

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 March 31, 2025

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____
Commission File Number: 001-33887

Orion Energy Systems, Inc.

(Exact name of Registrant as specified in its charter)

Wisconsin
(State or other jurisdiction of
incorporation or organization)
2210 Woodland Drive, Manitowoc, WI
(Address of principal executive offices)

39-1847269
(I.R.S. Employer
Identification No.)
54220
(Zip Code)

(920) 892-9340

(Registrant's telephone number, including area code)

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, no par value

OESX

The Nasdaq Stock Market LLC
(NASDAQ Capital Market)

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 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 such filing requirements for 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, 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
Non-accelerated filer

Accelerated filer
Smaller reporting company
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.

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. Yes No

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 Exchange Act). Yes No

The aggregate market value of shares of the Registrant's common stock held by non-affiliates as of September 30, 2024, the last business day of the Registrant's most recently completed second fiscal quarter, was approximately \$28,196,921.

As of May 30, 2025, there were 33,305,699 shares of the Registrant's common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's Proxy Statement for the 2025 Annual Meeting of Shareholders to be held on August 7, 2025 are incorporated herein by reference in Part III of this Annual Report on Form 10-K.

ORION ENERGY SYSTEMS, INC.
ANNUAL REPORT ON FORM 10-K
FOR THE YEAR ENDED MARCH 31, 2025

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FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K includes forward-looking statements that are based on Orion Energy Systems, Inc.'s ("Orion", "we", "us", "our" and similar references) beliefs and assumptions and on information currently available to us. When used in this Form 10-K, the words "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "should," "will," "would" and similar expressions identify forward-looking statements. Although we believe that our plans, intentions, and expectations reflected in any forward-looking statements are reasonable, these plans, intentions or expectations are based on assumptions, are subject to risks and uncertainties, and may not be achieved. These statements are based on assumptions made by us based on our experience and perception of historical trends, current conditions, expected future developments and other factors that we believe are appropriate under the current circumstances. Such statements are subject to a number of risks and uncertainties, many of which are beyond our control. Our actual results, performance or achievements could differ materially from those contemplated, expressed or implied by the forward-looking statements contained in this Form 10-K. Important factors could cause actual results to differ materially from our forward-looking statements. Given these uncertainties, you should not place undue reliance on these forward-looking statements. Also, forward-looking statements represent our beliefs and assumptions only as of the date of this Form 10-K, including particularly the Risk Factors described under Part I. Item 1A. of this Form 10-K. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements set forth in this Form 10-K. Actual events, results and outcomes may differ materially from our expectations due to a variety of factors. Although it is not possible to identify all of these factors, they include, among others, the following:

- Our existing liquidity and capital resources may not be sufficient to allow us to fund or sustain our working capital requirements or pay our contractual or debt obligations;
- Our payment of the remaining Voltrek acquisition earn-out obligations may involve either payments in cash or our issuance of our common stock, which could materially affect our liquidity and/or result in significant dilution to our shareholders. In addition to the \$1 million of our common stock issuable on the 14th trading day after the public announcement of our fiscal 2025 financial results, we also have the option to pay up to 20% of the then remaining earn-out obligation at maturity in shares of our outstanding common stock. Such issuances of our common stock likely will be materially dilutive to our shareholders;
- The amount of our remaining Voltrek acquisition earn-out obligations will likely be subject to resolution by an independent accounting firm. Such finally determined earn-out amount may exceed our current accrued liability for such earn-out amount and could materially affect our future liquidity;
- We may need to raise additional equity capital or subordinated or convertible debt to provide us with additional liquidity and capital resources to help fund our operations, pay our senior debt obligations and pay our remaining Voltrek earn-out obligations. At our current stock price, any such equity capital raise would likely be materially dilutive to our shareholders;
- Over the past several years, we have incurred substantial net losses and negative cash flow. If these trends continue, our liquidity and financial condition will be further materially adversely affected;
- We are experiencing ongoing increasing pressures to reduce the selling price of our lighting products and incur the related negative impact on our gross margins, driven largely by the ongoing increase in competition from foreign competitors;
- If we are unable to comply with NASDAQ's minimum bid price requirement, including by effecting a reverse stock split, prior to September 15, 2025, our common stock may be delisted from NASDAQ. A reverse stock split may result in decreased trading volume and liquidity for our shares;
- Our ability to achieve our budgeted fiscal 2026 revenue expectations, and related public fiscal 2026 revenue guidance, will have a significant impact on our cash flow and stock price and ability to fund our operations and satisfy our debt obligations;
- Government tariffs and other actions have adversely affected, and may continue to adversely affect, our business, resulting in increased costs and reduced gross margins;
- The reduction or elimination of incentives from the United States government for investments in EV charging infrastructure may reduce demand for public EV charging products, in addition to reducing overall demand for EVs;
- We do not have major sources of recurring revenue, and we depend upon a limited number of customers in any given period to generate a substantial portion of our revenue. The reduction of revenue from our most significant customer over the past several fiscal years has had, and the potential future loss of other significant customers or a major customer would likely have, a materially adverse effect on our results of operations, financial condition and cash flows;

- The reduction or elimination of investments in, or incentives to adopt, LED lighting or the elimination of, or changes in, policies, incentives or rebates in certain states or countries that encourage the use of LEDs over some traditional lighting technologies, including due to federal funding restrictions in the United States, could cause the demand for our lighting products to slow;
- We are currently implementing a new ERP system, which will involve substantial cost and potential disruption to our normal operations. Our inability to successfully manage the implementation of our new ERP system could adversely affect our ability to operate our business and otherwise negatively affect our financial reporting and the effectiveness of our internal control over financial reporting;
- A substantial portion of our revenues are derived from major project-based retrofit work that is awarded through a competitive bid process. It is generally difficult to predict the timing of projects that will be awarded, which can impact our ability to achieve our expected financial results;
- Our continued emphasis on indirect distribution channels to sell our products and services to supplement our direct distribution channels has had limited success to date;
- Goodwill and other intangibles acquired through acquisitions could be impacted by our continued net losses and low levels of liquidity, thus resulting in a potential valuation impairment;
- Our products use components and raw materials that may be subject to price fluctuations, shortages or interruptions of supply, particularly resulting from tariffs and other trade restrictions;
- We increasingly rely on third-party manufacturers for the manufacture and development of our products and product components;
- We are subject to the risk of a cybersecurity breach;
- Macroeconomic pressures in the markets in which we operate may adversely affect our financial results;
- Adverse conditions in the global economy have negatively impacted, and could in the future negatively impact, our customers, suppliers and business; and
- The success of our LED lighting retrofit solutions depends, in part, on our ability to claim market share away from our competitors.

You are urged to carefully consider these factors and the other factors described under Part I. Item 1A. “Risk Factors” when evaluating any forward-looking statements, and you should not place undue reliance on these forward-looking statements.

Except as required by applicable law, we assume no obligation to update any forward-looking statements publicly or to update the reasons why actual results could differ materially from those anticipated in any forward-looking statements, even if new information becomes available in the future.

ITEM 1. BUSINESS

As used herein, unless otherwise expressly stated or the context otherwise requires, all references to "Orion," "we," "us," "our," "Company" and similar references are to Orion Energy Systems, Inc. and its consolidated subsidiaries.

Overview

We provide state-of-the-art light emitting diode ("LED") lighting systems, wireless Internet of Things ("IoT") enabled control solutions, commercial and industrial electric vehicle "EV" charging infrastructure solutions and lighting and electrical maintenance services. We help our customers achieve their sustainability, energy savings and carbon footprint reduction goals through innovative technology and exceptional service. We sell our products and services into many vertical markets within the broader commercial and industrial market segment. Primary verticals include: big box retail, manufacturing, warehousing/logistics, commercial office, federal and municipal government, healthcare and schools. Our services consist of turnkey installation (lighting and EV) and system maintenance. Virtually all of our sales occur within North America.

Our principal lighting customers include large national account end-users, electrical distributors, electrical contractors and energy service companies ("ESCOS"). Currently, a significant amount of our lighting products are manufactured at our leased production facility located in Manitowoc, Wisconsin, although as the LED and related IoT market continues to evolve, we are increasingly sourcing products and components from third parties in order to diversify our product offerings.

We differentiate ourselves from our competitors by offering very efficient light fixtures (measured in lumens per watt) coupled with our project management services to national account customers to retrofit their multiple locations. Our comprehensive services include initial site surveys and audits, utility incentive and government subsidy management, engineering design, and project management from delivery through to installation and controls integration and commissioning. In addition, we began to offer lighting and electrical maintenance services in fiscal 2021. We believe that providing these services enables us to support a long-term business relationship with our customers and results in an increase in our recurring revenue. We completed the acquisition of Stay-Lite Lighting on January 1, 2022, which further expanded our maintenance services capabilities. On October 5, 2022, we acquired Voltrek LLC ("Voltrek"), which leveraged our project management and maintenance expertise into the EV sector.

Our lighting products consist primarily of LED lighting fixtures, many of which include IoT enabled control systems provided by third parties. We believe the market for LED lighting products continues to grow. Due to their size and flexibility in application, we also believe that LED lighting systems can address opportunities for retrofit applications that cannot be satisfied by other lighting technologies.

Other than our multi-year maintenance service contracts, we generally do not have long-term contracts with our customers for product or turnkey services that provide us with recurring annual revenue. We typically generate substantially all of our lighting revenue from sales of lighting systems and related services to governmental, commercial and industrial customers on a project-by-project basis. We also perform work under global services or product purchasing agreements with major customers with sales completed on a purchase order basis. The loss of, or substantial reduction in sales to, any of our significant customers, or our current single largest customer, or the termination or delay of a significant volume of purchase orders by one or more key customers, could have a material adverse effect on our results of operations in any given future period.

We typically sell our lighting systems in replacement of our customers' existing lighting fixtures. We call this replacement process a "retrofit". We frequently sell our products and services directly to our customers and in many cases we provide design and installation services as well as project management services. We also sell our lighting systems on a wholesale basis, principally to electrical distributors, electrical contractors and ESCOs which then resell to their own customers.

The gross margins of our products can vary significantly depending upon the types of products we sell, with gross margins typically ranging from 10% to 50%. As a result, a change in the total mix of our sales among higher or lower gross margin products can cause our profitability to fluctuate from period to period.

Our fiscal year ends on March 31. We refer to our current fiscal year which ends on March 31, 2026 as "fiscal 2026". We refer to our most recently completed fiscal year, which ended on March 31, 2025, as "fiscal 2025", and our prior fiscal year which ended on

March 31, 2024 as "fiscal 2024". Our fiscal first quarter of each fiscal year ends on June 30, our fiscal second quarter ends on September 30, our fiscal third quarter ends on December 31, and our fiscal fourth quarter ends on March 31.

Reportable Segments

Reportable segments are components of an entity that have separate financial data that the entity's chief operating decision maker ("CODM") regularly reviews when allocating resources and assessing performance. Our CODM is our chief executive officer. Previously, we had four reportable segments: Orion Services Group Segment, Orion Distribution Services Segment, Orion U.S. Markets Segment and Orion Electric Vehicle Charging Segment. Effective during the first quarter of fiscal 2024, we began to evaluate and report the business using three segments: lighting segment, maintenance segment and the electric vehicle charging segment (the "EV segment").

For financial results by reportable segment, please refer to Note 17 – Segment Data in our consolidated financial statements included in Item 8. of this Annual Report.

Lighting Segment

Our lighting segment develops and sells lighting products and provides construction and engineering services for our commercial lighting and energy management systems. Our lighting segment provides engineering, design, lighting products and in many cases turnkey solutions for large national accounts, governments, municipalities, schools and other customers. Our lighting segment sells mostly through direct sales and also through manufacturer representative agencies and to the wholesale contractor markets through ESCOs and contractors.

Maintenance Segment

Our maintenance segment provides retailers, distributors and other businesses with maintenance, repair and replacement services for the lighting and related electrical components deployed in their facilities.

EV Segment

Our EV segment offers leading electric vehicle charging expertise and provides EV turnkey installation solutions with ongoing support to all commercial verticals.

Products and Services

Our historical primary focus has been the sale of our LED lighting fixtures with integrated controls technology and related installation services. We will continue to focus on these products and services, as well as on expanding our maintenance service offerings and our EV charging station solutions.

Currently, a significant amount of our lighting products are manufactured at our leased production facility location in Manitowoc, Wisconsin, although as the LED market continues to evolve but subject to tariff impacts, we are increasing the sourcing of products and components from third parties in order to expand our product offerings. We are focused on researching, developing and/or acquiring new innovative LED products and technologies for the retrofit markets. We plan to continue developing creative new LED retrofit products in order to offer our customers a variety of integrated energy management services, such as system design, project management and installation. We third party source all of the EV charging stations and components that are installed by our EV segment.

Products

Our lighting and maintenance segments market fixtures for both interior and exterior use, including our LED high bay fixtures, LED troffer retrofits and smart lighting controls. Our smart lighting controls provide both lighting control options and data intelligence capabilities for building managers to log, monitor and analyze use of space, energy savings, and provide physical security of space.

In addition, in October 2022, we acquired Voltrek, which offers leading EV charging expertise and provides turnkey EV installation solutions with ongoing support to all commercial verticals. We believe there are growth opportunities for Voltrek both in its

existing northeast geographic market, as well as on a national basis. We also plan to continue attempting to cross sell our EV charging solutions to our historical market channels and customers and vice versa.

Other Products. We also offer our customers a variety of other LED fixtures to address their lighting and energy management needs, including fixtures designed for agribusinesses, parking lots, retail, mezzanine, outdoor applications and private label resale.

Warranty Policy. Our warranty policy generally provides for a limited five-year warranty on our LED products, although we do offer warranties ranging up to 10 years for certain LED products. Drivers, LED chips, EV charging stations and other electrical components are excluded from our standard warranty as they are covered by separate warranties offered by the original equipment manufacturers. We coordinate and process customer warranty inquiries and claims, including inquiries and claims relating to ballast and lamp components, through our customer service department.

Services

We provide a range of lighting-related energy management services to customers, including:

- comprehensive site assessment, which includes a review of the current lighting and controls including IoT enabled devices requirements and energy usage at the customer's facility;
- site field verification, or SFV, during which we perform a test implementation of our energy management system at a customer's facility;
- utility incentive and government subsidy management, where we assist our customers in identifying, applying for and obtaining available utility incentives or government subsidies;
- engineering design, which involves designing a customized system to suit our customers' facility lighting and energy management needs, and providing the customer with a written analysis of the potential energy savings and lighting and environmental benefits associated with the designed system;
- project management, which involves us working with the electrical contractor in overseeing and managing all phases of implementation from delivery through installation for a single facility or through multi-facility roll-outs tied to a defined project schedule;
- installation services, for our products, which we provide through our national network of qualified third-party installers;
- complete facility design commissioning of IoT enabled control devices
- recycling in connection with our retrofit installations, where we remove, dispose of and recycle our customer's legacy lighting fixtures; and
- lighting and electrical system maintenance services both preventative and reactive in nature.

We also provide similar turnkey services to our EV customers that include site audit, engineering, grant filing, installation, commissioning and network services. Our maintenance business provides services that includes both preventative and reactive services. We also provide other services that comprise a small amount of our revenue.

Our Customers

We primarily target commercial, institutional and industrial customers who have warehousing, retail, manufacturing and office facilities. In fiscal 2025, one customer accounted for 24.3% of our total revenue. In fiscal 2024, that same customer accounted for 25.2% of our total revenue, and in fiscal 2023, this same customer accounted for 16.2% of our total revenue. In fiscal 2026, we expect that our customer concentration will continue at the approximate level experienced in fiscal 2025. As we continue to attempt to diversify our customer base by expanding our reach to national accounts, ESCOs, the agent-driven distribution channel, lighting maintenance customers and the EV market, we expect to continue to derive a significant percentage of our revenue from contracts with one or a limited number of customers. These contracts are entered into in the ordinary course of business and typically provide that we will deliver products and services on a work order or purchase order basis and any purchase order may be terminated prior to shipment. Our

maintenance work orders or contracts may be for discrete projects or may have multi-year terms. These contracts generally do not guarantee that the customer will buy our products or services.

The amount and concentration of our revenues with one or more customers may fluctuate on a year to year or quarter to quarter basis depending on the number of purchase orders issued by our customers. The loss of a significant customer or the termination of a material volume of purchase orders (or the underlying agreements) could have a material adverse effect on our results of operations.

Sales and Marketing

We sell our lighting products in one of three ways: (i) directly as a result of Orion offering turnkey installation services; (ii) indirectly through independent sales agencies and broadline North American distributors; and (iii) through ESCOs. As of the end of fiscal 2025 we had 36 ESCO partners and independent lighting agencies representing us in substantially all of North America. We work cooperatively with our indirect channels through participation in national trade organizations and by providing product and sales training.

We have historically focused our marketing efforts on traditional direct advertising, as well as developing brand awareness through customer education and active participation in trade shows and energy management seminars. These efforts have included participating in national, regional and local trade organizations, exhibiting at trade shows, executing targeted digital campaigns, advertising in select publications, public relations campaigns, social media and other lead generation and brand-building initiatives.

Competition

The market for energy-efficient lighting products, EV charging solutions and maintenance services is fragmented. We face strong competition primarily from manufacturers and distributors of lighting products and services as well as electrical contractors. We compete primarily on the basis of technology, cost, performance, quality, customer experience, energy efficiency, customer service and marketing support. We compete against other value-added resellers and electrical contractors in the EV charging market. We compete against a variety of service providers for lighting maintenance.

There are a number of lighting fixture manufacturers that sell LED products that compete with our lighting product lines. Lighting companies such as Acuity Brands, Inc., Signify Co., Cree Lighting, LSI Industries, Inc. and Current Lighting Solutions, LLC, are some of our main competitors within the commercial office, retail and industrial markets. We are also facing increased competition from manufacturers in low-cost countries.

Intellectual Property

As of March 31, 2025, we had been issued over 100 United States patents and have applied for a number of additional United States patents. The patented and patent pending technologies cover various innovative elements of our products, including our HIF and LED fixtures. Our patented LDRTM product allows for a significantly quicker installation when compared to competitor's commercial office lighting products. We offer smart lighting controls that allow our lighting fixtures to selectively provide a targeted amount of light where and when it is needed most.

We believe that our patent portfolio as a whole is material to our business. We also believe that our patents covering our ability to manage the thermal and optical performance of our lighting products are material to our business, and that the loss of these patents could significantly and adversely affect our business, operating results and prospects.

Backlog

Backlog represents the amount of revenue that we expect to realize in the future as a result of firm, committed orders. Our backlog as of March 31, 2025 and March 31, 2024 totaled \$17.3 million and \$22.0 million, respectively. We generally expect our backlog to be recognized as revenue within one year. Backlog does not include any amounts for contracted maintenance services.

Manufacturing and Distribution

We lease an approximately 266,000 square foot primary manufacturing and distribution facility located in Manitowoc, Wisconsin, where most of our products are manufactured. We utilize both solar and wind power to support the energy requirements for our manufacturing facility, allowing us to reduce our carbon footprint.

We generally maintain a significant supply of raw material and purchased and manufactured component inventory. We contract with transportation companies to ship our products and manage all aspects of distribution logistics. We generally ship our products directly to the end user.

Research and Development

Our research and development efforts are centered on developing new LED products and technologies and enhancing existing products. The products, technologies and services we are developing are focused on increasing end user energy efficiency and enhancing lighting output. Over the last three fiscal years, we have focused on developing additional LED products, resulting in our development and commercialization of several new suites of LED interior high bay products.

We operate a research and development lab and test facilities in our Jacksonville, Florida and Manitowoc, Wisconsin locations.

Regulatory Matters

Our operations are subject to federal, state, and local laws and regulations governing, among other things, emissions to air, discharge to water, the remediation of contaminated properties and the generation, handling, storage, transportation, treatment, and disposal of, and exposure to, waste and other materials, as well as laws and regulations relating to occupational health and safety. We believe that our business, operations, and facilities are being operated in compliance in all material respects with applicable environmental and health and safety laws and regulations.

State, county or municipal statutes often require that a licensed electrician be present and supervise each retrofit project. Further, all installations of electrical fixtures are subject to compliance with electrical codes in virtually all jurisdictions in the United States. In cases where we engage independent contractors to perform our retrofit projects, we believe that compliance with these laws and regulations is the responsibility of the applicable contractor.

Our Corporate and Other Available Information

We were incorporated as a Wisconsin corporation in April 1996 and our corporate headquarters are located at 2210 Woodland Drive, Manitowoc, Wisconsin 54220. Our Internet website address is www.orionlighting.com. Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are available through the investor relations page of our internet website free of charge as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Securities and Exchange Commission ("SEC"). We are not including the information contained on our website as part of, or incorporating it by reference into, this report.

Human Capital

As of March 31, 2025, we had approximately 182 full-time employees. We also employ temporary employees in our manufacturing facility as demand requires. Our employees are not represented by any labor union, and we have never experienced a work stoppage or strike due to employee relations.

We are an employee-centric organization, maintaining a safe and respectful environment that provides opportunity for our employees.

We believe our employees are among our most important resources and are critical to our continued success. We focus significant attention on attracting and retaining talented and experienced individuals to manage and support our operations. We pay our employees competitively and offer a broad range of company-paid benefits, which we believe are competitive with others in our industry.

We are committed to hiring, developing and supporting a diverse and inclusive workplace. Our management teams and all of our employees are expected to exhibit and promote honest, ethical and respectful conduct in the workplace. We will not tolerate discrimination or harassment in any form. All of our employees must adhere to a code of conduct that sets standards for appropriate behavior and includes required annual training on preventing, identifying, reporting and stopping any type of unlawful discrimination.

ITEM 1A. RISK FACTORS

You should carefully consider the risk factors set forth below and in other reports that we file from time to time with the Securities and Exchange Commission and the other information in this Annual Report on Form 10-K. The matters discussed in the following risk factors, and additional risks and uncertainties not currently known to us or that we currently deem immaterial, could have a material adverse effect on our business, financial condition, results of operations and future growth prospects and could cause the trading price of our common stock to decline.

