

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 8, 2025

GROVE COLLABORATIVE HOLDINGS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-40263
(Commission
File Number)

88-2840659
(IRS Employer
Identification No.)

1301 Sansome Street
San Francisco, California
(Address of principal executive offices)

94111
(Zip Code)

(800) 231-8527
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, par value \$0.0001	GROV	New York Stock Exchange

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

Emerging growth company ☒

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

Item 1.01. Entry into a Material Definitive Agreement

On July 18, 2022, Grove Collaborative Holdings, Inc. (the “Company”) entered into a Standby Equity Purchase Agreement (the “SEPA”) with YA II PN, Ltd. (“Yorkville”) whereby the Company has the right, but not the obligation, to sell to Yorkville up to \$100.0 million of its shares of Class A common stock, par value \$0.0001 per share (the “Common Stock”), at the Company’s request during the 36 months following the execution of the SEPA, subject to certain conditions.

On July 8, 2025, the Company and Yorkville entered into the Amendment to Standby Equity Purchase Agreement (the “SEPA Amendment”), in which the Company and Yorkville agreed to: (1) change the definition of “Market Price” from the average VWAP (as defined below) of the Common Stock during the three consecutive trading days commencing on the notice date to the lowest of the daily VWAP of the Common Stock during such three consecutive trading day period, and (2) extend the commitment period under the SEPA to August 1, 2027. “VWAP” means, for any trading day, the daily volume weighted average price of the Company’s Class A common stock for such date on the New York Stock Exchange as reported by Bloomberg L.P. during regular trading hours.

The foregoing description of the SEPA Amendment is qualified in its entirety by reference to the full text of the SEPA Amendment, a copy of which is attached to this Current Report on Form 8-K as Exhibit 10.1 and which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit No.	Description
10.1	<u>Amendment to Standby Equity Purchase Agreement, dated July 8, 2025, between the Company and Yorkville</u>
104	Cover Page Interactive Data File (formatted as Inline XBRL)

SIGNATURES

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.

GROVE COLLABORATIVE HOLDINGS, INC.

Dated: July 8, 2025

By:	/s/ Tom Siragusa
Name:	Tom Siragusa
Title:	Interim Chief Financial Officer

AMENDMENT TO STANDBY EQUITY PURCHASE AGREEMENT

THIS AMENDMENT (the “Amendment”), dated as of July 8, 2025, to the Standby Equity Purchase Agreement (the “SEPA”), dated as of July 18, 2022, by and between YA II PN, LTD., a Cayman Islands exempt limited partnership (the “Investor”) and Grove Collaborative Holdings, Inc., a public benefit corporation incorporated under the laws of the State of Delaware (the “Company”), and together with the Investor, the “Parties”), is being executed at the direction of the Parties.

WHEREAS, Section 12.02 of the SEPA permits the Parties to amend the SEPA through an instrument in writing signed by the Parties.

NOW, THEREFORE, in consideration of the foregoing and the agreements, provisions and covenants herein contained, the Parties agree as follows:

1. Section 10.01(a) of the SEPA is hereby deleted in its entirety and replaced with the following:

“Unless earlier terminated as provided hereunder, this Agreement shall terminate automatically on the earliest of (i) August 1, 2027, or (ii) the date on which the Investor shall have made payment of Advances pursuant to this Agreement for Common Shares equal to the Commitment Amount.”

2. The definition of “Market Price” in Article I of the SEPA is hereby deleted in its entirety and replaced with the following:

“Market Price’ shall mean the lowest of the daily VWAPs of the Common Shares during the relevant Pricing Period, other than the daily VWAP on any Excluded Days.”

3. This Amendment supersedes all other prior oral or written agreements between the Investor, the Company, their respective affiliates and persons acting on their behalf with respect to the matters discussed herein. Except as specifically set forth in this Amendment, no other provision of SEPA shall be deemed amended or modified and the SEPA shall otherwise remain in full force and effect.

4. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5. This Amendment shall be governed by and interpreted in accordance with the laws of the State of New York without regard to the principles of conflict of laws. The parties further agree that any action between them shall be heard in New York County, New York, and expressly consent to the jurisdiction and venue of the Supreme Court of New York, sitting in New York County, New York and the United States District Court of the Southern District of New York, sitting in New York, New York, for the adjudication of any civil action asserted pursuant to this Amendment.

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The Parties hereto have caused this Amendment to be executed and delivered as of the day and year first written above.

COMPANY:
GROVE COLLABORATIVE HOLDINGS, INC.

By: /s/ Tom Siragusa
Name: Tom Siragusa
Title: Interim Chief Financial Officer

INVESTOR:
YA II PN, LTD.

By: Yorkville Advisors Global, LP
Its: Investment Manager

By: Yorkville Advisors Global II, LLC
Its: General Partner

By: /s/ Matt Beckman
Name: Matt Beckman
Title: Member