year, as set forth below:

Measurement Date	Percentage of PSUs Eligible to Vest
January 31, 2026 (FY26)	33%
January 31, 2027 (FY27)	66%, less the % of Target shares earned in prior year up to 33%
January 31, 2028 (FY28)	100%, less the % of Target shares earned in prior years up to 66%

The “Annual Achievement Levels” for FY26 are as follows:[*]

In no event shall more than 175% of the Target Number of PSUs vest hereunder. In addition, once a PSU is an Earned PSU the Participant shall have a right to receive such PSU, subject to the terms of this Agreement.

In each of FY27 and FY28, the Committee shall determine the Annual Achievement Level, Payout Factor and Revenue Growth for such fiscal year.

4. Vesting Date and Payout

Earned PSUs are not vested until the vesting requirements set forth in the Grant Notice and this Agreement have been satisfied. If the Participant does not meet the service requirement in the Grant Notice, no payment of PSUs or issuance of Common Stock pursuant to the PSUs shall be made and/or distributed to any Participant, and any PSUs (regardless of whether they are earned or not) will be forfeited on termination of service. For the avoidance of doubt, although a certain number of PSUs may be earned and/or become eligible to vest hereunder in accordance with the provisions of this Agreement, no vesting or payment of PSUs shall be made and/or distributed to any Participant until the Vesting Date and subject to the Service Requirement contained herein.

Subject to the terms contained herein, payment will be made to the Participant no later than sixty (60) days from the Vesting Date.

5. Service Requirement

Any PSUs that become Earned PSUs or otherwise eligible to vest as of a particular Measurement Date (as determined above) shall only become vested if the Participant remains continuously employed by or continues to provide continuous services to a member of the Company Group through the Vesting Date.

6. Effect of Change in Control

Upon a Change in Control, the Percentage of PSUs eligible to vest shall be equal to 100% of the Target Number of PSUs; however, if the Payout Factor for any fiscal year during the Performance Period that has been completed prior to the Change in Control exceeded 100%, then the Participant shall receive an additional number of PSUs equal to the difference between (i) the number of Earned PSUs for such applicable year, and (ii) the number of PSUs which would have become eligible to vest PSUs in such year if only a 100% Payout Factor had been achieved. No additional PSUs shall become eligible to vest following the date of the Change in Control.

Any portion of the PSUs earned or eligible to vest upon the closing of the Change in Control will only become fully vested if the Participant remains continuously employed by or continues to provide continuous services to a member of the Company Group through the Vesting Date and will be paid on the Vesting Date. Payment will be made no later than sixty (60) days from the Vesting Date.

7. Adjustments

In addition, in the event of (i) any dividend (other than regular cash dividends) or other distribution (whether in the form of cash, shares of Common Stock, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, split-off, spin-off, combination, repurchase or exchange of shares of Common Stock or other securities of the Company, issuance of warrants or other rights to acquire shares of Common Stock or other securities of the Company, or other similar corporate transaction or event that affects the shares of Common Stock (including a Change in Control); or (ii) unusual or nonrecurring events affecting the Company, including changes in applicable rules, rulings, regulations or other requirements, that the Committee determines, in its sole discretion, could result in substantial dilution or enlargement of the rights intended to be granted to, or available for, Participants (any event in (i) or (ii), an "Adjustment Event"), the Committee shall, in respect of any such Adjustment Event, make such proportionate substitution or adjustment, if any, as it deems equitable, to any or all of (A) the number of shares of Common Stock or other securities of the Company (or number and kind of other securities or other property) which may be issued in respect of this Grant Notice and Agreement; and (C) the terms of the PSUs, including, without limitation, (I) the number of shares of Common Stock or other securities of the Company (or number and kind of other securities or other property) to which this Grant Notice and Agreement relates; (II) any amount payable as a condition of issuance of shares of Common Stock; or (III) any applicable performance measures; provided, that in the case of any "equity restructuring" (within the meaning of the Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor pronouncement thereto)), the Committee shall make an equitable or proportionate adjustment to outstanding Awards to reflect such equity restructuring.

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the 2024 Employment Inducement Incentive Award Plan of Skillsoft Corp. of our reports dated April 14, 2025, with respect to the consolidated financial statements of Skillsoft Corp. and the effectiveness of internal control over financial reporting of Skillsoft Corp. included in its Annual Report (Form 10-K) for the year ended January 31, 2025, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP
Boston, Massachusetts
July 25, 2025

Calculation of Filing Fees Table

Form S-8
(Form Type)

Skillsoft Corp.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit(2)	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Class A common stock, par value \$0.0001 per share	Other	200,000 shares(1)	\$14.73	\$2,946,000	\$0.00015310	\$451.03
Total Offering Amounts					\$2,946,000		\$451.03
Total Fee Offsets							\$0
Net Fee Due							\$451.03

- (1) Represents 200,000 shares of Class A common stock reserved for issuance under the Skillsoft Corp. 2024 Employment Inducement Incentive Award Plan, as amended (the “2024 Plan”). Pursuant to Rule 416 of the Securities Act of 1933, as amended (the “Securities Act”) there are also registered hereunder such indeterminate number of additional shares as may become available for issuance pursuant to the 2024 Plan as a result of antidilution or other adjustment provisions contained therein, including stock splits, stock dividends, and other similar transactions.
- (2) Estimated in accordance with paragraphs (c) and (h) of Rule 457 of the Securities Act, based upon the average of the high and low prices of shares of the registrant’s Class A common stock on July 23, 2025, as reported on the New York Stock Exchange.