Risk Factor Summary

Our business is subject to a number of risks and uncertainties, including those highlighted immediately following this summary. Some of these risks are summarized below:

- Our existing liquidity and capital resources may not be sufficient to allow us to fund or sustain our working capital requirements or pay our contractual or debt obligations.
- Our payment of the remaining Voltrek acquisition earn-out obligations may involve either payments in cash or our issuance of our common stock, which could materially affect our liquidity and/or result in significant dilution to our shareholders. In addition to the \$1 million of our common stock issuable on the 14th trading day after our public announcement of our fiscal 2025 financial results, we also have the option to pay up to 20% of the then remaining earn-out obligation at maturity in shares of our outstanding common stock. Such issuances of our common stock likely will be materially dilutive to our shareholders.
- The amount of our remaining Voltrek acquisition earn-out obligations will likely be subject to resolution by an independent accounting firm. Such finally determined earn-out amount may exceed our current accrued liability for such earn-out amount and could materially affect our future liquidity;
- We may need to raise additional equity capital or subordinated or convertible debt to provide us with additional liquidity and capital resources to help fund our operations, pay our senior and anticipated subordinated debt obligations and pay our remaining Voltrek earn-out obligations. At our current stock price, any such equity capital raise would likely be materially dilutive to our shareholders.
- Over the past several years, we have incurred substantial net losses and negative cash flow. If these trends continue, our liquidity and financial condition will be further materially adversely affected.
- We are experiencing ongoing increasing pressures to reduce the selling price of our lighting products and incur the related negative impact on our gross margins, driven largely by the ongoing increase in competition from foreign competitors.
- If we are unable to comply with NASDAQ's minimum bid price requirement, including by effecting a reverse stock split, prior to September 15, 2025, our common stock may be delisted from NASDAQ. A reverse stock split may result in decreased trading volume and liquidity for our shares.
- Our ability to achieve our budgeted fiscal 2026 revenue expectations, and related public fiscal 2026 revenue guidance, will have a significant impact on our cash flow and stock price and ability to fund our operations and satisfy our debt obligations.
- Government tariffs and other actions have adversely affected, and may continue to adversely affect, our business, resulting in increased costs and reduced gross margins.
- The reduction or elimination of incentives from the United States government for investments in EV charging infrastructure may reduce demand for public EV charging products, in addition to reducing overall demand for EVs.
- We do not have major sources of recurring revenue, and we depend upon a limited number of customers in any given period to generate a substantial portion of our revenue. The reduction of revenue from our most significant customer over the past several fiscal years has had, and the potential future loss of other significant customers or a major customer would likely have, a materially adverse effect on our results of operations, financial condition and cash flows.
- The reduction or elimination of investments in, or incentives to adopt, LED lighting or the elimination of, or changes in, policies, incentives or rebates in certain states or countries that encourage the use of LEDs over some traditional lighting technologies, including due to federal funding restrictions in the United States, could cause the demand for our lighting products to slow.
- We are currently implementing a new ERP system, which will involve substantial cost and potential disruption to our normal operations. Our inability to successfully manage the implementation of our new ERP system could adversely affect our

ability to operate our business and otherwise negatively affect our financial reporting and the effectiveness of our internal control over financial reporting.

- A substantial portion of our revenues are derived from major project-based retrofit work that is awarded through a competitive bid process. It is generally difficult to predict the timing of projects that will be awarded, which can impact our ability to achieve our expected financial results.
- Our continued emphasis on indirect distribution channels to sell our products and services to supplement our direct distribution channels has had limited success to date.
- Goodwill and other intangibles acquired through acquisitions could be impacted by our continued net losses and low levels of liquidity, thus resulting in a potential valuation impairment.
- Our products use components and raw materials that may be subject to price fluctuations, shortages or interruptions of supply, particularly resulting from tariffs and other trade restrictions.
- We increasingly rely on third-party manufacturers for the manufacture and development of our products and product components.
- We are subject to the risk of a cybersecurity breach.
- Macroeconomic pressures in the markets in which we operate may adversely affect our financial results.
- Adverse conditions in the global economy have negatively impacted, and could in the future negatively impact, our customers, suppliers and business.
- The success of our LED lighting retrofit solutions depends, in part, on our ability to claim market share away from our competitors.

Risks Related to Our Business

Financial Risks

Our existing liquidity and capital resources may not be sufficient to allow us to fund or sustain our working capital requirements or pay our contractual or debt obligations.

Our existing liquidity and capital resources may not be sufficient to allow us to effectively fund or sustain our working capital requirements or pay our contractual or debt obligations, including our senior debt to Bank of America or our remaining earn-out obligations owed in connection with our acquisition of Voltrek. If we require additional capital resources, we may not be able to obtain sufficient equity capital and/or debt financing on acceptable terms or conditions, or at all. Factors affecting the availability to us of additional equity capital or debt financing on acceptable terms and conditions, or in sufficient amounts, include:

- Our history of operating losses over the past several years;
- Our frequent inability to achieve our financial results guidance or budget expectations;
- Our anticipated senior debt and subordinated earn-out debt obligations and security interests in substantially all of our assets;
- The use of funds to help satisfy our remaining Voltrek earn-out obligations;
- Our current and future financial condition;
- Our limited collateral availability;
- Our current customer concentration;
- The market's, investors' and lenders' view of our company, industry and products;
- Our ability to achieve budgeted expectations or revenue guidance and the perception in the equity and debt markets of our ability to execute and sustain our business plan or achieve our operating results expectations;
- The price, volatility and trading volume and history of our common stock;
- Our ability to successfully attain shareholder approval of, and complete, a reverse stock split that helps us to avoid being delisted from NASDAQ on September 25, 2025;
- The impact of tariffs and other macroeconomic and geopolitical factors on our profitability.

Our inability to obtain the equity capital or debt financing necessary to fund our operations could force us to scale back or restructure our operations or our senior or anticipated subordinated debt obligations. If we are unable to obtain any necessary additional equity capital or debt financing, our results of operations, financial condition and cash flows could be materially adversely affected.

Our payment of the remaining Voltrek acquisition earn-out obligations may involve either payments in cash or our issuance of our common stock, which could materially affect our liquidity, limit our operational and financial flexibility and/or result in significant dilution to our shareholders.

On June 23, 2025, we entered into a binding term sheet (the “Term Sheet”) with Final Frontier, LLC (“Final Frontier”) and its owner, the prior owners of Voltrek, with respect to our remaining earn-out obligations owed to Final Frontier pursuant to our October 5, 2022 acquisition of Voltrek. Pursuant to the Term Sheet, on August 1, 2025, we will pay Final Frontier \$875,000 in full and final payment of our Voltrek acquisition fiscal 2024 earn-out obligations. We also agreed with Final Frontier to submit the final determination of our fiscal 2025 and aggregate fiscal 2023 through fiscal 2025 earn-out obligations to binding arbitration if not otherwise mutually agreed by the parties. We agreed to pay to Final Frontier the finally determined remaining earn-out amount as follows: (i) \$1.0 million in our common stock issuable 14 trading days after our fiscal 2025 earnings announcement and (ii) the remaining amount pursuant to an anticipated senior subordinated second lien note maturing on July 15, 2027 (the “Senior Subordinated Note”). We agreed to pay monthly principal payments to Final Frontier on the anticipated Senior Subordinated Note of \$25,000 beginning on January 15, 2026, which will increase to \$50,000 on July 15, 2026 through maturity. We will also pay interest monthly to Final Frontier at the annual rate of 7% beginning on July 15, 2025. We have the right to pay up to 20% of the remaining outstanding earn-out amount at maturity in shares of our common stock. The anticipated Senior Subordinated Note will be subordinated to our senior credit facilities with Bank of America and will be secured by a second lien on all of our assets. We and Final Frontier agreed to use our respective commercially reasonable best efforts to agree to final documentation further reflecting the terms and conditions set forth in the Term Sheet within 30 days of entering into the Term Sheet.

The requirement to repay our remaining Voltrek acquisition earn-out obligations, as well as our senior debt with Bank of America, may negatively impact our liquidity or limit our operational and financial flexibility, as well as divert resources from operating expenses, potentially harming relationships with suppliers, hindering growth strategies and jeopardizing our business. In addition, such obligations could result in holders of our common stock not receiving any consideration in a sale of our business, or if we were to liquidate, dissolve or wind-up, either voluntarily or involuntarily. Additionally, our payments of some of our Voltrek earn-out obligations in shares of our common stock may result in our existing shareholders experiencing significant dilution to the value of their investment in our common stock.

Our remaining Voltrek acquisition earn-out obligations are likely to be subject to disagreement between us and the sellers of Voltrek and subject to final resolution by an independent accounting firm. Such finally determined earn-out amount could be in excess of our current accrued liability for such earn-out amount and could materially adversely affect our future liquidity.

We may owe additional material earn-out payments based on Voltrek’s financial performance in fiscal 2025. We have currently accrued an estimated liability of approximately \$3.3 million for such earn-out payments. The total amount due will be subject to acceptance between us and the sellers of Voltrek. If there is any disagreement over the final amount, it would likely be subject to final resolution by an independent accounting firm. The final earn-out amount determined to be owed by us could be in excess of our current accrued liability for such earn-out amount and could materially adversely affect our liquidity.

We may need to raise additional equity capital or subordinated or convertible debt to provide us with additional liquidity and capital resources to help fund our operations and pay our senior debt to Bank of America and our remaining Voltrek acquisition earn-out obligations. At our current stock price, such an equity or convertible debt raise would likely be materially dilutive to our shareholders.

We may need to raise additional equity capital or subordinated or convertible debt in order to fund our operations, pay our senior debt to Bank of America and pay our remaining Voltrek earn-out obligations, and may pursue equity or debt financings, which may be materially dilutive to our existing shareholders. At our current stock price, the issuance of additional common stock or convertible debt would significantly dilute the value our common stock held by existing shareholders. Similarly, any new securities we may issue may carry preferences, superior voting rights, or additional terms that could adversely affect shareholders of our common stock. Future

capital raising efforts may incur substantial costs, such as investment banking, legal and accounting fees, and could lead to non-cash expenses that further negatively impact our financial condition.

Our ability to achieve our budgeted fiscal 2026 revenue expectations, and related public fiscal 2026 revenue guidance, will have a significant impact on our cash flow and stock price and ability to fund our operations and satisfy our debt obligations.

We have historically had difficulties in achieving our budgeted revenue expectations, and related public annual revenue guidance. Our ability to achieve our budgeted fiscal 2026 revenue expectations, and related public fiscal 2026 revenue guidance, will have a significant impact on our cash flow, financial condition and stock price and ability to fund our operations and satisfy our debt obligations.

Any economic and political uncertainty caused by tariffs posed by the United States on other countries, and any corresponding tariffs from such other countries in response, may negatively impact demand and/or increase the cost for our products and components used in our products and reduce our gross margins.

The current United States administration is pursuing a wide range of monetary, regulatory and trade policies, including the imposition of significant tariffs on certain imports into the United States. Foreign governments, including the Chinese government, have announced their intent to implement or increase tariffs on imports from the United States in response. Certain sourced finished products and certain of the components used in our products are impacted by tariffs imposed on imports as currently in effect. If we are unable to successfully mitigate the impacts of these tariffs and other trade policies, our results of operations, financial condition and cash flows may be materially adversely affected. It remains unclear what the current United States administration or foreign governments will or will not do in the future with respect to tariffs or trade agreements and policies. A trade war, other governmental action related to tariffs or trade agreements, changes in United States social, political, regulatory and economic conditions or in laws and policies governing foreign trade, manufacturing, development and investment in the territories and countries where we currently purchase, manufacture and sell products and components, and any resulting negative sentiments towards the United States as a result of such changes, could have a material adverse effect on our results of operations, financial condition and cash flows.

Over the past several years we have incurred substantial net losses and negative cash flow. If these trends continue, our liquidity and financial condition will be further materially adversely affected.

We experienced a net loss and negative cash flows in each of the last three fiscal years. There is no guarantee that we will be able to regain or sustain profitability and positive cash flows in the future. Our inability to successfully regain or sustain our profitability and positive cash flows will materially and adversely affect our ability continue our current level of operations and satisfy our debt obligations.

We have a significant amount of goodwill and intangible assets on our balance sheet and our results of operations may be adversely affected if we are required to recognize an impairment charge against our goodwill and intangible assets.

We had goodwill of 1,484 thousand and net intangible assets of \$3,379 thousand as of March 31, 2025. In accordance with U.S. GAAP, goodwill and intangible assets with an indefinite life are not amortized but are subject to a periodic impairment evaluation. Goodwill and acquired intangible assets with an indefinite life are tested for impairment at least annually or when events and circumstances indicate that fair value of a reporting unit may be below their carrying value. Some factors that could lead to a goodwill impairment assessment would be:

- our overall financial performance, including continued net losses and low levels of liquidity;
- a material decline in the price of our common stock;
- macroeconomic factors;
- changes in our strategy or exiting a portion of the business;
- significant adverse changes in demand for our products and services; and
- related competitive considerations.

We may be required to incur material charges relating to the impairment of those assets. Such impairment charges could materially and adversely affect our business, results of operations and financial condition. In accordance with GAAP, we will continue to test goodwill for impairment at least annually or when events and circumstances trigger the requirement for an interim evaluation.

We are subject to financial and operating covenants in our senior credit agreement, and any failure to comply with such covenants, or obtain waivers in the event of non-compliance, could limit our borrowing availability or result in a default under our senior credit agreement, materially adversely impacting our liquidity. We also will be subject to similar covenants in our anticipated subordinated debt agreement evidencing our Voltrek acquisition earn-out repayment obligations.

Our senior credit agreement, and our anticipated subordinated debt agreement evidencing our Voltrek acquisition earn-out obligations, contains, and will contain, provisions that limit our future borrowing availability and sets forth other customary covenants, including certain restrictions on our ability to incur additional indebtedness, consolidate or merge, enter into acquisitions, make investments, pay any dividend or distribution on our stock, redeem, repurchase or retire shares of our stock, or pledge or dispose of assets.

There can be no assurance that we will be able to comply with the financial and other covenants in our senior and anticipated subordinated debt agreements. Our failure to comply with these covenants could cause us to be unable to borrow under the senior credit agreement and may constitute an event of default under our senior and anticipated subordinated debt agreements, which, if not cured or waived, could result in the acceleration of the maturity of any indebtedness then outstanding under our senior and subordinated debt agreements and, which would require us to pay all amounts then outstanding. Such an event would materially adversely affect our financial condition and liquidity. Additionally, such events of non-compliance could impact the terms of any additional borrowings and/or any credit renewal terms. Any failure to comply with such covenants may be a disclosable event and may be perceived negatively. Such perception could adversely affect the market price for our common stock and our ability to obtain financing in the future.

Our net operating loss carry-forwards provide a future benefit only if we regain sustained profitability and may be subject to limitation based upon ownership changes.

We have significant federal net operating loss carry-forwards and state net operating loss carry-forwards. If we are unable to regain sustained profitability, we will not be able to fully utilize these tax benefits. Furthermore, generally a change of more than 50% in the ownership of a company's stock, by value, over a three-year period constitutes an ownership change for federal income tax purposes. An ownership change may limit a company's ability to use its net operating loss carry-forwards attributable to the period prior to such change. As a result, our ability to use our net operating loss carry-forwards attributable to the period prior to such ownership change to offset taxable income could be subject to limitations in a particular year, which could potentially result in our increased future tax liability.

Risks Related to Our Common Stock

Our failure to meet the continued listing requirements of NASDAQ may result in the delisting of our common stock on NASDAQ, and we likely will need to seek to effect a reverse stock split of our common stock to avoid delisting by September 15, 2025.

Our common stock is currently listed on NASDAQ, which has qualitative and quantitative listing criteria. On September 20, 2024, we received written notice from NASDAQ that we were not in compliance with NASDAQ's minimum bid price requirement for continued listing on NASDAQ, as the closing bid price of our common stock had been below \$1.00 per share for 30 consecutive trading days. We were granted 180-calendar days, or until March 19, 2025 to regain compliance with the minimum bid price requirement. On March 19, 2025, we submitted a formal request to NASDAQ for an additional 180-calendar day period to regain compliance with the minimum bid price requirement and provided written notice to NASDAQ that we intend to effectuate a reverse stock split during the additional compliance period if necessary to regain compliance with the minimum bid price requirement.

On March 20, 2025, we received a letter from NASDAQ notifying us that we were eligible for an additional 180-calendar day period, or until September 15, 2025, to regain compliance with the minimum bid price requirement. If we do not regain compliance by September 15, 2025, then NASDAQ will notify us of its determination to delist our common stock from trading on NASDAQ. Although we would have an opportunity to appeal the delisting determination to a hearings panel, under NASDAQ rules, our delisting from NASDAQ would be effective on or about September 16, 2025.

We will likely need to seek to effect a reverse stock split of our common stock prior to September 15, 2025 in order to attempt to comply with the NASDAQ minimum bid price requirements. We will likely seek shareholder approval at our 2025 annual meeting of shareholders to allow our Board to implement a reverse stock split. There can be no assurance we will be able to obtain shareholder approval for such a reverse stock split proposal. We may be unable to complete a reverse stock split, and even if we do, we may still be unable to meet the minimum bid price requirement, and we may be unable to meet other applicable NASDAQ listing requirements, including maintaining minimum levels of shareholders' equity or market values of our common stock.

If NASDAQ delists our common stock from trading on its exchange, we expect our common stock could be quoted on an over-the-counter market. If this were to occur, we could face significant material adverse consequences, including:

- a limited availability of market quotations for our common stock;
- reduced liquidity for our common stock;
- a determination that our common stock is a "penny stock" which will require brokers trading in our common stock to adhere to more stringent rules and possibly result in a reduced level of trading activity in the secondary trading market for our common stock;
- reduced level of analyst coverage; and
- a decreased ability to issue additional securities or obtain additional financing in the future.

Our shareholders may experience substantial dilution in the value of their investment or may otherwise have their interests impaired to the extent we issue additional shares of our common stock.

Our Amended and Restated Articles of Incorporation allow us to issue up to 230 million shares, consisting of 200 million shares of our common stock and 30 million shares of our preferred stock. We may in the future issue additional shares of our common stock or other securities convertible into or exchangeable for our common stock, which could result in substantial dilution to the interests of existing shareholders. For example, on the 14th trading day after we announce our fiscal 2025 financial results, we will issue Final Frontier \$1.0 million in shares of our common stock. At our per share price of \$0.67 on May 30, 2025, that would result in us issuing approximately 1,492,537 shares of our common stock. Additionally, we have the option to pay up to 20% of the then remaining outstanding balance of our Voltrek earn-out obligations at maturity in shares of our common stock (or over 4% of our currently outstanding common stock).

Additionally, to raise additional capital, we may in the future sell additional shares of our common stock or other securities convertible into or exchangeable for our common stock at prices that are lower than the prices paid by existing shareholders, and investors purchasing shares or other securities in the future could have rights superior to existing shareholders, which could result in substantial dilution to the interests of existing shareholders.

If securities or industry analysts do not continue to publish research or publish inaccurate or unfavorable research about our business, our stock price and trading volume could decline.

The trading market for our common stock may continue to depend, in part, on the research reports that securities or industry analysts publish about us and our peer group companies. If these analysts do not continue to provide adequate research coverage or if one or more of the analysts who covers us downgrades our stock, lowers our stock's price target or publishes inaccurate or unfavorable research about our business, our stock price would likely decline. For example, if our common stock is delisted from NASDAQ, our analysts may not continue to provide regular reports on our company. If one or more of these analysts ceases coverage of our company or fails to publish reports on us regularly, demand for our stock could decrease, which could cause our stock price and trading volume to decline.

We are not currently paying dividends on our common stock and will likely continue not paying dividends for the foreseeable future.

We have never paid or declared any cash dividends on our common stock. We currently intend to retain all available funds and any future earnings to fund the continued operation of our business and repay our senior debt and anticipated senior subordinated debt. We do not anticipate paying any cash dividends on our common stock in the foreseeable future. In addition, the terms of our existing revolving credit agreement and our senior subordinated debt restrict the payment of cash dividends on our common stock. Any future determination to pay dividends will be at the discretion of our board of directors and will depend on our financial condition, results of

operations, capital requirements, contractual restrictions and other factors that our Board deems relevant. The restrictions on, and decision not to, pay dividends on our common stock may impact our ability to attract certain investors and raise funds, if necessary, in the capital markets.

Anti-takeover provisions included in the Wisconsin Business Corporation Law, provisions in our Amended and Restated Articles of Incorporation or Bylaws could delay or prevent a change of control of our company, which could adversely impact the value of our common stock and may prevent or frustrate attempts by our shareholders to replace or remove our current Board or management.

A change of control of our company may be discouraged, delayed or prevented by certain provisions of the Wisconsin Business Corporation Law. These provisions generally restrict a broad range of business combinations between a Wisconsin corporation and a shareholder owning 15% or more of our outstanding common stock. These and other provisions in our Amended and Restated Articles of Incorporation, including our staggered Board and our ability to issue “blank check” preferred stock, as well as the provisions of our Amended and Restated Bylaws and Wisconsin law, could make it more difficult for shareholders or potential acquirers to obtain control of our Board or initiate actions that are opposed by our then-current Board, including to delay or impede a merger, tender offer or proxy contest involving our company or result in a lower price per share paid to our shareholders.

In addition, our employment arrangements with senior management provide for severance payments and accelerated vesting of benefits, including accelerated vesting of stock options and restricted stock awards, upon a change of control and a subsequent qualifying termination. These provisions could limit the price that investors might be willing to pay in the future for shares of our common stock, thereby adversely affecting the market price of our common stock. These provisions may also discourage or prevent a change of control or result in a lower price per share paid to our shareholders.

The market price of our common stock could be adversely affected by future sales of our common stock in the public market by us or our executive officers and directors.

We and our executive officers and directors may from time to time sell shares of our common stock in the public market or otherwise. We cannot predict the size or the effect, if any, that future sales of shares of our common stock by us or our executive officers and directors, or the perception of such sales, will have on the market price of our common stock.

Operational Risks

Our products use components and raw materials that may be subject to price fluctuations, shortages or interruptions of supply, including semiconductor chips. If we are unable to maintain supply sources of our components and raw materials or if our sources fail to satisfy our supply requirements, we may lose sales and experience increased component costs.

We are vulnerable to price increases, as well as transportation and delivery delays, for components and raw materials that we require for our products, including aluminum, copper, certain rare earth minerals, semiconductor chips, power supplies and LED chips and modules. In particular, we utilize semiconductor chips in our LED lighting products and control sensors. For example, our ability to source semiconductor chips has been adversely affected in the recent past and could occur again. Difficulty in sourcing necessary components in the past has resulted in increased component delivery lead times, delays in our product production and increased costs to obtain components with available semiconductor chips. To the extent a semiconductor chip shortage occurs or our ability to acquire the parts necessary to conduct our business operations, such as other necessary finished goods, is materially affected, our production ability and results of operations will be adversely affected.

Limitations inherent within our supply chain of certain of our components, raw materials and finished goods, including competitive, governmental and legal limitations, natural disasters, and other events, could impact costs and future increases in the costs of these items. For example, the adoption of new tariffs by the United States administration or by other countries could continue to adversely affect our profitability and availability of raw materials and components, as there can be no assurance that future price increases will be successfully passed through to customers or that we will be able to find alternative suppliers. Further, suppliers’ inventories of certain components that our products require may be limited and are subject to acquisition by others and we may not, as a result, have the necessary inventory of parts and goods necessary to conduct our operations. We have in the past purchased excess quantities of certain components critical to our product manufacturing, but there is no guarantee that we will be able to follow or continue to follow this practice in the future. As a result, we have had, and may need to continue, to devote additional working capital to support

component and raw material inventory purchases that may not be used over a reasonable period to produce saleable products, and we may be required to increase our excess and obsolete inventory reserves to account for these excess quantities, particularly if demand for our products does not meet our expectations. Also, any further delays, shortages or interruptions in the supply of our components or raw materials could further disrupt our operations. If any of these events occur, our results of operations, financial condition and cash flows could be materially adversely affected.

The success of our EV segment ultimately depends on consumers' willingness to adopt electric vehicles in an unstable and changing market.

Our EV segment is highly dependent upon the adoption by consumers of EVs, and we are subject to a risk of any reduced demand for EVs. If the market for EVs does not gain broader market acceptance, develops slower than we expect or faces a setback, our business, prospects, financial condition and operating results will be harmed. The market for alternative fuel vehicles is relatively new, rapidly evolving, characterized by rapidly changing technologies, price competition, additional competitors, evolving government regulation and industry standards, frequent new vehicle announcements, long development cycles for EV original equipment manufacturers, and changing consumer demands and behaviors.

Recent changes in government and regulatory support for EV adoption, including incentives, mandates, infrastructure investment and emissions regulations and federal funding for EV infrastructure development, may negatively impact the adoption by consumers of EVs. For example, on January 20, 2025, President Trump signed Executive Order 14154 "Unleashing American Energy", which may have direct implications on the policies and regulations that impact the automotive and transportation industries, including the rescission of waivers granted by the EPA for zero emission vehicle regulations. Moreover, federal support for EV adoption generally may be in jeopardy under the current administration, as prior executive orders directing the federal government to transition to an all-electric fleet of cars and trucks have been rescinded. Additionally, the Trump administration has halted significant federal funding for EV infrastructure and has ordered the termination of federal subsidy programs for EVs. Such reduction or elimination of governmental support, including federal funding, for EV infrastructure development could negatively impact demand for our products and services.

The current administration has also proposed further increases of tariffs on certain foreign imports into the United States. In addition to adversely impacting our ability to source components for our charging network and the cost of such components, new or increased tariffs may also result in a suppressed EV market, fewer EVs on the road and lower demand for EV chargers, which would have an adverse effect on our business, prospects, financial condition and results of operations.

Other factors that may influence the purchase and use of alternative fuel vehicles, specifically EVs, include:

- perceptions about EV quality, safety (in particular with respect to lithium-ion battery packs), design, performance and cost, especially if adverse events or accidents occur that are linked to the quality or safety of EVs;
- the limited range over which EVs may be driven on a single battery charge and concerns about running out of power while in use;
- concerns regarding the stability of the electrical grid;
- improvements in the fuel economy of the internal combustion engine;
- consumers' desire and ability to purchase a luxury automobile or one that is perceived as exclusive;
- the environmental consciousness of consumers;
- volatility in the cost of oil and gasoline;
- consumers' perceptions of the dependency of the United States on oil from unstable or hostile countries and the impact of international conflicts;
- government regulations and economic incentives promoting fuel efficiency and alternate forms of energy, or the reduction or elimination thereof;
- access to charging stations, standardization of EV charging systems and consumers' perceptions about convenience and cost to charge an EV; and
- the availability of tax and other governmental incentives to purchase and operate EVs or future regulation requiring increased use of nonpolluting vehicles.

The influence of any of the factors described above may negatively impact the widespread consumer adoption of EVs, which could materially and adversely affect our EV segment business, operating results, financial condition and prospects.

The reduction or elimination of incentives from the United States government for investments in EV charging infrastructure may reduce demand for public EV charging products, in addition to reducing overall demand for EVs.

The current administration has paused and rescinded policies relating to investment in EV charging infrastructure, and there is uncertainty over what public policy with respect to EV charging infrastructure will be under the current or future administrations. For example, the current administration has directed agencies to pause disbursement of funds appropriated through two laws signed by the previous administration — the Inflation Reduction Act and Infrastructure Investment and Jobs Act — including funding for EV charging stations. The infrastructure law allocated \$7.5 billion to building out a network of public plugs across the country. Additionally, spending has been halted under programs such as the National Electric Vehicle Infrastructure (NEVI) program, which provides funding for building out EV charging infrastructure, and prior approvals of funding under the NEVI program have been rescinded. The halt of, and potential elimination of, incentives from the United States Government may decrease demand for, funding of and profitability of EV charging products. In connection with the reduction in incentives for investments in EV charging infrastructure, demand for at home charging products may outpace demand for public charging products, which will adversely impact demand for our products and services.

Our inability to successfully manage the implementation of a new Enterprise Resource Planning (“ERP”) system may adversely affect our business, results of operations and cash flows and may adversely impact the effectiveness of our internal controls over financial reporting.

We are currently implementing a new ERP system. ERP implementations are complex, labor intensive, and time-consuming projects, which also involve substantial expenditures on system software and implementation activities. The new ERP system will be important to our ability to provide important information to our management, obtain, and deliver products, provide services and customer support, accurately maintain books and records, provide accurate, timely and reliable reports on our financial and operating results, and otherwise operate our business. ERP implementations also require transformation of business and financial processes in order to reap the benefits of the ERP system. Any such implementation involves risks inherent in the conversion to a new computer system technology solution, including loss of information and potential disruption to our normal operations. The implementation and maintenance of the new ERP system will require, the investment of significant financial and human resources, the re-engineering of processes of our business, and the attention of many employees who would otherwise be focused on other aspects of our business. Our results of operations could be adversely affected if we experience time delays or cost overruns during the ERP implementation process, or if we are unable to reap the benefits we expect from the ERP system. Any material deficiencies in the design and implementation of the new ERP system could also result in potentially materially higher costs and could adversely affect our ability to operate our business and otherwise negatively affect our financial reporting and the effectiveness of our internal control over financial reporting. Any of these consequences could have a material adverse effect on our results of operations, financial condition and cash flows.

We do not have major sources of recurring revenue, and we depend upon a limited number of customers in any given period to generate a substantial portion of our revenue. The reduction of revenue from our most significant customer over the past several fiscal years has had, and the potential future loss of other significant customers or a major customer would likely have, a materially adverse effect on our results of operations, financial condition and cash flows.

A substantial portion of our revenues are derived from project-based work that is awarded through a competitive bid process. It is generally difficult to predict the timing and success rate of the projects that we bid and will be awarded. In prior fiscal years, one customer represented more than 40% of total revenues, which has not recurred in recent fiscal years. The reduction of revenue from this customer has had a material adverse effect on our results of operations, financial condition and cash flow. While this customer continues to be a substantial source of business for us (24.3% of our fiscal 2025 revenue), we continue to attempt to diversify our customer base and expand our reach to national accounts, ESCOs, the agent driven distribution channel, lighting maintenance customers and the EV market, there is no assurance we will be successful in replacing this reduced revenue. Additionally, even as we progress toward diversifying our customer base, timing of execution on projects with new or additional customers is unpredictable.

Our ability to achieve our desired revenue and profitability goals depends on our ability to effectively and timely execute on our key strategic initiatives.

Our ability to achieve our desired revenue and profitability goals depends on how effectively and timely we execute on our following key strategic initiatives:

- executing and marketing our turnkey LED retrofit capabilities to large national account customers;
- continuing our product innovation;
- leveraging our smart lighting systems to support IoT applications;
- expanding our EV charging business, including increasing cross selling our EV charging solutions to our historical sales channels and customers;
- further developing and maintaining our maintenance service offerings; and
- supporting the success of our ESCO and distribution sales channels.

There can be no assurance that we will be able to successfully implement these initiatives or, even if implemented, that they will result in the anticipated benefits to our business.

If our information technology systems security measures are breached or fail, our products may be perceived as not being secure, customers may curtail or stop buying our products, we may incur significant legal and financial exposure, and our results of operations, financial condition and cash flows could be materially adversely affected.

Our information technology systems involve the storage of our confidential information and trade secrets, as well as our customers' personal and proprietary information in our equipment, networks and corporate systems. Security breaches expose us to a risk of loss of this information, litigation and increased costs for security measures, loss of revenue, damage to our reputation and potential liability. Security breaches or unauthorized access may result in a combination of significant legal and financial exposure, increased remediation and other costs, theft and/or unauthorized use or publication of our trade secrets and other confidential business information, damage to our reputation and a loss of confidence in the security of our products, services and networks that could have an adverse effect upon our business. While we take steps to prevent unauthorized access to our corporate systems, because the techniques used to obtain unauthorized access, disable or sabotage systems change frequently or may be designed to remain dormant until a triggering event, we may be unable to anticipate these techniques or implement adequate preventative measures. Further, the risk of a security breach or disruption, particularly through cyber attacks, or cyber intrusion, including by computer hackers, foreign governments, and cyber terrorists, has generally increased as cyber attacks have become more prevalent and harder to detect and fight against. In addition, hardware, software or applications we procure from third parties may contain defects in design or manufacture or other problems that could unexpectedly compromise network and data security. Any breach or failure of our information technology systems could result in decreased revenue, increased expenses, increased capital expenditures, customer dissatisfaction and potential lawsuits, any of which could have a material adverse effect on our results of operations, financial condition and cash flows.

We increasingly rely on third-party manufacturers for the manufacture and development of our products and product components.

We have increased our utilization of third-party manufacturers for the manufacture and development of our products and product components, some of which are located overseas. Our results of operations, financial condition and cash flows could be materially adversely affected if our third-party manufacturers were to experience problems with product quality, credit or liquidity issues, or supply chain and logistics that could cause delays in delivery of the finished products and components or the raw materials used to make such products and components.

Legal, Regulatory and Compliance Risks

Government tariffs and other actions may adversely affect our business.

The United States government has, from time to time, implemented various monetary, regulatory, and trade importation restraints, penalties, and tariffs, and as a result of changes to United States and foreign government administrative policy, there may be changes to existing trade agreements, greater restrictions on free trade generally, the imposition of or significant increases in tariffs on goods imported into the United States, and adverse responses by foreign governments to United States trade policies, among other possible changes. The current United States administration is pursuing a wide range of monetary, regulatory and trade policies, including the imposition of significant tariffs on certain imports into the United States. Foreign governments, including the Chinese government, have

announced their intent to implement or increase tariffs on imports from the United States in response. Certain sourced finished products and certain of the components used in our products have been impacted by tariffs imposed on imports. Our efforts to mitigate the impact of added costs resulting from these government actions include a variety of activities, such as sourcing from non-tariff impacted countries and raising prices. We intend to implement such changes to try to pass the impact of tariff price increases to our customers, but there can be no assurance our customers will accept such price increases or that such price increases will not reduce or ability to gain new orders. If we are unable to successfully mitigate the impacts of these tariffs and other trade policies, our results of operations may be adversely affected. It remains unclear what the current United States administration or foreign governments will or will not do in the future with respect to tariffs or trade agreements and policies. A trade war, other governmental action related to tariffs or trade agreements, changes in United States social, political, regulatory and economic conditions or in laws and policies governing foreign trade, manufacturing, development and investment in the territories and countries where we currently purchase, manufacture and sell products, and any resulting negative sentiments towards the United States as a result of such changes, could have a material adverse effect on our results of operations, financial condition and cash flows.

Changes in government budget priorities, including the rollback of electric vehicle initiatives, political gridlock, and future potential government shutdown, have negatively impacted, and may in the future continue to negatively impact, our results of operations, financial condition and cash flows.

Our business strategy may rely, in part, on regulatory support for EV adoption, including incentives, mandates, infrastructure investment and emissions regulations and federal funding for EV infrastructure development. However, on January 20, 2025, President Trump signed Executive Order 14154 “Unleashing American Energy”, which may have direct implications on the policies and regulations that impact the automotive and transportation industries, including the rescission of waivers granted by the EPA for zero emission vehicle regulations. Moreover, federal support for EV adoption generally may be in jeopardy under the current administration, as prior executive orders directing the federal government to transition to an all-electric fleet of cars and trucks have been rescinded. Additionally, the Trump administration has halted significant federal funding for EV infrastructure and has ordered the termination of federal subsidy programs for EVs.

Such reduction or elimination of governmental support, including federal funding, for EV infrastructure development could negatively impact demand and payment for our products and services, hinder our growth initiatives and materially affect our results of operations, financial condition and cash flows.

Additionally, future actual and perceived changes in governmental budget priorities, and future potential government shutdowns, could adversely affect our results of operations, financial condition and cash flows. Certain government agencies purchase certain products and services directly from us. When the government changes budget priorities, such as in times of war, financial crisis, or a changed administration, or reallocates spending to areas unrelated to our business, our results of operations, financial condition and cash flows can be negatively impacted. For example, demand and payment for our products and services may be affected by public sector budgetary cycles, funding authorizations or rebates. Continued or additional future funding reductions or delays, including delays caused by political gridlock, and future potential government shutdowns, could negatively impact demand and payment for our products and services. If any of these events occur, our results of operations, financial condition and cash flows could be materially adversely affected.

The reduction or elimination of investments in, or incentives to adopt, LED lighting or the elimination of, or changes in, policies, incentives or rebates in certain states or countries that encourage the use of LEDs over some traditional lighting technologies could cause the growth in demand for our products to slow, which could have a material adverse effect on our results of operations, financial condition and cash flows.

Reductions in (including as a result of any budgetary constraints), or the elimination of, government investment and favorable energy policies designed to accelerate the adoption of LED lighting could result in decreased demand for our products and adversely affect our results of operations, financial condition and cash flows. Further, if our products fail to qualify for any financial incentives or rebates provided by governmental agencies or utilities for which our competitors’ products qualify, such programs may diminish or eliminate our ability to compete by offering products at lower prices than ours.

Strategic Risks

We are experiencing ongoing increasing pressures to reduce the average selling price of our products and related negative impact on our gross margins driven largely by the ongoing increase in competition from foreign competitors.

Our financial performance is dependent on our ability to maintain our average selling price of our products. The gross margins of our products can vary significantly, with margins ranging from 10% to 50%. While we continue to implement our strategy of emphasizing higher-margin products and services and reducing the material cost of our products, a change in the total mix of our sales toward lower margin products, the continued underutilization of our manufacturing facility and related under absorption of overhead costs, a decrease in the margins on our products as a result of competitive pressures driving down the average selling price of our products, lower sales volumes, and promotional programs to increase sales volumes significantly reduce our profitability and result in a material adverse effect on our results of operations, financial condition and cash flows. Furthermore, the average selling price of our products has been, and is likely to be further, negatively impacted by the impact of increasing foreign competition, the potential impact of tariffs or our component costs, product feature cannibalization by competitors or component providers, low-cost non-traditional sales methods by new market entrants, and comparison of our retrofit fixture products with replacement lamp equivalents. While we have previously implemented general price increases applicable to many new product orders, there is no assurance that such price increases will be accepted by our customers or succeed in increasing the average selling price of our products. In our highly competitive lighting industry, we must be able to innovate and release new products on a regular basis with features and benefits that generate increases in our average selling price and average gross margin. There can be no assurance we will be successful in achieving these goals.

If we are unable to attract, incentivize and retain our third-party distributors and sales agents, or our distributors and sales agents do not sell our products and services at the levels expected, our revenues could decline and our costs could increase.

We utilize manufacturer representative sales agencies that sell our products through distributors. Many of these sales agents and distributors are not exclusive, which means that these sales agents and distributors may sell other third-party products and services in direct competition with us. Since many of our competitors use sales agents and distributors to sell their products and services, competition for such agents and distributors is intense and may adversely affect our product pricing and gross margins. Additionally, due to mismanagement, industry trends, macro-economic developments, or other reasons, our sales agents and distributors may be unable to effectively sell our products at the levels desired or anticipated. In addition, we have historically relied on direct sales to sell our products and services, which were often made in competition with sales agents and distributors. In order to attract and form lasting partnerships with sales agents and distributors, we are attempting to overcome our historical perception as a direct sales competitor. As a result, we may have difficulty attracting and retaining sales agents and distributors and any inability to do so could have a negative effect on our ability to attract and obtain customers, which could have an adverse impact on our business.

The success of our LED lighting retrofit solutions depends, in part, on our ability to claim market share away from our competitors. If we are unable to expand our customer base and increase sales in our targeted markets, our results of operations, financial condition and cash flows will likely be materially adversely affected.

Participants in the LED market who are able to quickly establish customer relationships and achieve market penetration are likely to gain a competitive advantage as the lighting retrofit solutions offered by us and our competitors generally have a product life of several years following installation. If we are unable to broaden our customer base and achieve greater market penetration in the LED market in a timely manner, we may lose the opportunity to market our LED products and services to significant portions of the lighting systems retrofit market for several years and may be at a disadvantage in securing future business opportunities from customers that have previously established relationships with one or more of our competitors. These circumstances could have a material adverse effect on our results of operations, financial condition and cash flows.

In addition, as we continue to seek to expand our customer base within our national account, agent and ESCO sales channels, our success will depend, in part, on our ability to attract and retain talent to execute on our sales model. If we are unable to attract and retain sufficient talent, we may be unable to broaden our customer base, which will adversely affect our results of operations, financial condition and cash flows.

General Risk Factors

Adverse conditions in the global economy, including due to changes in diplomatic and trade relationships, have negatively impacted, and could in the future negatively impact, our customers, suppliers and business.

Our operations and financial performance are impacted by worldwide economic conditions. Uncertainty about global economic conditions has contributed to customers postponing purchases of our products and services in response to tighter credit, unemployment, negative financial news and/or declines in income or asset values and other macroeconomic factors. The occurrence of these

circumstances will likely have a material negative effect on demand for our products and services and, accordingly, on our results of operations, financial condition and cash flows.

In addition, global economic and political uncertainty has led many customers to adopt strategies for conserving cash, including limits on capital spending. Our lighting systems are often purchased as capital assets and therefore are subject to our customers' capital availability. Uncertainty around such availability and an increasingly volatile economic outlook has led, and may continue to lead, customers to delay their purchase decisions, which has elongated the duration of our sales cycles. Additionally, price increases in raw materials, including steel and aluminum, may impact non-residential new build schedules, and may reduce demand for our products and services. Weak economic conditions in the past have adversely affected our customers' capital budgets, purchasing decisions and facilities managers and, as a result, have adversely affected our results of operations, financial condition and cash flows. The return to a recessionary state of the global economy could potentially have negative effects on our near-term liquidity and capital resources, including slower collections of receivables, delays of existing order deliveries, postponements of incoming orders and reductions in the number and volume of purchase orders received from key customers as a result of reduced capital expenditure budgets. Our business and results of operations will be adversely affected to the extent these adverse economic conditions affect our customers' purchasing decisions.

The price of our common stock has been, and may continue to be, volatile.

Historically, the market price of our common stock has fluctuated over a wide range, and it is likely that the price of our common stock will continue to be volatile in the future. The market price of our common stock could be impacted due to a variety of factors, including:

- actual or anticipated fluctuations in our operating results or our competitors' operating results;
- our ability to achieve our analysts' results of operations expectations;
- actual or anticipated changes in the growth rate of the general LED lighting industry, our growth rates or our competitors' growth rates;
- conditions in the financial markets in general or changes in general economic conditions;
- novel and unforeseen market forces and trading strategies;
- actual or anticipated changes in governmental regulation, including taxation and tariff policies;
- interest rate or currency exchange rate fluctuations;
- our ability to forecast or report accurate financial results; and
- changes in stock market analyst recommendations regarding our common stock, other comparable companies or our industry generally.

Our quarterly revenue and operating results have fluctuated in the past and will likely vary from quarter to quarter in the future. Our results for any particular quarter are not an indication of our future performance. Our revenue and operating results may fall below the expectations of market analysts or investors in some future quarter or quarters. Our failure to meet these expectations could cause the market price of our common stock to further decline. If the price of our common stock is volatile or falls significantly, including following a potential reverse stock split, we may be the target of securities litigation or could be delisted from NASDAQ. If we become involved in this type of litigation or are delisted, regardless of the outcome, we could incur substantial legal costs, management's attention could be diverted from the operation of our business, and our reputation could be damaged, which could adversely affect our results of operations, financial condition and cash flows.

In addition, due to one or more of the foregoing factors in one or more future quarters, our results of operations may fall below the expectations of securities analysts and investors. In the event any of the foregoing occur, the market price of our common stock could be highly volatile and may materially decline.

Our inability to attract and retain key employees, our reseller network members or manufacturer representative agencies could adversely affect our operations and our ability to execute on our operating plan and growth strategy.

We rely upon the knowledge, experience and skills of key employees throughout our organization, particularly our senior management team, our sales group that requires technical knowledge or contacts in, and knowledge of, the LED industry, and our

innovation and engineering team. In addition, our ability to attract talented new employees, particularly in our sales group and our innovation and engineering team, is also critical to our success. We also depend on our distribution channels and network of manufacturer sales representative agencies. If we are unable to attract and retain key employees, resellers, and manufacturer sales representative agencies because of competition or, in the case of employees, inadequate compensation or other factors, our results of operations and our ability to execute our operating plan could be adversely affected.

The success of our business depends upon market acceptance of our energy management products and services.

Our future success depends upon the continued market acceptance of our energy management products and services and obtaining additional project management retrofit contracts, as well as customer orders for new and expanded products and services to supplement our contract with our current single largest customer. If we are unable to convince current and potential new customers of the advantages of our lighting systems and energy management products and services, or our expanded product and services offerings, then our results of operations, financial condition and cash flows will likely be materially adversely affected. In addition, because the market for energy management products and services, as well as potential new customer uses for our products and services, is rapidly evolving, we may not be able to accurately assess the size of the market, and we may have limited insight into trends that may emerge and affect our business. If the market for our lighting systems and energy management products and services, as well as potential new customer uses for our products and services, does not continue to develop as we anticipate, or if the market does not accept our products or services, then our ability to grow our business could be limited and we may not be able to increase our revenue and our results of operations, financial condition and cash flows will likely be materially adversely affected.

Macroeconomic pressures in the markets in which we operate or anticipate operating in the future may adversely affect our financial results.

Geopolitical issues around the world can impact macroeconomic conditions in where we operate and where we anticipate operating in the future and could have a material adverse impact on our financial results. For example, the ultimate impact of the conflicts in Ukraine and the Middle East on fuel prices, inflation, the global supply chain and other macroeconomic conditions is unknown and could materially adversely affect global economic growth, disrupting discretionary spending habits and generally decreasing demand for our products and services. While we do not purchase any of our significant raw materials directly from Russia or Israel, disruption in the markets resulting from such conflicts could negatively impact the macroeconomy. The conflicts in Ukraine and the Middle East may also continue to exacerbate geopolitical tensions globally.

We operate in a highly competitive industry and, if we are unable to compete successfully, our results of operations, financial condition and cash flows will likely be materially adversely affected.

We face strong competition, primarily from manufacturers and distributors of energy management products and services, as well as from ESCOs and electrical contractors. We are also facing increased competition from manufacturers in low-cost countries as the lighting market rapidly moves away from domestically made products toward sourced products at lower price points. We compete primarily on the basis of customer relationships, price, quality, energy efficiency, customer service and marketing support. Our products are in direct competition with the expanding availability of LED products, as well as other technologies in the lighting systems retrofit market.

Many of our competitors are better capitalized than we are and have strong customer relationships, greater name recognition, and more extensive engineering, manufacturing, sales and marketing capabilities. In addition, the LED market has seen increased convergence in recent years, resulting in our competition gaining increased market share and resources. Competitors could focus their substantial resources on developing a competing business model or energy management products or services that may be potentially more attractive to customers than our products or services. In addition, we may face competition from other products or technologies that reduce demand for electricity. Our competitors have, and may continue to, offer energy management products and services at reduced prices in order to improve their competitive positions. These competitive factors have, and may continue to, make it more difficult for us to attract and retain customers, or require us to lower our average selling prices in order to remain competitive, any of which could have a material adverse effect on our results of operations, financial condition and cash flows.

If we fail to establish and maintain effective internal controls over financial reporting, our business and financial results could be harmed.

Our management is responsible for establishing and maintaining effective internal control over financial reporting. Internal control over financial reporting is a process to provide reasonable assurance regarding the reliability of financial reporting for external purposes in accordance with accounting principles generally accepted in the United States. Because of its inherent limitations, internal control over financial reporting is not intended to provide absolute assurance that we would prevent or detect a misstatement of our consolidated financial statements or fraud. A failure to maintain an effective system of internal control over financial reporting could limit our ability to report our financial results accurately and in a timely manner or to detect and prevent fraud, could result in a restatement of our consolidated financial statements, and could also cause a loss of investor confidence and decline in the market price of our common stock.

Our retrofitting process frequently involves responsibility for the removal and disposal of components containing hazardous materials.

When we retrofit a customer's facility, we typically assume responsibility for removing and disposing of its existing lighting fixtures. Certain components of these fixtures typically contain trace amounts of mercury and other hazardous materials. Older components may also contain trace amounts of polychlorinated biphenyls, or PCBs. We currently rely on contractors to remove the components containing such hazardous materials at the customer job site. The contractors then arrange for the disposal of such components at a licensed disposal facility. Failure by such contractors to remove or dispose of the components containing these hazardous materials in a safe, effective and lawful manner could give rise to liability for us, or could expose our workers or other persons to these hazardous materials, which could result in claims against us which may have a material adverse effect on our results of operations, financial condition and cash flows.

Product liability claims could adversely affect our business, results of operations and financial condition.

We face exposure to product liability claims in the event that our energy management products fail to perform as expected or cause bodily injury or property damage. Since virtually all of our products use electricity, it is possible that our products could result in injury, whether by product malfunctions, defects, improper installation or other causes. Particularly because our products often incorporate new technologies or designs, we cannot predict whether or not product liability claims will be brought against us in the future or result in negative publicity about our business or adversely affect our customer relations. Moreover, we may not have adequate resources in the event of a successful claim against us. A successful product liability claim against us that is not covered by insurance or is in excess of our available insurance limits could require us to make significant payments of damages and could materially adversely affect our results of operations, financial condition and cash flows.

Our inability to protect our intellectual property, or our involvement in damaging and disruptive intellectual property litigation, could adversely affect our results of operations, financial condition and cash flows or result in the loss of use of the related product or service.

We attempt to protect our intellectual property rights through a combination of patent, trademark, copyright and trade secret laws, as well as employee and third-party nondisclosure and assignment agreements. Our failure to obtain or maintain adequate protection of our intellectual property rights for any reason could have a material adverse effect on our results of operations, financial condition and cash flows.

We own United States patents and patent applications for some of our products, systems, business methods and technologies. We offer no assurance about the degree of protection which existing or future patents may afford us. Likewise, we offer no assurance that our patent applications will result in issued patents, that our patents will be upheld if challenged, that competitors will not develop similar or superior business methods or products outside the protection of our patents, that competitors will not infringe upon our patents, or that we will have adequate resources to enforce our patents. Effective protection of our United States patents may be unavailable or limited in jurisdictions outside the United States, as the intellectual property laws of foreign countries sometimes offer less protection or have onerous filing requirements. In addition, because some patent applications are maintained in secrecy for a period of time, we could adopt a technology without knowledge of a pending patent application, and such technology could infringe a third party's patent.

We also rely on unpatented proprietary technology. It is possible that others will independently develop the same or similar technology or otherwise learn of our unpatented technology. To protect our trade secrets and other proprietary information, we generally require employees, consultants, advisors and collaborators to enter into confidentiality agreements. We cannot assure you that these agreements will provide meaningful protection for our trade secrets, know-how or other proprietary information in the event of any unauthorized use, misappropriation or disclosure of such trade secrets, know-how or other proprietary information. If we are unable to maintain the proprietary nature of our technologies, our business could be materially adversely affected.

We rely on our trademarks, trade names, and brand names to distinguish our company and our products and services from our competitors. Some of our trademarks may conflict with trademarks of other companies. Failure to obtain trademark registrations could limit our ability to protect our trademarks and impede our sales and marketing efforts. Further, we cannot assure you that competitors will not infringe our trademarks, or that we will have adequate resources to enforce our trademarks.

In addition, third parties may bring infringement and other claims that could be time-consuming and expensive to defend. Also, parties making infringement and other claims against us may be able to obtain injunctive or other equitable relief that could effectively block our ability to provide our products, services or business methods and could cause us to pay substantial damages. In the event of a successful claim of infringement against us, we may need to obtain one or more licenses from third parties, which may not be available at a reasonable cost, or at all. It is possible that our intellectual property rights may not be valid or that we may infringe upon existing or future proprietary rights of others. Any successful infringement claims could subject us to significant liabilities, require us to seek licenses on unfavorable terms, prevent us from manufacturing or selling products, services and business methods and require us to redesign or, in the case of trademark claims, re-brand our company or products, any of which could have a material adverse effect on our results of operations, financial condition and cash flows.

The cost of compliance with environmental laws and regulations and any related environmental liabilities could adversely affect our results of operations, financial condition and cash flows.

Our operations are subject to federal, state and local laws and regulations governing, among other things, emissions to air, discharge to water, the remediation of contaminated properties and the generation, handling, storage, transportation, treatment and disposal of, and exposure to, waste and other materials, as well as laws and regulations relating to occupational health and safety. These laws and regulations frequently change, and the violation of these laws or regulations can lead to substantial fines, penalties and other liabilities. The operation of our manufacturing facility entails risks in these areas and there can be no assurance that we will not incur material costs or liabilities in the future that could adversely affect our results of operations, financial condition and cash flows

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

Our Board and Audit Committee oversee risks from cybersecurity threats. Our Audit Committee reviews cybersecurity risks on a quarterly basis and our Board periodically reviews cybersecurity risks as part of its overall risk management oversight and specifically reviews cybersecurity in detail at least annually. Our Board relies on management and its use of the third-party consultants for expertise for assessing and managing our risks from cybersecurity threats. In conjunction with management, our Board considers the nature of the work provided by our operations, the potential impact of a cybersecurity event, costs, potential likelihood of an event, prior events, and benefits in its general oversight of the cybersecurity risk management.

We have experienced targeted and non-targeted cybersecurity attacks and incidents in the past that have resulted in unauthorized persons gaining limited access to our information and systems, and we could in the future experience similar attacks. To date, no cybersecurity incident or attack, or any risk from cybersecurity threats, has materially affected or has been determined to be reasonably likely to materially affect us or our business strategy, results of operations, or financial condition.

See also “Item 1A. Risk Factors — Operational Risks.”

ITEM 2. PROPERTIES

We lease our approximately 266,000 square foot manufacturing and distribution facility located in Manitowoc, Wisconsin. On January 31, 2020, we entered a new lease for the facility with a ten-year term, which had an option to terminate that expired on January 31, 2025.

We own our approximately 70,000 square foot technology center and corporate headquarters adjacent to our leased Manitowoc manufacturing and distribution facility. We also lease approximately 10,500 square feet of office space in Jacksonville, Florida and 5,375 square feet in Lawrence, Massachusetts. Additionally, Orion had a lease in Pewaukee, Wisconsin that ended in August of the current fiscal year.

The Manitowoc and Jacksonville facilities noted above are utilized by all our business segments and the Lawrence facility by our EV segment.

ITEM 3. LEGAL PROCEEDINGS

We are subject to various claims and legal proceedings arising in the ordinary course of business. As of the date of this report, we do not believe that the final resolution of any of such claims or legal proceedings would have a material adverse effect on our future results of operations.

ITEM 4. MINE SAFETY DISCLOSURES

None.

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED SHAREHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Shares of our common stock are traded on the NASDAQ Capital Market under the symbol "OESX".

Shareholders

As of May 31, 2025, there were approximately 152 record holders of the 33,305,699 outstanding shares of our common stock. The number of record holders does not include shareholders for whom shares are held in a "nominee" or "street" name.

Dividend Policy

We have never paid or declared any cash dividends on our common stock. We currently intend to retain all available funds and any future earnings to fund the development and expansion of our business, and we do not anticipate paying any cash dividends in the foreseeable future. In addition, the terms of our existing senior credit agreement restrict the payment of cash dividends on our common stock. It is expected that our anticipated subordinated debt agreement evidencing our Voltrek earn-out payment obligations will contain a similar restriction. Any future determination to pay dividends will be at the discretion of our Board and will depend on our financial condition, results of operations, capital requirements, contractual restrictions (including those under our loan agreements) and other factors that our Board deems relevant.

Securities Authorized for Issuance under Equity Compensation Plans

The following table represents shares outstanding under our 2016 Omnibus Incentive Plan as of March 31, 2025.

Plan Category	Equity Compensation Plan Information		
	Number of Shares to be Issued Upon Vesting of Restricted Shares (a)	Weighted Average Exercise Price of Outstanding Options (b)	Number of Shares Remaining Available for Future Issuances Under Equity Compensation Plans (excluding Securities Reflected in Column (a)) (c)
Equity Compensation plans approved by security holders	2,861,530	—	219,782
Equity Compensation plans not approved by security holders	—	—	—
Total	2,861,530	—	219,782

Issuer Purchase of Equity Securities

We did not purchase shares of our common stock during the fiscal year ended March 31, 2025.

Unregistered Sales of Securities

We did not effect any unregistered sales of our common stock during the fiscal year ended March 31, 2025.

ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read together with our audited consolidated financial statements and related notes included in this Annual Report on Form 10-K for the fiscal year ended March 31, 2025. See also "Forward-Looking Statements" and Item 1A "Risk Factors".

Overview

We provide state-of-the-art light emitting diode ("LED") lighting systems, wireless Internet of Things ("IoT") enabled control solutions, project engineering, energy project management design and maintenance services and electric vehicle ("EV") charging infrastructure solutions. We help our customers achieve their sustainability, energy savings and carbon footprint reduction goals through innovative technology and exceptional service. We research, design, develop, manufacture, market, sell, install, and implement energy management systems consisting primarily of high-performance, energy-efficient commercial and industrial interior and exterior LED lighting systems and related services. Our products are targeted for applications in the following primary market segments: commercial office and retail, area lighting, industrial applications and government, although we do sell and install products into other markets. Our services consist of turnkey installation and system maintenance. Virtually all of our sales occur within North America or for the US Department of Defense's military bases operating in foreign countries.

Our lighting products consist primarily of LED lighting fixtures, many of which include IoT enabled control systems. Our principal lighting customers include large national account end-users, federal and state government facilities, large regional account end-users, electrical distributors, electrical contractors and energy service companies ("ESCOs"). Currently, most of our interior lighting products are manufactured at our leased production facility located in Manitowoc, Wisconsin, although as the LED and related IoT market continues to evolve, we are increasingly sourcing products and components from third parties in order to provide versatility in our product development and offerings.

We differentiate ourselves from our competitors by offering comprehensive project management services to national account customers to retrofit their multiple locations. Our comprehensive services include initial site surveys and audits, utility incentive and government subsidy management, engineering design, and project management from delivery through to installation and controls integration. In addition, we offer lighting and electrical maintenance services which enables us to support a lifetime business relationship with our customer (which we call "Customers for Life"). We completed the acquisition of Voltrek on October 5, 2022, which further expanded our turnkey services capabilities as well as capitalized on the rapidly growing market for EV charging solutions. We completed the Stay-Lite Lighting acquisition on January 1, 2022, which further expanded our maintenance services capabilities.

We believe the market for LED lighting products and related controls continues to grow. Due to their size and flexibility in application, we also believe that LED lighting systems can address opportunities for retrofit applications that cannot be satisfied by other lighting technologies. Our LED lighting technologies have become the primary component of our revenue as we continue to strive to be a leader in the LED market.

We see opportunity to cross-sell our three platforms of lighting, maintenance services and EV charging installation systems to our commercial and industrial customer base. We are pursuing opportunities to cross-sell to direct customers, as well as through select partners. We also see opportunity for further integration of our service capabilities to expand our geographic reach and we currently intend to pursue growth organically.

Other than our multi-year maintenance service contracts, we generally do not have long-term contracts with our customers for product or turnkey services that provide us with recurring annual revenue. We typically generate substantially all of our revenue from sales of lighting and control systems and related services to governmental, commercial and industrial customers on a project-by-project basis. We also perform work under master services or product purchasing agreements with major customers with sales completed on a purchase order basis. In addition, in order to provide quality and timely service under our multi-location master retrofit agreements, we make substantial working capital expenditures and advance inventory purchases that we intend to recoup through the completion of these or similar projects.

We typically sell our lighting systems in replacement of our customers' existing fixtures. We call this replacement process a "retrofit". We frequently engage our customer's existing electrical contractor to provide installation and project management services. We also sell our lighting systems on a wholesale basis, principally to electrical distributors and ESCOs to sell to their own customer bases.

The gross margins of our products can vary significantly depending upon the types of products we sell, with margins typically ranging from 10% to 50%. As a result, a change in the total mix of our sales among higher or lower margin products can cause our profitability to fluctuate from period to period.

Our fiscal year ends on March 31. We refer to our just completed fiscal year, which ended on March 31, 2025, as "fiscal 2025", and our prior fiscal years which ended on March 31, 2024 and March 31, 2023 as "fiscal 2024" and "fiscal 2023", respectively. Our fiscal first quarter of each fiscal year ends on June 30, our fiscal second quarter ends on September 30, our fiscal third quarter ends on December 31 and our fiscal fourth quarter ends on March 31.

Reportable segments are components of an entity that have separate financial data that the entity's chief operating decision maker ("CODM") regularly reviews when allocating resources and assessing performance. Our CODM is our chief executive officer. Effective during the first quarter of fiscal 2024, we began to evaluate and report the business using three segments: lighting segment, maintenance segment and EV segment. Previously, we had four reportable segments: Orion Services Group Segment, Orion Distribution Services Segment, Orion U.S. Markets Division and Orion Electric Vehicle Charging.

Recent Developments

Replacement of our CEO

On April 14, 2025, Michael Jenkins' employment was terminated by Orion, with our Board appointing Sally A. Washlow as our new Chief Executive Officer, effective as of Mr. Jenkins' termination date.

As a result of the termination, Mr. Jenkins will receive approximately \$633 thousand in severance and the acceleration of approximately 322 thousand restricted stock awards. Mr. Jenkins forfeited approximately 646 thousand performance shares along with approximately \$170 thousand in tandem cash awards. Additionally, Mr. Jenkins forfeited restricted stock awards not vesting within two years from the termination date, which was a forfeiture of approximately 78 thousand shares.

On April 14, 2025, we entered into an Executive Employment and Severance Agreement with Ms. Washlow (the "Employment Agreement"). The Employment Agreement provides Ms. Washlow with the following compensation arrangements: (i) an annual base salary of \$382,500, provided that if our other named executive officers' base salaries are returned to their pre-reduction levels, then Ms. Washlow's base salary will also be similarly adjusted up to \$425,000; (ii) a target annual bonus of 100% (threshold 80% and maximum of 200%) of her base salary upon our relative achievement of executive incentive plan performance targets for each fiscal year; (iii) a special bonus of \$100,000 if we achieve a stretch goal of \$100 million in revenue for fiscal 2026; (iv) a cash signing bonus of \$500,000, approximately \$300,000 of which was required to be used by Ms. Washlow to purchase shares of our common stock directly from us; (v) a pre-change of control severance multiplier of 1.5x and a post-change of control severance multiplier of 2.0x; (vi) an initial equity grant consisting of a non-qualified stock option exercisable for a total of 500,000 shares of our common stock; and (vii) certain other benefits and perquisites. On May 29, 2025, our board and Ms. Washlow mutually agreed to defer Ms. Washlow's cash signing bonus and related direct purchase of common stock for up to one year, with the timing of such cash signing bonus and related direct purchase of our common stock to be reviewed quarterly and mutually agreed upon by the compensation committee and Ms. Washlow.

Voltrek Earn-Out

Effective on October 5, 2022, we acquired all of the outstanding membership interests of Voltrek, a leading electric vehicle charging company that provides turnkey installation solutions with ongoing support to all commercial verticals. The initial purchase price consisted of \$5.0 million cash and \$1.0 million of common stock. We also paid \$3.0 million in initial earn-out payments based on Voltrek's financial performance in fiscal 2023. We may owe additional material earn-out payments based on Voltrek's financial performance in fiscal 2025. We have currently accrued an estimated liability of approximately \$3.3 million for such remaining earn-out payments.

On June 23, 2025, we entered into the Term Sheet with respect to our remaining earn-out obligations owed to Final Frontier pursuant to our October 5, 2022 acquisition of Voltrek. Pursuant to the Term Sheet, on August 1, 2025, we will pay Final Frontier \$875,000 in full and final payment of our fiscal 2024 Voltrek acquisition earn-out obligations. We also agreed with Final Frontier to submit the final determination of our fiscal 2025 and aggregate fiscal 2023 through fiscal 2025 earn-out obligations to binding arbitration if not otherwise mutually agreed by the parties. We agreed to pay to Final Frontier the finally determined remaining earn-out amount as follows: (i) \$1.0 million in our common stock issuable 14 trading days after our fiscal 2025 earnings announcement and (ii) the remaining amount pursuant to the anticipated Senior Subordinated Note. We agreed to pay monthly principal payments to Final Frontier on the anticipated Senior Subordinated Note of \$25,000 beginning on January 15, 2026, which will increase to \$50,000 on July 15, 2026 through maturity. We will also pay interest monthly to Final Frontier at the annual rate of 7% beginning on July 15, 2025. We have the right to pay up to 20% of the remaining outstanding earn-out amount at maturity in shares of our common stock. The anticipated Senior Subordinated Note will be subordinated to our senior credit facilities with Bank of America and will be secured by a second lien on all of our assets. We and Final Frontier agreed to use our respective commercially reasonable best efforts to agree to final documentation further reflecting the terms and conditions set forth in the Term Sheet within 30 days of entering into the Term Sheet.

The final earn-out amount determined to be owed by us could be in excess of our current accrued liability for such earn-out amount and could materially adversely affect our future liquidity.

Replacing Reduced Revenue from Primary Customer

In fiscal 2025, 2024 and 2023, one customer accounted for 24.3%, 25.2% and 16.2% of our total revenue, respectively. In fiscal 2026, we expect that our customer concentration will continue at the approximate range experienced in fiscal 2025 and 2024. We continue to attempt to diversify our customer base by expanding our reach to national accounts, ESCOs, the agent driven distribution channel, lighting maintenance customers and the EV market.

Selected Financial Data

The selected historical consolidated financial data are not necessarily indicative of future results.

	Fiscal Year Ended March 31,				
	2025	2024	2023	2022	2021
(in thousands, except per share amounts)					
Consolidated statements of operations data:					
Product revenue	\$ 54,368	\$ 63,307	\$ 57,210	\$ 91,889	\$ 87,664
Service revenue	25,352	27,274	20,173	32,494	29,176
Total revenue	79,720	90,581	77,383	124,383	116,840
Cost of product revenue (1) (2) (8)	37,319	44,466	42,979	65,249	63,233
Cost of service revenue (1) (3) (8)	22,165	25,204	16,893	25,222	23,483
Total cost of revenue	59,484	69,670	59,872	90,471	86,716
Gross profit	20,236	20,911	17,511	33,912	30,124
General and administrative expenses (1) (4) (8)	18,008	16,740	19,487	11,680	11,262
Impairment of assets (5)	—	456	—	512	—
Acquisition related costs	—	56	765	—	—
Sales and marketing expenses (1) (5) (8)	11,595	12,988	11,392	11,628	10,341
Research and development expenses (1)(6) (8)	1,229	1,495	1,852	1,701	1,685
(Loss) income from operations	(10,596)	(10,824)	(15,985)	8,391	6,836
Other income	62	39	—	1	56
Interest expense	(1,026)	(752)	(339)	(80)	(127)
Amortization of debt issue costs	(206)	(95)	(73)	(62)	(157)
Loss on debt extinguishment	—	—	—	—	(90)
Dividend and interest income	7	2	34	—	—
(Loss) income before income tax	(11,759)	(11,630)	(16,363)	8,250	6,518
Income tax expense (benefit) (7)	42	41	17,978	2,159	(19,616)
Net (loss) income	\$ (11,801)	\$ (11,671)	\$ (34,341)	\$ 6,091	\$ 26,134
Net (loss) income per share attributable to common shareholders:					
Basic	\$ (0.36)	\$ (0.36)	\$ (1.08)	\$ 0.20	\$ 0.85
Diluted	\$ (0.36)	\$ (0.36)	\$ (1.08)	\$ 0.19	\$ 0.83
Weighted-average shares outstanding:					
Basic	32,829	32,486	31,704	31,018	30,635
Diluted	32,829	32,486	31,704	31,295	31,304

- (1) Includes stock-based compensation expense recognized under Financial Accounting Standards Board Accounting Standards Codification Topic 718, or ASC Topic 718, as follows:

	Fiscal Year Ended March 31,				
	2025	2024	2023	2022	2021
(in thousands)					
Cost of product revenue	\$ 7	\$ 5	\$ 4	\$ 5	\$ 4
Cost of service revenue	—	—	—	—	—
General and administrative expenses	1,111	923	1,596	793	716
Sales and marketing expenses	31	17	8	12	29
Research and development expenses	8	5	4	3	4
Total stock-based compensation expense	\$ 1,157	\$ 950	\$ 1,612	\$ 813	\$ 753

- (2) Fiscal 2025 and Fiscal 2024 includes expense of \$295 thousand and \$26 thousand related to restructuring, respectively.
- (3) Fiscal 2025 and Fiscal 2024 includes expense of \$176 thousand and \$48 thousand related to restructuring, respectively.
- (4) Fiscal 2025 and Fiscal 2024 include expenses of \$442 thousand and \$28 thousand related to restructuring, respectively.
- (5) Fiscal 2025 and Fiscal 2024 includes expense of \$26 thousand and \$21 thousand related to restructuring, respectively.
- (6) Fiscal 2025 and Fiscal 2024 includes expense of \$109 thousand and \$0 related to restructuring, respectively.
- (7) Fiscal 2021 includes tax benefit of \$20.9 million related to the release of the valuation allowance on deferred tax assets. Fiscal 2023 includes tax expense of \$17.8 million related to the recording of the valuation allowance on deferred tax assets.

- (8) Fiscal 2022 includes an offset to payroll expenses of \$1.6 million related to the anticipated employee retention payroll tax credit (“payroll tax credit”), as expanded and extended by the American Rescue Plan Act of 2021, as follows:

	Fiscal Year Ended March 31, 2022
	(in thousands)
Cost of product revenue	\$ 649
Cost of service revenue	144
General and administrative expenses	273
Sales and marketing expenses	416
Research and development expenses	105
Total payroll tax credit	<u>\$ 1,587</u>

Results of Operations: Fiscal 2025 versus Fiscal 2024

The following table sets forth the line items of our consolidated statements of operations and as a relative percentage of our total revenue for each applicable period, together with the relative percentage change in such line item between applicable comparable periods (in thousands, except percentages):

	Fiscal Year Ended March 31,				
	2025	2024	% Change	2025	2024
	Amount	Amount		% of Revenue	% of Revenue
Product revenue	\$ 54,368	\$ 63,307	(14.1)%	68.2%	69.9%
Service revenue	25,352	27,274	(7.0)%	31.8%	30.1%
Total revenue	79,720	90,581	(12.0)%	100.0%	100.0%
Cost of product revenue	37,319	44,466	(16.1)%	46.8%	49.1%
Cost of service revenue	22,165	25,204	(12.1)%	27.8%	27.8%
Total cost of revenue	59,484	69,670	(14.6)%	74.6%	76.9%
Gross profit	20,236	20,911	(3.2)%	25.4%	23.1%
General and administrative expenses	18,008	16,740	7.6%	22.6%	18.5%
Impairment on Intangibles	—	456	(100.0)%	0.0%	0.5%
Acquisition related costs	—	56	(100.0)%	0.0%	0.1%
Sales and marketing expenses	11,595	12,988	(10.7)%	14.5%	14.3%
Research and development expenses	1,229	1,495	(17.8)%	1.5%	1.7%
(Loss) income from operations	(10,596)	(10,824)	(2.1)%	(13.3)%	(11.9)%
Other income	62	39	59.0%	0.1%	0.0%
Interest expense	(1,026)	(752)	(36.4)%	(1.3)%	(0.8)%
Amortization of debt issue costs	(206)	(95)	(116.8)%	(0.3)%	(0.1)%
(Loss) income before income tax	(11,759)	(11,630)	(1.1)%	(14.8)%	(12.8)%
Income tax expense	42	41	(2.4)%	0.1%	0.0%
Net (loss) income	<u>\$ (11,801)</u>	<u>\$ (11,671)</u>	<u>(1.1)%</u>	<u>(14.8)%</u>	<u>(12.9)%</u>

* NM = Not Meaningful

Revenue, Cost of Revenue and Gross Margin. Product revenue decreased by 14.1%, or \$8.9 million, for fiscal 2025 versus fiscal 2024. Service revenue decreased by 7.0%, or \$1.9 million, for fiscal 2025 versus fiscal 2024. The decrease in product revenue was primarily due to the execution of a significant government retrofit lighting segment project that ended in the second quarter of the current fiscal year. The decrease in service revenue was due to multiple customers in our maintenance segment that chose not to renew their contracts for fiscal 2025. Cost of product revenue decreased by 16.1%, or \$7.1 million, in fiscal 2025 versus the comparable period in fiscal 2024. Cost of service revenue decreased by 12.1%, or \$3.0 million, in fiscal 2025 versus fiscal 2024. The decreases were primarily because of decreases in revenue described above. Gross margin increased to 25.4% of revenue in fiscal 2025 from 23.1% in fiscal 2024, due primarily to a more favorable sales mix along with better overall margins in the maintenance segment.

Operating Expenses

General and Administrative. General and administrative expenses increased 7.6%, or \$1.3 million, in fiscal 2025 compared to fiscal 2024. This comparative increase was primarily due to increased earn-out compensation costs along with incurred severance expenses, which were partially offset by a reduction in workforce related to restructuring that occurred in the first half of fiscal 2025.

Acquisition Related Costs. In fiscal 2025, we did not incur any acquisition expenses. In fiscal 2024, we incurred acquisition expenses of \$56 thousand relating to the acquisition of Voltrek.

Sales and Marketing. Our sales and marketing expenses decreased 10.7%, or \$1.4 million, in fiscal 2025 compared to fiscal 2024. The decrease was primarily due to an decrease in commission expense on lower sales volume.

Research and Development. Research and development expenses decreased 17.8%, or \$0.3 million, in fiscal 2025 compared to fiscal 2024 primarily due to a decrease in testing costs.

Interest Expense. Interest expense in fiscal 2025 increased by \$0.3 million to \$1.0 million primarily because the term loan that was entered into in the first quarter of fiscal 2025 and a higher interest rate on our credit facility.

Results of Operations: Fiscal 2024 versus Fiscal 2023

The following table sets forth the line items of our consolidated statements of operations and as a relative percentage of our total revenue for each applicable period, together with the relative percentage change in such line item between applicable comparable periods (in thousands, except percentages):

	Fiscal Year Ended March 31,				
	2024	2023	% Change	2024	2023
	Amount	Amount		% of Revenue	% of Revenue
Product revenue	\$ 63,307	\$ 57,210	10.7%	69.9%	73.9%
Service revenue	27,274	20,173	35.2%	30.1%	26.1%
Total revenue	90,581	77,383	17.1%	100.0%	100.0%
Cost of product revenue	44,466	42,979	3.5%	49.1%	55.5%
Cost of service revenue	25,204	16,893	49.2%	27.8%	21.8%
Total cost of revenue	69,670	59,872	16.4%	76.9%	77.4%
Gross profit	20,911	17,511	19.4%	23.1%	22.6%
General and administrative expenses	16,740	19,487	(14.1)%	18.5%	25.2%
Impairment on intangibles	456	—	NM	0.5%	0.0%
Acquisition related costs	56	765	(92.7)%	0.1%	1.0%
Sales and marketing expenses	12,988	11,392	14.0%	14.3%	14.7%
Research and development expenses	1,495	1,852	(19.3)%	1.7%	2.4%
(Loss) income from operations	(10,824)	(15,985)	(32.3)%	(11.9)%	(20.7)%
Other income	39	—	NM	0.0%	0.0%
Interest expense	(752)	(339)	(121.8)%	(0.8)%	(0.4)%
Amortization of debt issue costs	(95)	(73)	(30.1)%	(0.1)%	(0.1)%
(Loss) income before income tax	(11,630)	(16,363)	(28.9)%	(12.8)%	(21.1)%
Income tax expense (benefit)	41	17,978	NM	0.0%	23.2%
Net (loss) income	\$ (11,671)	\$ (34,341)	(66.0)%	(12.9)%	(44.4)%

* NM = Not Meaningful

Revenue, Cost of Revenue and Gross Margin. Product revenue increased by 10.7%, or \$6.1 million, for fiscal 2024 versus fiscal 2023. Service revenue increased by 35.2%, or \$7.1 million, for fiscal 2024 versus fiscal 2023. The increase in product and service revenue was primarily due to the execution of a significant government retrofit lighting segment project along with increased EV segment revenues. Cost of product revenue increased by 3.5%, or \$1.5 million, in fiscal 2024 versus the comparable period in fiscal 2023. Cost of service revenue increased by 49.2%, or \$8.3 million, in fiscal 2024 versus fiscal 2023. The increases were primarily because of increases in revenue described above along with higher cost in our maintenance segment. Gross margin increased to 23.1% of revenue in fiscal 2024 from 22.6% in fiscal 2023, due primarily to improved absorption of fixed costs on increased revenue volume and mix.

Operating Expenses

General and Administrative. General and administrative expenses decreased 14.1%, or \$2.7 million, in fiscal 2024 compared to fiscal 2023. This comparative decrease was primarily due to a reduction in estimate of \$0.9 million of earn-out compensation costs recorded in fiscal 2023 related to the Voltrek acquisition, partially offset by a full year of cost at Voltrek.

Acquisition Related Costs. In fiscal 2024, we incurred acquisition costs of \$56 thousand, primarily relating to the Voltrek acquisition. In fiscal 2023, we incurred acquisition expenses of \$0.8 million relating to the acquisition of Voltrek.

Sales and Marketing. Our sales and marketing expenses increased 14.0%, or \$1.6 million, in fiscal 2024 compared to fiscal 2023. The increase was primarily due to an increase in commission expense on higher sales volume.

Research and Development. Research and development expenses decreased 19.3%, or \$0.4 million, in fiscal 2024 compared to fiscal 2023 primarily due to a decrease in testing costs.

Interest Expense. Interest expense in fiscal 2024 increased by \$0.4 million to \$0.8 million primarily because of a full year of borrowings in fiscal 2024 and a higher interest rate on our credit facility.

Income Taxes. Income tax expense decreased \$18.0 million, or 99.9%, to \$41 thousand compared to fiscal 2023. The fiscal 2023 expense included a one-time \$17.8 million non-cash charge to increase the valuation allowance on a significant portion of our deferred tax assets. We do not expect to remit significant cash taxes for the next several years.

Lighting Segment

Our lighting segment develops and sells lighting products and provides construction and engineering services for our commercial lighting and energy management systems. Our lighting segment provides engineering, design, lighting products and in many cases turnkey solutions for large national accounts, governments, municipalities, schools and other customers. Our lighting segment sells through ESCOs, Lighting Agents, Distributors and direct (turnkey) to end users.

The following table summarizes our lighting segment operating results (dollars in thousands):

	Fiscal Year Ended March 31,		
	2025	2024	2023
Revenues	\$ 47,704	\$ 61,102	\$ 56,553
Operating (loss) income	\$ (2,765)	\$ (1,352)	\$ (5,150)
Operating margin	(5.8)%	(2.2)%	(9.1)%

Fiscal 2025 Compared to Fiscal 2024

Lighting segment revenue decreased in fiscal 2025 by 21.9%, or \$13.4 million, and operating loss increased \$1.4 million, compared to fiscal 2024, due to decreased project volumes in fiscal 2025. This decrease in revenues led to a corresponding operating loss increase in this segment, along with decreased project margins.

Fiscal 2024 Compared to Fiscal 2023

Lighting segment revenue increased in fiscal 2024 compared to fiscal 2023 by 8.0%, or \$4.6 million, and operating income decreased \$3.8 million, compared to fiscal 2023, due to increased project volume on a government retrofit project. This increase led to a corresponding operating loss decrease in this segment, along with improved project margins.

Maintenance Segment

Our maintenance segment provides retailers, distributors and other businesses with maintenance, repair and replacement services for the lighting and related electrical components deployed in their facilities.

The following table summarizes our maintenance segment operating results (dollars in thousands):

	Fiscal Year Ended March 31,		
	2025	2024	2023
Revenues	\$ 15,190	\$ 17,147	\$ 14,555
Operating (loss) income	\$ (1,188)	\$ (5,523)	\$ (2,221)
Operating margin	(7.8)%	(32.2)%	(15.3)%

Fiscal 2025 Compared to Fiscal 2024

Maintenance segment revenue decreased \$2.0 million, or 11.4%, in fiscal 2025 compared to fiscal 2024 primarily due to some legacy customers not renewing their contracts in fiscal 2025 due to increased project costs to improve segment margins. As a result,

operating loss decreased \$4.3 million, or 78.5%, in fiscal 2025 compared to fiscal 2024 primarily due to better project margins throughout the segment.

Fiscal 2024 Compared to Fiscal 2023

Maintenance segment revenue increased \$2.6 million, or 17.8%, in fiscal 2024 compared to fiscal 2023 primarily due to increased volume at a major customer. Operating loss increased \$3.3 million, or 148.6%, in fiscal 2024 compared to fiscal 2023 primarily due to increased costs on fixed price contracts.

EV Segment

Our EV segment offers leading electric vehicle charging expertise and provides EV turnkey installation solutions with ongoing support to all commercial verticals.

The following table summarizes our EV segment operations results (dollars in thousands):

	Fiscal Year Ended March 31,		
	2025	2024	2023
Revenues	\$ 16,826	\$ 12,332	6,275
Operating loss	\$ (2,356)	\$ (1,563)	(4,158)
Operating margin	(14.0)%	(12.7)%	(66.3)%

Fiscal 2025 Compared to Fiscal 2024

EV segment revenue increased 36.4%, or \$4.5 million, in fiscal 2025 compared to fiscal 2024 primarily due to increased sales to municipalities. EV segment operating loss increased \$0.8 million, or 50.7%, in fiscal 2025 compared to fiscal 2024 primarily due to increased earn-out amounts, which were partially offset by increased revenue volume in the segment, along with increased gross margins.

Fiscal 2024 Compared to Fiscal 2023

EV segment revenue increased 96.5%, or \$6.1 million, in fiscal 2024 compared to fiscal 2023 primarily due to a full year of Voltrek results being included in segment results. EV segment operating loss decreased \$2.6 million, or 62.4%, in fiscal 2024 compared to fiscal 2023 due to increased revenue volume in the segment, partially offset by reduced gross margins.

Liquidity and Capital Resources

Overview

We had \$6.0 million in cash and cash equivalents as of March 31, 2025, compared to \$5.2 million at March 31, 2024. Our cash position increased due to the results in our operations, sales of property and equipment, and proceeds from the mortgage loan entered into at the beginning of fiscal 2025. These increases were partially offset by payments made on our revolving credit facility.

As of March 31, 2025, our borrowing base supported \$15.0 million of availability under our credit facility, with \$7.0 million drawn against that availability. As of March 31, 2024, our borrowing base supported \$20.1 million of availability under our credit facility, with \$10.0 million drawn against that availability.

Effective on October 5, 2022, we acquired all of the outstanding membership interests of Voltrek, a leading electric vehicle charging company that provides turnkey installation solutions with ongoing support to all commercial verticals. We may owe additional material earn-out payments based on Voltrek's financial performance in fiscal 2025. While we have currently accrued an estimated liability of approximately \$3.3 million for such remaining earn-out payments.

On June 23, 2025, we entered into the Term Sheet with respect to our remaining earn-out obligations owed to Final Frontier pursuant to our October 5, 2022 acquisition of Voltrek. Pursuant to the Term Sheet, on August 1, 2025, we will pay Final Frontier \$875,000 in full and final payment of our fiscal 2024 Voltrek acquisition earn-out obligations. We also agreed with Final Frontier to submit the final determination of our fiscal 2025 and aggregate fiscal 2023 through fiscal 2025 earn-out obligations to binding arbitration if not otherwise mutually agreed by the parties. We agreed to pay to Final Frontier the finally determined remaining earn-out amount as follows: (i) \$1.0 million in our common stock issuable 14 trading days after our fiscal 2025 earnings announcement and (ii) the remaining amount pursuant to the anticipated Senior Subordinated Note. We agreed to pay monthly principal payments to Final Frontier on the anticipated Senior Subordinated Note of \$25,000 beginning on January 15, 2026, which will increase to \$50,000 on July 15, 2026 through maturity. We will also pay interest monthly to Final Frontier at the annual rate of 7% beginning on July 15, 2025. We have the right to pay up to 20% of the remaining outstanding earn-out amount at maturity in shares of our common stock. The anticipated Senior Subordinated Note will be subordinated to our senior credit facilities with Bank of America and will be secured by a second lien on all of our assets. We and Final Frontier agreed to use our respective commercially reasonable best efforts to agree to final documentation further reflecting the terms and conditions set forth in the Term Sheet within 30 days of entering into the Term Sheet.

The final earn-out amount determined to be owed by us could be in excess of our current accrued liability for such earn-out amount and could materially adversely affect our liquidity.

Additional information on our Credit Agreement can be found in the “Indebtedness” section located below.

In March 2023, we filed a universal shelf registration statement with the Securities and Exchange Commission. Under our shelf registration statement, we currently have the flexibility to publicly offer and sell from time to time up to \$100 million of debt and/or equity securities. The filing of the shelf registration statement may help facilitate our ability to raise public equity or debt capital to expand existing businesses, fund potential acquisitions, invest in other growth opportunities, repay existing debt, or for other general corporate purposes.

In March 2021, we entered into an At Market Issuance Sales Agreement to undertake an “at the market” (ATM) public equity capital raising program pursuant to which we may offer and sell shares of our common stock, having an aggregate offering price of up to \$50 million from time to time through or to the Agent, acting as sales agent or principal. In March 2025, the ATM was terminated.

In April 2024, we executed Amendment No.2 to our Loan Security Agreement to add a \$3.5 million term loan to the credit facility. The amendment also expanded the pool of eligible receivables to include government receivables in the calculation of the borrowing base. See Note 12 - Long-Term Debt to our accompanying audited consolidated financial statements for more information.

In October 2024, we executed Amendment No.3 to our Loan Security Agreement to extend the maturity date of the Credit Facility from December 29, 2025 to June 30, 2027.

We regularly explore various alternative sources of liquidity to help ensure that we will have the best allocation of invested capital to satisfy our working capital needs.

Our future liquidity needs and forecasted cash flows are dependent upon many factors, including our relative revenue, gross margins, cash management practices, cost containment, working capital management, capital expenditures. While we believe that we will likely have adequate available cash and equivalents and credit availability under our Credit Agreement to satisfy our currently anticipated working capital and liquidity requirements, including our negotiated Voltrek acquisition earn-out payment obligations, during the next 12 months and beyond based on our current cash flow forecast, there can be no assurance to that effect, particularly if our Voltrek earn-out amounts are in excess of the liability we have currently accrued. If we experience significant liquidity constraints, we may be required to issue equity or debt securities, reduce our sales efforts, implement additional cost savings initiatives or undertake other efforts to conserve our cash.

Cash Flows

The following table summarizes our cash flows for our fiscal 2025, fiscal 2024 and fiscal 2023:

	Fiscal Year Ended March 31,		
	2025	2024	2023
		(in thousands)	
Operating activities	\$ 599	\$ (10,092)	\$ (2,291)
Investing activities	128	(731)	(6,195)
Financing activities	90	(14)	10,012
(Decrease) increase in cash and cash equivalents	\$ 817	\$ (10,837)	\$ 1,526

Cash Flows Related to Operating Activities. Cash (used in) provided by operating activities primarily consisted of net loss adjusted for certain non-cash items, including depreciation, amortization of intangible assets, stock-based compensation, amortization of debt issue costs, provisions for reserves, and the effect of changes in working capital and other activities.

Cash provided by operating activities for fiscal 2025 was \$0.6 million and consisted of our net loss of \$11.8 million adjusted for non-cash expense items and net cash provided by changes in operating assets of \$12.4 million, the largest of which was a decrease of \$6.1 million in inventories, a \$5.1 million decrease in accounts payable, and an increase of \$1.9 million in accrued expenses.

Cash used in operating activities for fiscal 2024 was \$10.1 million and consisted of our net loss of \$11.7 million adjusted for non-cash expense items and net cash used in changes in operating assets of \$1.6 million, the largest of which was a \$5.0 million increase in accounts payable, an increase of \$3.2 million in revenue earned not billed, and a \$2.3 million decrease in accrued liabilities.

Cash used in operating activities for fiscal 2023 was \$2.3 million and consisted of our net loss of \$34.3 million adjusted for non-cash expense items and net cash used in changes in operating assets of \$32.1 million, the largest of which was a \$17.8 million decrease in deferred income tax assets as a result of the valuation allowance.

Cash Flows Related to Investing Activities. Cash provided by investing activities in fiscal 2025 was \$0.1 million and consisted primarily of \$0.2 million of sales of property and equipment and \$0.1 million of purchases of property and equipment.

Cash used in investing activities in fiscal 2024 was \$0.7 million and consisted primarily of \$0.8 million of purchases of property and equipment.

Cash used in investing activities in fiscal 2023 was \$6.2 million and consisted primarily of the \$5.6 million acquisition of Voltrek and \$0.6 million of purchases of property and equipment.

Cash Flows Related to Financing Activities. Cash provided by financing activities in fiscal 2025 was \$0.1 million and consisted primarily of proceeds from the term loan that originated in the first quarter of fiscal 2025, which was partially offset by payments on the revolving credit facility.

Cash used in financing activities in fiscal 2024 was \$14 thousand.

Cash provided by financing activities in fiscal 2023 was \$10.0 million which consisted of proceeds from our revolving credit facility.

Working Capital

Our net working capital as of March 31, 2025 was \$8.7 million, consisting of \$35.5 million of current assets and \$26.8 million of current liabilities. Our net working capital as of March 31, 2024 was \$16.7 million, consisting of \$44.8 million of current assets and \$28.1 million of current liabilities. The change was primarily due to a decrease in inventories along with a decrease in accounts payable.

Our net working capital as of March 31, 2023 was \$25.9 million, consisting of \$50.4 million of current assets and \$24.5 million of current liabilities. The change in our working capital in fiscal 2024 from our fiscal 2024 year-end was primarily due to a decrease in cash and cash equivalents and an increase in accounts payable, partially offset by an increase in revenue earned not billed.

We generally attempt to maintain a three-month supply of on-hand inventory of purchased components and raw materials to meet anticipated demand, as well as to reduce our risk of unexpected raw material or component shortages or supply interruptions.

Indebtedness

Revolving Credit Agreement

Our credit agreement provides for a five-year \$25.0 million revolving credit facility (the "Credit Facility") that matures on June 30, 2027. Borrowings under the Credit Facility are subject to a borrowing base requirement based on eligible receivables, inventory and cash. As of March 31, 2025, the borrowing base supported approximately \$15.0 million of availability under the Credit Facility with \$7.0 million drawn against that availability. As of March 31, 2024, the borrowing base supported approximately \$20.1 million of availability under the Credit Facility with \$10.0 million drawn against that availability.

The credit agreement is secured by a first lien security interest in substantially all of our assets.

Borrowings under the credit agreement are permitted in the form of SOFR or prime rate-based loans and generally bear interest at floating rates plus an applicable margin determined by reference to our availability under the Credit Agreement. Among other fees, we are required to pay an annual facility fee of \$15,000 and a fee of 25 basis points on the unused portion of the Credit Facility.

The credit agreement includes a springing minimum fixed cost coverage ratio of 1.0 to 1.0 when excess availability under the Credit Facility falls below \$4.0 million of the committed facility. Currently, the required springing minimum fixed cost coverage ratio is not required.

The credit agreement also contains customary events of default and other covenants, including certain restrictions on our ability to incur additional indebtedness, consolidate or merge, enter into acquisitions, pay any dividend or distribution on our stock, redeem, retire or purchase shares of our stock, make investments or pledge or transfer assets. If an event of default under the credit agreement occurs and is continuing, then the lender may cease making advances under the credit agreement and declare any outstanding obligations under the credit agreement to be immediately due and payable. In addition, if we become the subject of voluntary or involuntary proceedings under any bankruptcy or similar law, then any outstanding obligations under the credit agreement will automatically become immediately due and payable.

Effective April 22, 2024, we, along with our lender, executed Amendment No. 2 ("Amendment No. 2") to the credit agreement. The primary purpose of Amendment No. 2 was to add a \$3.525 million mortgage loan facility to the credit agreement secured by our office headquarters property in Manitowoc, Wisconsin. Amendment No. 2 also broadened the definition of receivables to encompass government receivables as being eligible to be included in our borrowing base calculation for the purpose of establishing our monthly borrowing availability under the credit agreement. Quarterly installments of \$88,125 are due on the first day of each fiscal quarter beginning October 1, 2024.

Effective October 30, 2024, we and our lender, executed Amendment No. 3 ("Amendment No. 3") to our Credit Agreement. The primary purpose of Amendment No. 3 was to extend the maturity date of the Credit Facility from December 29, 2025 to June 30, 2027.

Voltrek Earn-Out

Effective on October 5, 2022, we acquired all of the outstanding membership interests of Voltrek, a leading electric vehicle charging company that provides turnkey installation solutions with ongoing support to all commercial verticals. The initial purchase price consisted of \$5.0 million cash and \$1.0 million of common stock. We also paid \$3.0 million in initial earn-out payments based on Voltrek's financial performance in fiscal 2023. We may owe additional material earn-out payments based on Voltrek's financial

performance in fiscal 2025. We have currently accrued an estimated liability of approximately \$3.3 million for such remaining earn-out payments.

On June 23, 2025, we entered into the Term Sheet with respect to our remaining earn-out obligations owed to Final Frontier pursuant to our October 5, 2022 acquisition of Voltrek. Pursuant to the Term Sheet, on August 1, 2025, we will pay Final Frontier \$875,000 in full and final payment of our fiscal 2024 Voltrek acquisition earn-out obligations. We also agreed with Final Frontier to submit the final determination of our fiscal 2025 and aggregate fiscal 2023 through fiscal 2025 earn-out obligations to binding arbitration if not otherwise mutually agreed by the parties. We agreed to pay to Final Frontier the finally determined remaining earn-out amount as follows: (i) \$1.0 million in our common stock issuable 14 trading days after our fiscal 2025 earnings announcement and (ii) the remaining amount pursuant to the anticipated Senior Subordinated Note. We agreed to pay monthly principal payments to Final Frontier on the anticipated Senior Subordinated Note of \$25,000 beginning on January 15, 2026, which will increase to \$50,000 on July 15, 2026 through maturity. We will also pay interest monthly to Final Frontier at the annual rate of 7% beginning on July 15, 2025. We have the right to pay up to 20% of the remaining outstanding earn-out amount at maturity in shares of our common stock. The anticipated Senior Subordinated Note will be subordinated to our senior credit facilities with Bank of America and will be secured by a second lien on all of our assets. We and Final Frontier agreed to use our respective commercially reasonable best efforts to agree to final documentation further reflecting the terms and conditions set forth in the Term Sheet within 30 days of entering into the Term Sheet.

The final earn-out amount determined to be owed by us could be in excess of our current accrued liability for such earn-out amount and could materially adversely affect our future liquidity.

Capital Spending

Our capital expenditures are primarily for general corporate purposes for our corporate headquarters and technology center, production equipment and tooling and for information technology systems. Our capital expenditures totaled \$0.1 million in fiscal 2025, \$0.8 million in fiscal 2024 and \$0.7 million in fiscal 2023. Our capital spending plans predominantly consist of investments related to maintenance fleet vehicles, new product development tooling and equipment and information technology systems, exclusive of any capital spending for potential acquisitions. We expect to finance these capital expenditures primarily through our existing cash, equipment secured loans and leases, to the extent needed, long-term debt financing, or by using our Credit Facility. As discussed in Item 1A. Risk Factors, we will be commencing implementation efforts of a new ERP system in fiscal 2026, with an expected go-live date in the first quarter of fiscal 2027. The expected cost for the project is approximately \$1.4 million, which consists of \$1.1 million of capital and \$0.3 million of expense.

Critical Accounting Estimates

The discussion and analysis of our financial condition and results of operations is based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of our consolidated financial statements requires us to make certain estimates and judgments that affect our reported assets, liabilities, revenue and expenses, and our related disclosure of contingent assets and liabilities. We re-evaluate our estimates on an ongoing basis, including those related to revenue recognition, inventory valuation, collectability of receivables, stock-based compensation, warranty reserves and income taxes. We base our estimates on historical experience and on various assumptions that we believe to be reasonable under the circumstances. Actual results may differ from these estimates. A summary of our critical accounting estimates is set forth below.

Revenue Recognition. We recognize revenue in accordance with the guidance in “Revenue from Contracts with Customers” (Topic 606) (“ASC 606”) when control of the goods or services being provided (which we refer to as a performance obligation) is transferred to a customer at an amount that reflects the consideration we expect to receive in exchange for those goods or services. The amount of expected consideration includes estimated deductions and early payment discounts calculated based on historical experience, customer rebates based on agreed upon terms applied to actual and projected sales levels over the rebate period, and any amounts paid to customers in conjunction with fulfilling a performance obligation.

If there are multiple performance obligations in a single contract, the contract's total transaction price per GAAP is allocated to each individual performance obligation based on their relative standalone selling price. A performance obligation's standalone selling price is the price at which we would sell such promised good or service separately to a customer. We use an observable price to determine the stand-alone selling price for separate performance obligations or an expected cost-plus margin per GAAP approach when one is not available. When the expected cost-plus margin approach is used to determine the estimated stand-alone selling price it is based on average historical margins for that performance obligation in contracts with similar customers.

Revenue derived from customer contracts which include performance obligation(s) for the sale of lighting fixtures and components we manufacture, lighting fixtures we source, and EV charging stations and related software and warranty arrangements we source, are classified as product revenue in the Consolidated Statements of Operations. The revenue for these transactions is recorded at the point in time when management believes that the customer obtains control of the products, generally either upon shipment or upon delivery to the customer's facility. This point in time is determined separately for each contract and requires judgment by management of the contract terms and the specific facts and circumstances concerning the transaction.

Revenue from a customer contract which includes both the sale of Orion manufactured or sourced fixtures and the installation of such fixtures (which we refer to as a turnkey project) is allocated between each lighting fixture and the installation performance obligation based on relative standalone selling prices.

Revenue from turnkey projects that is allocated to the single installation performance obligation is reflected in Service revenue. Service revenue is recorded over-time as we fulfill our obligation to install the light fixtures. We measure our performance toward fulfilling our performance obligations for installations using an output method that calculates the number of light fixtures completely removed and installed as of the measurement date in comparison to the total number of light fixtures to be removed and installed under the contract.

Revenue from the maintenance offering that includes both the sale of Orion manufactured or sourced product and service is allocated between the product and service performance obligations based on relative standalone selling prices, and is recorded in Product revenue and Service revenue, respectively, in the Consolidated Statement of Operations.

The sale of installation and services related to the EV charging business is presented in Service revenue. Revenue from the EV segment that includes both the sale of product and service is allocated between the product and service performance obligations based on relative standalone selling prices, and is recorded in Product revenue and Service revenue, respectively, in the Consolidated Statement of Operations.

Inventory. Inventories consist of raw materials and components, such as drivers, metal sheet and coil stock and molded parts; work in process inventories, such as frames and reflectors; and finished goods, including completed fixtures and systems, and accessories. All inventories are stated at the lower of cost or net realizable value with cost determined using the first-in, first-out (FIFO) method. In determining the lower of cost or net realizable value, we consider assumptions such as business and economic conditions, expected demand for our products, changes in technology or customer requirements, recent historical sales activity (including usage in the preceding 9 to 12 months) and selling prices, as well as estimates of future selling prices. When the net realizable value of inventories exceeds the carrying value, Orion records, as a charge to cost of product revenue, the amount required to reduce the carrying value of inventory to net realizable value.

Recoverability of Long-Lived Assets. We evaluate long-lived assets such as property, equipment and definite lived intangible assets, such as patents, for impairment whenever events or circumstances indicate that the carrying value of the assets recognized in our financial statements may not be recoverable. Factors that we consider include whether there has been a significant decrease in the market value of an asset, a significant change in the way an asset is being utilized, or a significant change, delay or departure in our strategy for that asset, or a significant change in the macroeconomic environment. Our assessment of the recoverability of long-lived assets involves significant judgment and estimation. These assessments reflect our assumptions, which, we believe, are consistent with the assumptions hypothetical marketplace participants use. Factors that we must estimate when performing recoverability and impairment tests include, among others, forecasted revenue, margin costs and the economic life of the asset. If impairment is indicated, we determine if the total

estimated future cash flows on an undiscounted basis are less than the carrying amounts of the asset or assets. If so, an impairment loss is measured and recognized.

Our impairment loss calculations require that we apply judgment in identifying asset groups, estimating future cash flows, determining asset fair values, and estimating asset's useful lives. To make these judgments, we may use internal discounted cash flow estimates, quoted market prices, when available, and independent appraisals, as appropriate, to determine fair value.

If actual results are not consistent with our assumptions and judgments used in estimating future cash flows and asset fair values, we may be required to recognize future impairment losses which could be material to our results of operations.

Indefinite Lived Intangible Assets and Goodwill. We test indefinite lived intangible assets and goodwill for impairment at least annually on the first day of our fiscal fourth quarter, or when indications of potential impairment exist. We monitor for the existence of potential impairment indicators throughout the fiscal year. Our annual impairment test may begin with a qualitative test to determine whether it is more likely than not that an indefinite lived intangible asset's carrying value is greater than its fair value. If our qualitative assessment reveals that asset impairment is more likely than not, we perform a quantitative impairment test by comparing the fair value of the indefinite lived intangible asset to its carrying value. Alternatively, we may bypass the qualitative test and initiate impairment testing with the quantitative impairment test.

We performed a qualitative assessment in conjunction with our annual impairment test of our indefinite lived intangible assets and goodwill as of January 1, 2025. These qualitative assessments considered our operating results for the first nine months of fiscal 2025 in comparison to prior years as well as its anticipated fourth quarter results and fiscal 2025 plan. As a result of the conditions that existed as of the assessment date, we determined a quantitative assessment was necessary for our maintenance segment reporting unit. We concluded that the undiscounted cash flows exceeded the carrying value for the indefinite lived intangibles and goodwill, and therefore no impairment charge was recorded.

We performed a qualitative assessment in conjunction with our annual impairment test of our indefinite lived intangible assets and goodwill as of January 1, 2024. These qualitative assessments considered our operating results for the first nine months of fiscal 2024 in comparison to prior years as well as its anticipated fourth quarter results and fiscal 2024 plan. As a result of the conditions that existed as of the assessment date, we determined a quantitative assessment was necessary for our maintenance segment reporting unit. We concluded that the undiscounted cash flows exceeded the carrying value for the indefinite lived intangibles and goodwill, and therefore no impairment charge was recorded. As a result of the conditions that existed as of the assessment date, an asset impairment was not deemed to be more likely than not in the lighting and EV segments and a quantitative analysis was not required.

Stock-Based Compensation. We currently issue time-based and performance-based restricted stock awards to our employees, executive officers and directors. Prior to fiscal 2015, we also issued stock options to these individuals. We apply the provisions of ASC 718, *Compensation - Stock Compensation*, to these restricted stock and stock option awards which requires us to expense the estimated fair value of the awards based on the fair value of the award on the date of grant. Additionally, it is necessary to estimate the achievement of the performance-based awards to ensure the expense remains accurate. Compensation costs for equity incentives are recognized in earnings, on a straight-line basis over the requisite service period.

Accounting for Income Taxes. As part of the process of preparing our consolidated financial statements, we are required to determine our income taxes in each of the jurisdictions in which we operate. This process involves estimating our actual current tax expenses, together with assessing temporary differences resulting from recognition of items for income tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are included within our consolidated balance sheet. We must then assess the likelihood that our deferred tax assets will be recovered from future taxable income and, to the extent we believe that recovery is not likely, establish a valuation allowance. To the extent we establish a valuation allowance or increase this allowance in a period, we must reflect this increase as an expense within the tax provision in our statements of operations.

Our judgment is required in determining our provision for income taxes, our deferred tax assets and liabilities, and any valuation allowance recorded against our net deferred tax assets. We continue to monitor the realizability of our deferred tax assets and adjust the

valuation allowance accordingly. During fiscal 2023, we established a full valuation allowance on our net deferred tax assets due to end of the period of sustained profitability. In making these determinations, we considered all available positive and negative evidence, including projected future taxable income, tax planning strategies, recent financial performance and ownership changes.

We believe that past issuances and transfers of our stock caused an ownership change in fiscal 2007 that affected the timing of the use of our net operating loss carry-forwards, but we do not believe the ownership change affects the use of the full amount of the net operating loss carry-forwards. As a result, our ability to use our net operating loss carry-forwards attributable to the period prior to such ownership change to offset taxable income will be subject to limitations in a particular year, which could potentially result in increased future tax liability for us.

As of March 31, 2025, we had net operating loss carryforwards of approximately \$85.4 million for federal tax purposes, \$76.1 million for state tax purposes, and \$0.7 million for foreign tax purposes.

We also had federal tax credit carryforwards of \$1.2 million and state tax credit carryforwards of \$0.2 million, which are reserved for as part of our valuation allowance. Of these tax attributes, \$36.2 million of the federal and state net operating loss carryforwards are not subject to time restrictions on use but may only be used to offset 80% of future adjusted taxable income. The \$126.0 million net operating loss and tax credit carryforwards will begin to expire in varying amounts between 2025 and 2045.

We recognize penalties and interest related to uncertain tax liabilities in income tax expense. Penalties and interest were immaterial as of the date of adoption and are included in unrecognized tax benefits.

By their nature, tax laws are often subject to interpretation. Further complicating matters is that in those cases where a tax position is open to interpretation, differences of opinion can result in differing conclusions as to the amount of tax benefits to be recognized under Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 740, Income Taxes. ASC 740 utilizes a two-step approach for evaluating tax positions. Recognition (Step 1) occurs when an enterprise concludes that a tax position, based solely on its technical merits, is more likely than not to be sustained upon examination. Measurement (Step 2) is only addressed if Step 1 has been satisfied. Under Step 2, the tax benefit is measured as the largest amount of benefit, determined on a cumulative probability basis that is more likely than not to be realized upon ultimate settlement. Consequently, the level of evidence and documentation necessary to support a position prior to being given recognition and measurement within the financial statements is a matter of judgment that depends on all available evidence. As of March 31, 2025, the balance of gross unrecognized tax benefits was approximately \$0.2 million, all of which would reduce our effective tax rate if recognized. We believe that our estimates and judgments discussed herein are reasonable, however, actual results could differ, which could result in gains or losses that could be material.

Recent Accounting Pronouncements

See Note 3 – Summary of Significant Accounting Policies to our accompanying audited consolidated financial statements for a full description of recent accounting pronouncements including the respective expected dates of adoption and expected effects on results of operations and financial condition.

Item 7A. Quantitative and Qualitative Disclosure About Market Risk

Market risk is the risk of loss related to changes in market prices, including interest rates, foreign exchange rates and commodity pricing that may adversely impact our consolidated financial position, results of operations or cash flows.

Inflation. We have experienced increases in various input costs including labor, components and transportation in the past year. In response, we have implemented multiple price increases, and we have substantially mitigated the inflationary pressures, such that our results from operations have not been materially affected by inflation. We are monitoring input costs and cannot currently predict the future impact to our operations by inflation.

Foreign Exchange Risk. We face minimal exposure to adverse movements in foreign currency exchange rates. Our foreign currency losses for all reporting periods have been nominal.

Interest Rate Risk. We do not believe that we are subject to any material risks arising from changes in interest rates, foreign currency exchange rates, commodity prices, equity prices or other market changes that affect market risk sensitive instruments. It is our policy not to enter into interest rate derivative financial instruments. As a result, we do not currently have any significant interest rate exposure.

As of March 31, 2025, we had \$10.3 million of outstanding debt with floating interest rates.

Commodity Price Risk. We are exposed to certain commodity price risks associated with our purchases of raw materials, most significantly our aluminum purchases. During fiscal 2025, we have experienced commodity price increases; however, as of the date of this report, we are not able to predict the future impact of on this risk. A hypothetical additional 20% increase in aluminum prices would have had a negative impact of \$0.7 million on our net income in fiscal 2025.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

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Report of Independent Registered Public Accounting Firm

Shareholders and Board of Directors
Orion Energy Systems, Inc.
Manitowoc, Wisconsin

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Orion Energy Systems, Inc. (the “Company”) as of March 31, 2025 and 2024, the related consolidated statements of operations, shareholders’ equity, and cash flows for each of the three years in the period ended March 31, 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 March 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended March 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (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 consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated 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 consolidated 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 consolidated 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 consolidated 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 consolidated 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.

Inventory - Valuation

As described in Note 2 to the Company’s consolidated financial statements, the Company reports inventory using the first-in, first-out (FIFO) method. The Company records the amount required to reduce the carrying value of its inventories to net realizable value as a charge to cost of product revenue. As of March 31, 2025, the Company had inventory of approximately \$11.4 million.

We identified Inventory Valuation as a critical audit matter. The principal considerations for this determination were management’s

significant judgments utilized to determine the net realizable value of inventory, specifically the assumptions related to the recent historical sales activity (including usage in the preceding 9 to 12 months) and expected demand for the products. Auditing these elements involved especially subjective auditor judgment due to the nature and extent of audit effort required to address this matter.

The primary procedures we performed to address this critical audit matter included:

- Assessing the reasonableness of management's assumptions over historical sales activity, including testing the completeness and accuracy of underlying data and corroborating management's considerations of usage trends during the preceding 9 to 12 months, on a sample basis.
- Assessing the reasonableness of management's assumptions over expected demand for products, by comparing parts identified for substitutions when applicable and testing usage subsequent to year-end and other subsequent transactions, on a sample basis.

/s/ BDO USA, P.C.

We have served as the Company's auditor since 2011.

Milwaukee, Wisconsin

June 26, 2025

ORION ENERGY SYSTEMS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(in thousands, except share amounts)

	March 31,	
	2025	2024
Assets		
Cash and cash equivalents	\$ 5,972	\$ 5,155
Accounts receivable, net	12,845	14,022
Revenue earned but not billed	3,350	4,539
Inventories	11,392	18,246
Prepaid expenses and other current assets	1,939	2,860
Total current assets	35,498	44,822
Property and equipment, net	8,026	9,593
Goodwill	1,484	1,484
Other intangible assets, net	3,379	4,462
Other long-term assets	4,076	2,808
Total assets	\$ 52,463	\$ 63,169
Liabilities and Shareholders' Equity		
Accounts payable	\$ 13,272	\$ 18,350
Accrued expenses and other	12,728	9,440
Deferred revenue, current	491	260
Current maturities of long-term debt	353	3
Total current liabilities	26,844	28,053
Revolving credit facility	7,000	10,000
Long-term debt, less current maturities	2,971	—
Deferred revenue, long-term	337	413
Other long-term liabilities	3,427	2,161
Total liabilities	40,579	40,627
Commitments and contingencies (Note 14)		
Shareholders' equity:		
Preferred stock, \$0.01 par value: Shares authorized: 30,000,000 shares at March 31, 2025 and 2024; no shares issued and outstanding at March 31, 2025 and 2024	—	—
Common stock, no par value: Shares authorized: 200,000,000 at March 31, 2025 and 2024; shares issued: 42,470,231 and 42,038,967 at March 31, 2025 and 2024; shares outstanding: 32,983,888 and 32,567,746 at March 31, 2025 and 2024	—	—
Additional paid-in capital	163,025	161,869
Treasury stock: 9,486,343 and 9,471,221 common shares at March 31, 2025 and 2024	(36,248)	(36,235)
Retained deficit	(114,893)	(103,092)
Total shareholders' equity	11,884	22,542
Total liabilities and shareholders' equity	\$ 52,463	\$ 63,169

ORION ENERGY SYSTEMS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except share and per share amounts)

	Fiscal Year Ended March 31,		
	2025	2024	2023
Product revenue	\$ 54,368	\$ 63,307	\$ 57,210
Service revenue	25,352	27,274	20,173
Total revenue	79,720	90,581	77,383
Cost of product revenue	37,319	44,466	42,979
Cost of service revenue	22,165	25,204	16,893
Total cost of revenue	59,484	69,670	59,872
Gross profit	20,236	20,911	17,511
Operating expenses:			
General and administrative	18,008	16,740	19,487
Impairment on Intangibles	—	456	—
Acquisition related costs	—	56	765
Sales and marketing	11,595	12,988	11,392
Research and development	1,229	1,495	1,852
Total operating expenses	30,832	31,735	33,496
Loss from operations	(10,596)	(10,824)	(15,985)
Other income (expense):			
Other income	62	39	—
Interest expense	(1,026)	(752)	(339)
Amortization of debt issue costs	(206)	(95)	(73)
Interest income	7	2	34
Total other expense	(1,163)	(806)	(378)
Loss before income tax	(11,759)	(11,630)	(16,363)
Income tax expense	42	41	17,978
Net loss	\$ (11,801)	\$ (11,671)	\$ (34,341)
Basic net loss per share attributable to common shareholders	\$ (0.36)	\$ (0.36)	\$ (1.08)
Weighted-average common shares outstanding	32,829,470	32,486,240	31,703,712
Diluted net loss per share	\$ (0.36)	\$ (0.36)	\$ (1.08)
Weighted-average common shares and share equivalents outstanding	32,829,470	32,486,240	31,703,712

ORION ENERGY SYSTEMS, INC. AND SUBSIDIARIES
STATEMENTS OF SHAREHOLDERS' EQUITY
(in thousands, except share amounts)

	Shareholders' Equity				
	Common Stock		Treasury Stock	Retained Earnings (Deficit)	Total Shareholders' Equity
	Shares	Additional Paid-in Capital			
Balance, March 31, 2022	31,097,872	\$ 158,419	\$ (36,239)	\$ (57,080)	\$ 65,100
Issuance of common stock for acquisition	620,067	800	—	—	800
Issuance of stock and shares for services	12,848	22	—	—	22
Exercise of stock options for cash	26,646	54	—	—	54
Shares issued under Employee Stock Purchase Plan	2,274	—	4	—	4
Stock-based compensation	536,622	1,612	—	—	1,612
Employee tax withholdings on stock-based compensation	(921)	—	(2)	—	(2)
Net loss	—	—	—	(34,341)	(34,341)
Balance, March 31, 2023	32,295,408	160,907	(36,237)	(91,421)	33,249
Issuance of stock and shares for services	11,320	12	—	—	12
Shares issued under Employee Stock Purchase Plan	2,817	—	4	—	4
Stock-based compensation	260,555	950	—	—	950
Employee tax withholdings on stock-based compensation	(2,354)	—	(2)	—	(2)
Net loss	—	—	—	(11,671)	(11,671)
Balance, March 31, 2024	32,567,746	161,869	(36,235)	(103,092)	22,542
Shares issued under Employee Stock Purchase Plan	1,932	—	2	—	2
Stock-based compensation	431,264	1,156	—	—	1,156
Employee tax withholdings on stock-based compensation	(17,054)	—	(15)	—	(15)
Net loss	—	—	—	(11,801)	(11,801)
Balance, March 31, 2025	32,983,888	\$ 163,025	\$ (36,248)	\$ (114,893)	\$ 11,884

ORION ENERGY SYSTEMS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Fiscal Year Ended March 31,		
	2025	2024	2023
Operating activities			
Net loss	\$ (11,801)	\$ (11,671)	\$ (34,341)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation	1,344	1,410	1,369
Amortization of intangible assets	1,069	1,085	653
Stock-based compensation	1,157	950	1,612
Impairment on intangibles	—	456	—
Amortization of debt issue costs	206	95	73
Deferred income tax benefit	7	(5)	17,881
Impairment of property and equipment	20	69	—
Loss on sale of property and equipment	91	84	27
Provision for inventory reserves	552	562	628
Provision for credit losses/bad debts	378	170	65
Other	197	12	96
Changes in operating assets and liabilities, net of acquisitions:			
Accounts receivable	800	(464)	(586)
Revenue earned but not billed	1,189	(3,219)	1,426
Inventories	6,106	(603)	1,879
Prepaid expenses and other assets	2,324	(1,384)	2,017
Accounts payable	(5,078)	4,990	2,372
Accrued expenses and other liabilities	1,883	(2,334)	2,209
Deferred revenue, current and long-term	155	(295)	329
Net cash provided by (used in) operating activities	599	(10,092)	(2,291)
Investing activities			
Cash to fund acquisitions, net of cash received	—	—	(5,600)
Purchase of property and equipment	(99)	(837)	(586)
Additions to patents and licenses	(6)	—	(9)
Proceeds from sales of property, plant and equipment	233	106	—
Net cash provided by (used in) investing activities	128	(731)	(6,195)
Financing activities			
Payment of long-term debt	(206)	(15)	(15)
Proceeds from revolving credit facility	500	—	10,000
Payment of revolving credit facility	(3,500)	—	—
Proceeds from long-term debt	3,525	—	—
Payments to settle employee tax withholdings on stock-based compensation	—	(2)	(2)
Debt issue costs	(216)	—	(29)
Proceeds from employee equity exercises	(13)	3	58
Net cash provided by (used in) financing activities	90	(14)	10,012
Net increase (decrease) in cash and cash equivalents	817	(10,837)	1,526
Cash and cash equivalents at beginning of period	5,155	15,992	14,466
Cash and cash equivalents at end of period	<u>\$ 5,972</u>	<u>\$ 5,155</u>	<u>\$ 15,992</u>
Supplemental cash flow information:			
Cash paid for interest	\$ (962)	\$ (691)	\$ (346)
Cash paid for income taxes	\$ (26)	\$ (59)	\$ (87)
Supplemental disclosure of non-cash investing and financing activities:			
Operating lease assets obtained in exchange for new operating lease liabilities	\$ 2,661	\$ —	\$ —
Issuance of common stock in connection with acquisition	\$ —	\$ —	\$ 800

ORION ENERGY SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 — DESCRIPTION OF BUSINESS

Orion includes Orion Energy Systems, Inc., a Wisconsin corporation, and all consolidated subsidiaries. Orion provides light emitting diode lighting systems, wireless Internet of Things enabled control solutions, project engineering, energy project management design, maintenance services and turnkey electric vehicle charging stations and related installation services to commercial and industrial businesses, and federal and local governments, predominantly in North America.

Orion's corporate offices and leased primary manufacturing operations are located in Manitowoc, Wisconsin. Orion also leases office space in Jacksonville, Florida and Lawrence, Massachusetts.

NOTE 2 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of Orion Energy Systems, Inc. and its wholly-owned subsidiaries. All significant intercompany transactions and balances have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during that reporting period. Areas that require the use of significant management estimates include revenue recognition, net realizable value of inventory, allowance for credit losses, accruals for warranty and loss contingencies, earn-out, income taxes, impairment analyses, and certain equity transactions. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

Orion considers all highly liquid, short-term investments with original maturities of three months or less to be cash equivalents.

Fair Value of Financial Instruments

Orion's financial instruments consist of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses and other, revolving credit facility and long-term debt. In addition, other long-term assets includes an equity investment of \$0.5 million that is carried at cost less impairment, of which there has been no impairment as of March 31, 2025. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. GAAP describes a fair value hierarchy based on the following three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value:

Level 1 — Valuations are based on unadjusted quoted prices in active markets for identical assets or liabilities.

Level 2 — Valuations are based on quoted prices for similar assets or liabilities in active markets, or quoted prices in markets that are not active for which significant inputs are observable, either directly or indirectly.

Level 3 — Valuations are based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement. Inputs reflect management's best estimate of what market participants would use in valuing the asset or liability at the measurement date.

The carrying amounts of Orion's financial instruments approximate their respective fair values due to the relatively short-term nature of these instruments. Long-term debt and revolving credit facility are considered Level 2 and are reflected in the consolidated balance sheet at carrying value, which approximate fair value because the stated interest rates are similar to interest rates currently available to Orion for similar obligations.

Allowance for Credit Losses

Orion performs ongoing evaluations of its customers and continuously monitors collections and payments. Orion estimates an allowance for credit losses based upon the historical collectability based on past due status and makes judgments about the creditworthiness of customers based on ongoing credit evaluations. We also consider customer-specific information, current market conditions, and reasonable and supportable forecasts of future economic conditions. See Note 4 – Accounts Receivable for further discussion of the allowance for credit losses.

Inventory

Inventories consist of raw materials and components, such as drivers, metal sheet and coil stock and molded parts; work in process inventories, such as frames and reflectors; and finished goods, including completed fixtures and systems, and accessories. All inventories are stated at the lower of cost or net realizable value with cost determined using the first-in, first-out (FIFO) method. In determining the lower of cost or net realizable value, we consider assumptions such as business and economic conditions, expected demand for our products, changes in technology or customer requirements, recent historical sales activity (including usage in the preceding 9 to 12 months) and selling prices, as well as estimates of future selling prices. When the net realizable value of inventories exceeds the carrying value, Orion records, as a charge to cost of product revenue, the amount required to reduce the carrying value of inventory to net realizable value.

Incentive Plan

Orion's human capital management and compensation committee annually approves an executive annual cash incentive program. Based upon the results for the fiscal years ended March 31, 2025, 2024, and 2023, Orion accrued approximately \$0.1 million, \$0.2 million and \$0 million expense related to these programs, respectively.

Revenue Recognition

Orion generates revenues primarily by selling commercial lighting fixtures and components, installing these fixtures in its customer's facilities, and providing maintenance services including repairs and replacements for the lighting and related electrical components deployed in its customer's facilities. Orion recognizes revenue in accordance with the guidance in "Revenue from Contracts with Customers" (Topic 606) ("ASC 606") when control of the goods or services being provided (which Orion refers to as a performance obligation) is transferred to a customer at an amount that reflects the consideration that management expects to receive in exchange for those goods or services. Prices are generally fixed at the time of order confirmation, either for the contract as a whole or for the hourly rates that will be charged for the type of maintenance services delivered. The amount of expected consideration includes estimated deductions and early payment discounts calculated based on historical experience, customer rebates based on agreed upon terms applied to actual and projected sales levels over the rebate period, and any amounts paid to customers in conjunction with fulfilling a performance obligation.

If there are multiple performance obligations in a single contract, the contract's total transaction price is allocated to each individual performance obligation based on their relative standalone selling price. A performance obligation's standalone selling price is the price at which Orion would sell such promised good or service separately to a customer. Orion uses an observable price to determine the stand-alone selling price for separate performance obligations or an expected cost-plus margin approach when one is not available. When the expected cost-plus margin approach is used to determine the estimated stand-alone selling price it is based on average historical margins for that performance obligation in contracts with similar customers.

Revenue derived from customer contracts which include only performance obligation(s) for the sale of Orion manufactured or sourced lighting fixtures and components is classified as Product revenue in the Consolidated Statements of Operations. The revenue

for these transactions is recorded at the point in time when management believes that the customer obtains control of the products, generally either upon shipment or upon delivery to the customer's facility. This point in time is determined separately for each contract and requires judgment by management of the contract terms and the specific facts and circumstances concerning the transaction.

Revenue from a customer contract, which includes both the sale of Orion manufactured or sourced fixtures and the installation of such fixtures (which Orion refers to as a turnkey project), is allocated between each lighting fixture and the installation performance obligation based on relative standalone selling prices.

Revenue from turnkey projects that is allocated to the sale of the lighting fixtures is recorded at the point in time when management believes the customer obtains control of the product(s) and is reflected in Product revenue. This point in time is determined separately for each customer contract based upon the terms of the contract and the nature and extent of Orion's control of the light fixtures during the installation. Product revenue associated with turnkey projects can be recorded (a) upon shipment or delivery, (b) subsequent to shipment or delivery and upon customer payments for the light fixtures, (c) when an individual light fixture is installed and working correctly, or (d) when the customer acknowledges that the entire installation project is substantially complete. Determining the point in time when a customer obtains control of the lighting fixtures in a turnkey project is applied separately for each individual light fixture included in a contract. In making this judgment, management considers the timing of various factors, including, but not limited to, those detailed below:

- when there is a legal transfer of ownership;
- when the customer obtains physical possession of the products;
- when the customer starts to receive the benefit of the products;
- the amount and duration of physical control that Orion maintains on the products after they are shipped to, and received at, the customer's facility;
- whether Orion is required to maintain insurance on the lighting fixtures when they are in transit and after they are delivered to the customer's facility;
- when each light fixture is physically installed and working correctly;
- when the customer formally accepts the product; and
- when Orion receives payment from the customer for the light fixtures.

Revenue from turnkey projects that is allocated to the single installation performance obligation is reflected in Service revenue. Service revenue is recorded over-time as Orion fulfills its obligation to install the light fixtures. Orion measures its performance toward fulfilling its performance obligations for installations using an output method that calculates the number of light fixtures removed and installed as of the measurement date in comparison to the total number of light fixtures to be removed and installed under the contract.

Revenue from the maintenance offering that includes both the sale of Orion manufactured or sourced product and service is allocated between the product and service performance obligations based on relative standalone selling prices, and is recorded in Product revenue and Service revenue, respectively, in the Consolidated Statement of Operations.

Orion offers a financing program, called an Orion Throughput Agreement, or OTA, for a customer's lease of Orion's energy management systems. The OTA is structured as a sales-type lease and upon successful installation of the system and customer acknowledgment that the system is operating as specified, revenue is recognized at Orion's net investment in the lease, which typically is the net present value of the future cash flows.

Orion also records revenue in conjunction with several limited power purchase agreements ("PPAs") still outstanding. Those PPAs are supply-side agreements for the generation of electricity. Orion's last PPA expires in 2031. Revenue associated with the sale of energy generated by the solar facilities under these PPAs is within the scope of ASC 606. Revenues are recognized over-time and are equal to the amount billed to the customer, which is calculated by applying the fixed rate designated in the PPAs to the variable amount of

electricity generated each month. This approach is in accordance with the “right to invoice” practical expedient provided for in ASC 606. Orion also recognizes revenue upon the sale to third parties of tax credits received from operating the solar facilities and from amortizing a grant received from the federal government during the period starting when the power generating facilities were constructed until the expiration of the PPAs; these revenues are not derived from contracts with customers and therefore not under the scope of ASC 606.

During the third quarter of fiscal 2023, Orion acquired Voltrek LLC ("Voltrek"), which sells and installs sourced electric vehicle charging stations and related software subscriptions and renewals. The results of Voltrek are included in the Orion EV segment and compliment Orion’s existing turnkey installation model.

The sale of charging stations and related software subscriptions, renewals and extended warranty is presented in Product revenue. Orion is the principal in the sales of charging stations as it has control of the physical products prior to transfer to the customer. Accordingly, revenue is recognized on a gross basis. For certain sales, primarily software subscriptions, renewals and extended warranty, Orion is the sales agent providing access to the content and recognize commission revenue net of amounts due to third parties who fulfill the performance obligation. For these sales, control passes at the point in time upon providing access of the content to the customer.

The sale of installation and services related to the EV charging business is presented in Service revenue. Revenue from the EV segment that includes both the sale of product and service is allocated between the product and service performance obligations based on relative standalone selling prices, and is recorded in Product revenue and Service revenue, respectively, in the Consolidated Statement of Operations.

From time to time, the EV segment enters into bill and hold arrangements, whereby the Company sells EV charging stations and the charging stations are warehoused at a Company location for a specified period of time in accordance with directions received from the Company's customers. Even though the charging stations are held at a Company location, a sale is recognized at the point in time when the customer obtains control of the product. Control is transferred to the customer in a bill and hold arrangement when: customer acceptance specifications have been met, legal title has transferred, the customer has a present obligation to pay for the product and the risk and rewards of ownership have transferred to the customer. Additionally, all the following bill and hold criteria have been met in order for control to be transferred to the customer: the reason for the bill and hold arrangement is substantive -the customer has requested the product be warehoused, the product has been identified as separately belonging to the customer, the product is currently ready for physical transfer to the customer, and the Company does not have the ability to use the product or direct it to another customer.

See Note 10 – Accrued Expenses and Other for a discussion of Orion’s accounting for the limited warranty it provides to customers for its products and services.

Sales taxes collected from customers and remitted to governmental authorities are accounted for on a net (excluded from revenues) basis.

Shipping and Handling Costs

Orion records costs incurred in connection with shipping and handling of products as cost of product revenue. Amounts billed to customers in connection with these costs are included in product revenue.

Research and Development

Orion expenses research and development costs as incurred. Amounts are included in the Consolidated Statement of Operations on the line item Research and development.

Income Taxes

Orion recognizes deferred tax assets and liabilities for the future tax consequences of temporary differences between financial reporting and income tax basis of assets and liabilities, measured using the enacted tax rates and laws expected to be in effect when the

temporary differences reverse. Deferred income taxes also arise from the future tax benefits of operating loss and tax credit carryforwards. A valuation allowance is established when management determines that it is more likely than not that all or a portion of a deferred tax asset will not be realized. For the fiscal year ended March 31, 2025 and 2024, Orion recognized a valuation allowance for all of its net deferred tax assets.

ASC 740, *Income Taxes*, also prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination. Orion has classified the amounts recorded for uncertain tax benefits in the balance sheet as other liabilities (non-current) to the extent that payment is not anticipated within one year. Orion recognizes penalties and interest related to uncertain tax liabilities in income tax expense. Penalties and interest are immaterial and are included in the unrecognized tax benefits.

Stock Based Compensation

Orion's share-based payments to employees are measured at fair value and are recognized against earnings, on a straight-line basis over the requisite service period.

Orion accounts for stock-based compensation in accordance with ASC 718, Compensation - Stock Compensation. Under the fair value recognition provisions of ASC 718, stock-based compensation is measured at the grant date based on the fair value of the award and is recognized as expense ratably over the requisite service period. As more fully described in Note 16 – Restricted Shares, Orion currently awards non-vested restricted stock (and in some cases, in conjunction with associated cash award accounted for as a liability) to employees, executive officers and directors.

Acquisition Related Costs

Acquisition related costs includes legal fees, consulting and success fees, and other integration related costs.

Concentration of Credit Risk and Other Risks and Uncertainties

Orion's cash is primarily deposited with one financial institution. At times, deposits in these institutions exceed the amount of insurance provided on such deposits. Orion has not experienced any losses in such accounts and believes that it is not exposed to any significant financial institution viability risk on these balances.

Orion purchases components necessary for its lighting products, including lamps and LED components, from multiple suppliers. For fiscal 2025, 2024 and 2023, no supplier accounted for more than 10% of total cost of revenue.

In fiscal 2025, one customer accounted for 24.3% of revenue. In fiscal 2024, one customer accounted for 25.2% of total revenue. In fiscal 2023, one customer accounted for 16.2% of total revenue. The revenue from this customer is recorded in Orion's lighting and maintenance segments.

As of March 31, 2025, one customer accounted for 13.0% of accounts receivable. As of March 31, 2024, two customers accounted for 17.3% and 11.7% of accounts receivable.

Compliance with the Continued Listing Standards of the Nasdaq Capital Market ("NASDAQ")

On September 20, 2024, the Company received written notice from NASDAQ that it was not in compliance with NASDAQ's minimum bid price requirement for continued listing on NASDAQ, as the closing bid price of the Company's common stock had been below \$1.00 per share for 30 consecutive trading days, and the Company was granted 180-calendar days, or until March 19, 2025 to regain compliance with the minimum bid price requirement. On March 19, 2025, the Company submitted a formal request to NASDAQ for an additional 180-calendar day period to regain compliance with the minimum bid price requirement and provided written notice to

NASDAQ that it intends to effectuate a reverse stock split during the additional compliance period if necessary to regain compliance with the minimum bid price requirement.

On March 20, 2025, the Company received a letter from NASDAQ notifying it that the Company was eligible for an additional 180-calendar day period, or until September 15, 2025, to regain compliance with the minimum bid price requirement. If the Company does not regain compliance by September 15, 2025, then NASDAQ will notify the Company of its determination to delist the Company's common stock from trading on NASDAQ. Although the Company would have an opportunity to appeal the delisting determination to a hearings panel, under NASDAQ rules, the Company's delisting from NASDAQ would be effective on or about September 16, 2025.

The Company intends to monitor the closing bid price of its common stock and likely will need to seek to effect a reverse stock split of the Company's common stock to regain compliance with NASDAQ's minimum bid price requirement by September 15, 2025 in order to avoid delisting. There can be no assurance that the Company will be able to regain compliance with NASDAQ's minimum bid price requirement, even if it maintains compliance with the other NASDAQ listing requirements.

Recent Accounting Pronouncements

Changes to U.S. GAAP are typically established by the Financial Accounting Standards Board ("FASB") in the form of accounting standards updates ("ASUs") to the FASB's Accounting Standards Codification ("ASC"). Orion considers the applicability and impact of all ASUs.

Recently Adopted Standards

In November 2023, the FASB issued ASU No. 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures, which modifies the disclosure and presentation requirements of reportable segments. The amendments in the update require the disclosure of significant segment expenses that are regularly provided to the chief operating decision maker (the "CODM") and included within each reported measure of segment profit and loss. The amendments also require disclosure of all other segment items by reportable segment and a description of its composition. Additionally, the amendments require disclosure of the title and position of the CODM and an explanation of how the CODM uses the reported measure(s) of segment profit or loss in assessing segment performance and deciding how to allocate resources. Orion adopted this standard on April 1, 2024 and adoption had no impact on the financial statements, only the accompanying footnotes. See Note 17, Segment Data, for the updated segment disclosures as a result of adopting this ASU.

Issued: Not Yet Adopted

In November 2024, the FASB issued ASU No. 2024-03, Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40), which modifies the disclosure and presentation requirements relating to expenses shown on the income statement. The amendments in the update require disclosure, in the notes to financial statements, of specified information about certain costs and expenses. The amendments require that at each interim and annual reporting period an entity: 1. Disclose the amounts of (a) purchases of inventory, (b) employee compensation, (c) depreciation, (d) intangible asset amortization, and (e) depreciation, depletion, and amortization recognized as part of oil and gas-producing activities. 2. Include certain amounts that are already required to be disclosed under current generally accepted accounting principles in the same disclosure as the other disaggregation requirements. 3. Disclose a qualitative description of the amounts remaining in relevant expense captions that are not separately disaggregated quantitatively. 4. Disclose the total amount of selling expense and, in annual reporting periods, an entity's definition of selling expenses. The amendments in this update are effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. Early adoption is permitted. Orion is currently evaluating the impact that this guidance will have on the presentation of its consolidated financial statements and accompanying notes.

In December 2023, the FASB issued ASU No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which expands disclosures in an entity's income tax rate reconciliation table and disclosures regarding cash taxes paid both in the U.S. and foreign jurisdictions. The update will be effective for annual periods beginning after December 15, 2025. Orion is currently evaluating the impact that this guidance will have on the presentation of its consolidated financial statements and accompanying notes.

NOTE 3 — REVENUE

Revenue Recognition

See Note 2 – Summary of Significant Accounting Policies for a discussion of Orion's accounting policies related to revenue recognition.

Contract Fulfillment Costs

Costs associated with product sales are accumulated in inventory as the fixtures are manufactured and are transferred to Cost of product revenue at the time revenue is recorded. See Note 5 – Inventories. Costs associated with installation sales are expensed as incurred.

Disaggregation of Revenue

The primary end-users of Orion's lighting products and services are (a) the federal government, and (b) commercial or industrial companies.

The federal government obtains Orion products and services primarily through turnkey project sales that Orion makes to a select group of contractors who focus on the federal government. Revenues associated with government end-users are primarily included in the Orion lighting and EV segments.

Commercial or industrial end-users obtain Orion products and services through turnkey project sales or by purchasing products either direct from Orion or through distributors or energy service companies ("ESCOs"). Revenues associated with commercial and industrial end-users are included within each of Orion's segments.

See Footnote 17 - Segment Data, for additional discussion concerning Orion's reportable segments.

The following table provides detail of Orion's total revenues for the year ended March 31, 2025, 2024, and 2023 (dollars in thousands):

	Year Ended March 31, 2025			Year Ended March 31, 2024			Year Ended March 31, 2023		
	Product	Services	Total	Product	Services	Total	Product	Services	Total
Revenue from contracts with customers:									
Lighting product and installation	\$ 39,247	\$ 7,659	\$ 46,906	\$ 50,229	\$ 10,783	\$ 61,012	\$ 46,500	\$ 7,088	\$ 53,588
Maintenance services	5,902	9,288	15,190	4,687	12,460	17,147	3,266	11,289	14,555
Electric vehicle charging	8,421	8,405	16,826	8,301	4,031	12,332	4,479	1,796	6,275
Solar energy-related revenues	17	—	17	28	—	28	—	—	—
Total revenues from contracts with customers	53,587	25,352	78,939	63,245	27,274	90,519	54,245	20,173	74,418
Revenue accounted for under other guidance ⁽¹⁾	781	—	781	62	—	62	2,965	—	2,965
Total revenue	\$ 54,368	\$ 25,352	\$ 79,720	\$ 63,307	\$ 27,274	\$ 90,581	\$ 57,210	\$ 20,173	\$ 77,383

(1) Revenue accounted for under other guidance is recognized as Product revenue in the consolidated statements of operations and includes \$0.7 million, \$0 and \$2.8 million derived from sales-type leases for light fixtures for the fiscal years ended March 31, 2025, 2024, and 2023, respectively; \$0, \$0.1 million, and \$0.1 million derived from the sale of tax credits generated from Orion's legacy operation for distributing solar energy for the fiscal years ended March 31, 2025, 2024, and 2023, respectively; and \$0.1 million derived from the amortization of federal grants received in 2010 and 2011 as reimbursement for a portion of the costs to construct the legacy solar facilities for the fiscal years ended March 31, 2025, 2024, and 2023.

Bill and hold revenue that had not shipped was \$0.1 million and \$0.8 million as of March 31, 2025 and 2024, respectively.

Cash Flow Considerations

Material only orders are short-term in nature generally having terms of significantly less than one year. We record revenue from these contracts when the customer obtains control of those goods, which is generally consistent with the payment due date. There is not a significant impact on the nature, amount, timing, and uncertainty of revenue or cash flows based on when control transfers.

Turnkey projects and repair services provided to commercial or industrial companies typically span between one week to three months. Customer payment requirements for these projects vary by contract. Some contracts provide for customer payments for products and services as they are delivered, other contracts specify that the customer will pay for the project in its entirety upon completion of the installation.

Turnkey projects where the end-user is the federal government typically span a three to six-month period. The contracts for these sales often provide for monthly progress payments equal to ninety percent (90%) of the value provided by Orion during the month.

Orion provides long-term financing to one customer who frequently engages Orion in large turnkey projects that span between three and nine months. The customer executes an agreement providing for monthly payments of the contract price, plus interest, over a five-year period. The total transaction price in these contracts is allocated between product and services in the same manner as all other turnkey projects. The portion of the transaction associated with the installation is accounted for consistently with all other installation related performance obligations. The portion of the transaction associated with the sale of the multiple individual light fixtures is accounted for as sales-type leases in accordance with the guidance for leases. Revenues associated with the sales-type leases are included in Product revenue and recorded for each fixture separately based on the customer's monthly acknowledgment that specified fixtures have been installed and are operating as specified.

The payments associated with these transactions that are due during the twelve months subsequent to March 31, 2025 are included in Accounts receivable, net in Orion's Consolidated Balance Sheets. The remaining amounts due that are associated with these transactions are included in Long-term accounts receivable in Orion's Consolidated Balance Sheets. As of March 31, 2025 and 2024, there were no such transactions included in Long-term accounts receivable.

The customer's monthly payment obligation commences after completion of the turnkey project. Orion generally sells the receivable from the customer to a financial institution either during, or shortly after completion of, the installation period. Upon execution of the receivables purchase / sales agreement, all amounts due from the customer are included in Revenues earned but not billed on Orion's Consolidated Balance Sheets until cash is received from the financial institution. The financial institution releases funds to Orion based on the customer's monthly acknowledgment of the progress Orion has achieved in fulfilling its installation obligation. Orion provides the progress certifications to the financial institution one month in arrears.

The total amount received from the sales of these receivables during the twelve months ended March 31, 2025, 2024, and 2023 was \$1.8 million, \$0 and \$6.3 million, respectively. Orion's losses on these sales aggregated to \$0.1 million, \$0 and \$0.1 million for the fiscal years ended March 31, 2025, 2024, and 2023, respectively, and are included in Interest expense in the Consolidated Statements of Operations.

Practical Expedients and Exemptions

Orion expenses sales commissions when incurred because the amortization period is one year or less. These costs are recorded within Sales and marketing expense. There are no other capitalizable costs associated with obtaining contracts with customers.

Orion's performance obligations related to lighting fixtures and EV charging stations typically do not exceed nine months in duration. As a result, Orion has elected the practical expedient that provides an exemption to the disclosure requirements regarding information about value assigned to remaining performance obligations on contracts that have original expected durations of one year or less.

Orion also elected the practical expedient that permits companies to not disclose quantitative information about the future revenue when revenue is recognized as invoices are issued to customers for services performed.

Other than the turnkey projects which result in sales-type leases discussed above, Orion generally receives full payment for satisfied performance obligations in less than one year. Accordingly, Orion does not adjust revenues for the impact of any potential significant financing component as permitted by the practical expedients provided in ASC 606.

Contract Balances

A receivable is recognized when Orion has an enforceable right to payment in accordance with contract terms and an invoice has been issued to the customer. Payment terms on invoiced amounts are typically 30 days from the invoice date.

Revenue earned but not billed represents revenue that has been recognized in advance of billing the customer, which is a common practice in Orion contracts for turnkey installations and repairs / replacement services. Once Orion has an unconditional right to consideration under these contracts, Orion typically bills the customer accordingly and reclassifies the amount to Accounts receivable, net. The change in contract assets is due to higher fiscal 2024 revenue and timing of project completions and invoicing.

Deferred revenue, current as of March 31, 2025, includes \$0.4 million of contract liabilities which represent consideration received from customers on which installation has not yet begun or is partially complete and Orion has not fulfilled its contractual obligations. The amount of revenues recognized in the period that were included in the opening deferred revenue balances were \$0.1 million, \$0.5 million, and \$0 for the years ended March 31, 2025, 2024, and 2023 respectively. This revenue consists primarily of work performed on previous billings to customers. The difference between the opening and closing balances of Orion's deferred revenue primarily results from the timing of Orion's billings in relation to the performance of work.

The following chart shows the balance of Orion's receivables arising from contracts with customers, contract assets and contract liabilities as of March 31, 2025, and March 31, 2024 (dollars in thousands):

	March 31, 2025	March 31, 2024
Accounts receivable, net	\$ 12,845	\$ 14,022
Revenue earned but not billed (1)	\$ 2,908	\$ 4,539
Deferred revenue (2)	\$ 367	\$ 124

- (1) Within the revenue earned not billed line on the condensed consolidated balance sheet, \$0.4 million in fiscal 2025 is accounted for as a sales type lease under ASC 842, and therefore has been excluded from this table since it is not considered a "contract asset", which is an asset defined by ASC 606.
- (2) Includes the unamortized portion of the funds received from the federal government in 2010 and 2011 as reimbursement for the costs to build the two facilities related to the PPAs. As the transaction is not considered a contract with a customer, this value is not a contract liability as defined by ASC 606.

NOTE 4 — ACCOUNTS RECEIVABLE

Orion's accounts receivable are due from companies in the commercial, governmental, industrial and agricultural industries, as well as wholesalers. Credit is extended based on an evaluation of a customer's financial condition. Generally, collateral is not required for end users; however, the payment of certain trade accounts receivable from wholesalers is secured by irrevocable standby letters of credit and/or guarantees. Accounts receivable are generally due within 30-60 days. Accounts receivable are stated at the amount Orion expects to collect from outstanding balances. Orion provides for probable uncollectible amounts through a charge to earnings and a credit to an allowance for credit losses based on its assessment of the current status of individual accounts. Balances that are still outstanding after Orion has used reasonable collection efforts are written off through a charge to the allowance for doubtful accounts and a credit to accounts receivable. Orion's accounts receivable and allowance for credit losses balances were as follows (dollars in thousands):

	2025	2024
Accounts receivable, gross	\$ 12,909	\$ 14,094
Allowance for credit losses	(64)	(72)
Accounts receivable, net	<u>\$ 12,845</u>	<u>\$ 14,022</u>

Changes in Orion's allowance for credit losses were as follows (dollars in thousands):

	Fiscal Year Ended March 31,		
	2025	2024	2023
Beginning of period	\$ (72)	\$ (86)	\$ (8)
Reserve adjustment	14	—	(16)
Credit loss/bad debt expense	(392)	(170)	(65)
Write-off	386	184	3
End of period	<u>\$ (64)</u>	<u>\$ (72)</u>	<u>\$ (86)</u>

NOTE 5 — INVENTORIES

As of March 31, 2025 and 2024, Orion's inventory balances were as follows (dollars in thousands):

	Inventories
As of March 31, 2025	
Raw materials and components	\$ 4,691
Work in process	286
Finished goods	6,415
Total	<u>\$ 11,392</u>
As of March 31, 2024	
Raw materials and components	\$ 7,219
Work in process	267
Finished goods	10,760
Total	<u>\$ 18,246</u>

Costs associated with the procurement and warehousing of inventories, such as inbound freight charges and purchasing and receiving costs, are also included in cost of product revenue.

NOTE 6 — PREPAID EXPENSES AND OTHER CURRENT ASSETS

Prepaid expenses consists primarily of prepaid insurance premiums, debt issue costs, prepaid subscription fees and sales tax receivable. Prepaid expenses totaled \$1.3 million as of March 31, 2025 and March 31, 2024.

Other current assets as of March 31, 2025 and March 31, 2024 consists primarily of \$0.6 million and \$1.6 million, respectively, of prepaid software and services.

NOTE 7 — PROPERTY AND EQUIPMENT

Property and equipment are stated at cost. Expenditures for additions and improvements are capitalized, while replacements, maintenance and repairs, which do not improve or extend the lives of the respective assets, are expensed as incurred. Properties and equipment sold, or otherwise disposed of, are removed from the property and equipment accounts, with gains or losses on disposal credited or charged to income from operations.

Orion periodically reviews the carrying values of property and equipment for impairment in accordance with ASC 360, Property, Plant and Equipment, if events or changes in circumstances indicate that the assets may be impaired. The estimated future undiscounted cash flows expected to result from the use of the assets and their eventual disposition are compared to the assets' carrying amount to determine if a write down to market value is required.

Property and equipment were comprised of the following (dollars in thousands):

	March 31, 2025	March 31, 2024
Land and land improvements	\$ 433	\$ 433
Buildings and building improvements	9,552	9,504
Furniture, fixtures and office equipment	7,886	7,941
Leasehold improvements	493	540
Equipment leased to customers	4,997	4,997
Plant equipment	11,011	11,142
Vehicles	464	959
Gross property and equipment	34,836	35,516
Less: accumulated depreciation	(26,810)	(25,923)
Total property and equipment, net	\$ 8,026	\$ 9,593

Depreciation is recognized over the estimated useful lives of the respective assets, using the straight-line method. Orion recorded depreciation expense of \$1.3 million, \$1.4 million and \$1.4 million for the years ended March 31, 2025, 2024 and 2023, respectively.

Depreciable lives by asset category are as follows:

Land improvements	10-15 years
Buildings and building improvements	10-39 years
Furniture, fixtures and office equipment	2-10 years
Leasehold improvements	Shorter of asset life or life of lease
Equipment leased to customers under Power Purchase Agreements	20 years
Plant equipment	3-10 years
Vehicles	5-7 years

NOTE 8 — LEASES

From time to time, Orion leases assets from third parties. Orion also leases certain assets to third parties. Leases are accounted for, and reported upon, following the requirements of ASC 842, Leases.

Whether it is the lessee or the lessor, Orion's determination of whether a contract includes a lease, and assessing how the lease should be accounted for, is a matter of judgment based on whether the risks and rewards, as well as substantive control of the assets specified in the contract, have been transferred from the lessor to the lessee. The judgment considers matters such as whether the assets are transferred from the lessor to the lessee at the end of the contract, the term of the agreement in relation to the asset's remaining economic useful life, and whether the assets are of such a specialized nature that the lessor will not have an alternative use for such

assets at the termination of the agreement. Other matters requiring judgment are the lease term when the agreement includes renewal or termination options and the interest rate used when initially determining the ROU asset and lease liability.

ROU assets represent Orion’s right to use an underlying asset for the lease term and lease liabilities represent Orion’s obligation to make lease payments arising from the lease. Under ASC 842, both finance and operating lease ROU assets and lease liabilities for leases with initial terms in excess of 12 months are recognized at the commencement date based on the present value of lease payments over the lease term. When available, Orion uses the implicit interest rate in the lease when completing this calculation. However, as most of Orion’s operating lease agreements generating ROU assets do not provide the implicit rate, Orion’s incremental borrowing rate under its line of credit, adjusted for differences in duration and the relative collateral value in relation to the payment obligation, at the commencement of the lease is generally used in this calculation. The lease term includes options to extend or renew the agreement, or for early termination of the agreement, when it is reasonably certain that Orion will exercise such option. ROU assets are depreciated using the straight-line method over the lease term.

Orion recognizes lease expense for leases with an initial term of 12 months or less, referred to as short term leases, on a straight-line basis over the lease term.

Assets Orion Leases from Other Parties

On January 31, 2020, Orion entered into the current lease for its primary manufacturing and distribution facility in Manitowoc, WI. The lease has a 10-year term, with the option to terminate after six years. As of January 31, 2025, Orion did not find it reasonable to exercise the early termination of the lease, causing a triggering event which led to a reassessment of lease assets and liabilities. The lease also has an option to renew for two additional successive periods of five years each. The renewal option is not in the calculation of the right of use asset or liability. Orion is responsible for the costs of insurance and utilities for the facility. These costs are considered variable lease costs. The agreement is classified as an operating lease.

In February 2014, Orion entered into a multi-year lease agreement for use of office space in a multi-use office building in Jacksonville, Florida. The lease has since been extended, most recently during the first quarter of fiscal 2024, and presently terminates on June 30, 2026. The agreement is classified as an operating lease.

We lease office space in Lawrence, Massachusetts. The lease presently terminates in October, 2026. The agreement is classified as an operating lease.

Additionally, we had a lease in Pewaukee, Wisconsin that was terminated early in August of the current fiscal year. The agreement was classified as an operating lease. Additional details regarding the early termination can be seen in Note 19 - Restructuring Expense and Other Related Costs.

Orion has leased other assets from third parties, principally office and production equipment. The terms of our other leases vary from contract to contract and expire at various dates in the next five years.

The weighted average discount rate for Orion’s lease obligations as of March 31, 2025 and 2024 is 6.8% and 5.3%, respectively. The weighted average remaining lease term as of March 31, 2025 and 2024 is 4.5 years and 2.1 years, respectively.

A summary of Orion’s assets leased from third parties follows (dollars in thousands):

	Balance sheet classification	March 31, 2025	March 31, 2024
Assets			
Operating lease assets	Other long-term assets	\$ 3,456	\$ 1,770
Liabilities			
Current liabilities			
Operating lease liabilities	Accrued expenses and other	794	990
Non-current liabilities			
Operating lease liabilities	Other long-term liabilities	2,829	1,121
Total lease liabilities		<u>\$ 3,623</u>	<u>\$ 2,111</u>

Orion had operating lease costs of \$1.2 million for the year ended March 31, 2025. This includes short-term leases and variable lease costs, which are immaterial.

The estimated maturity of lease liabilities for each of the future years is shown below (dollars in thousands):

Maturity of Lease Liabilities	Operating Leases
Fiscal 2026	1,018
Fiscal 2027	886
Fiscal 2028	803
Fiscal 2029	828
Fiscal 2030	707
Total lease payments	\$ 4,242
Less: Interest	(619)
Present value of lease liabilities	\$ 3,623

Assets Orion Leases to Other Parties

Orion provides long-term financing to one customer who frequently engages Orion in large turnkey projects that span between three and nine months. The customer executes an agreement providing for monthly payments, at a fixed monthly amount, of the contract price, plus interest, over typically a five-year period. The total transaction price in these contracts is allocated between product and services in the same manner as all other turnkey projects. The portion of the transaction associated with the installation is accounted for consistently with all other installation related performance obligations under ASC 606.

While Orion retains ownership of the light fixtures during the financing period, the transaction terms and the underlying economics associated with used lighting fixtures results in Orion essentially ceding ownership of the lighting fixtures to the customer after completion of the agreement. Therefore, the portions of the transaction associated with the sale of the multiple individual light fixtures is accounted for as a sales-type lease under ASC 842.

Revenues, and production and acquisition costs, associated with sales-type leases are included in Product revenue and Costs of product revenues in the Consolidated Statement of Operations. These amounts are recorded for each fixture separately based on the customer's monthly acknowledgment that specified fixtures have been installed and are operating as specified. The execution of the acknowledgment is considered the commencement date as defined in ASC 842.

The following chart shows the amount of revenue and cost of sales arising from sales-type leases during the year ended March 31, 2025, 2024 and 2023 (dollars in thousands):

	March 31, 2025	March 31, 2024	March 31, 2023
Product revenue	\$ 781	\$ —	\$ 2,818
Cost of product revenue	785	—	2,771

The Consolidated Balance Sheet as of March 31, 2025 includes a net investment of \$0.4 million in sales-type leases as all amounts due from the customer associated with lighting fixtures that were acknowledged to be installed and working correctly prior to period end were not transferred to the financing institution prior to the balance sheet date. During fiscal 2025, Orion sold receivables having an aggregate face value of \$2.6 million to the financing institution in exchange for cash proceeds of \$2.4 million. Related servicing fees for the period were immaterial.

Other Agreements where Orion is the Lessor

Orion has leased unused portions of its corporate headquarters to third parties. The length and payment terms of the leases vary from contract to contract and, in some cases, include options for the tenants to extend the lease terms. Annual lease payments are recorded as a reduction in administrative operating expenses and were not material in the years ended March 31, 2025, 2024 and 2023. Orion has accounted for these transactions as operating leases.

NOTE 9 — GOODWILL AND OTHER INTANGIBLE ASSETS

Orion has \$0.9 million of goodwill related to its purchase of Voltrek in the third quarter of fiscal 2023, which is assigned to the EV segment.

Orion has \$0.6 million of goodwill related to its purchase of Stay-Lite Lighting during fiscal year 2022, which is assigned to the Orion maintenance segment.

See Note 18 – Acquisition for further discussion of the Voltrek acquisition.

The costs of specifically identifiable intangible assets that do not have an indefinite life are amortized over their estimated useful lives. Goodwill and intangible assets with indefinite lives are not amortized.

Amortizable intangible assets are amortized over their estimated economic useful life to reflect the pattern of economic benefits consumed based upon the following lives and methods:

Patents	10-17 years	Straight-line
Licenses	7-13 years	Straight-line
Customer relationships	5-8 years	Accelerated based upon the pattern of economic benefits consumed
Vendor relationships	5-8 years	Accelerated based upon the pattern of economic benefits consumed
Developed technology	8 years	Accelerated based upon the pattern of economic benefits consumed
Tradename	5-10 years	Straight-line

Intangible assets that have a definite life are evaluated for potential impairment whenever events or circumstances indicate that the carrying value may not be recoverable based primarily upon whether expected future undiscounted cash flows are sufficient to support the asset recovery. If the actual useful life of the asset is shorter than the estimated life, the asset may be deemed to be impaired and accordingly a write-down of the value of the asset determined by a discounted cash flow analysis or shorter amortization period may be required.

Indefinite lived intangible assets and goodwill are evaluated for impairment at least annually on the first day of Orion's fiscal fourth quarter, or when indications of potential impairment exist. This annual impairment review may begin with a qualitative test to determine whether it is more likely than not that an indefinite lived intangible asset's carrying value is greater than its fair value. If the qualitative assessment reveals that asset impairment is more likely than not, a quantitative impairment test is performed comparing the fair value of the indefinite lived intangible asset to its carrying value. Alternatively, the qualitative test may be bypassed and the quantitative impairment test may be immediately performed. If the fair value of the indefinite lived intangible asset exceeds its carrying value, the indefinite lived intangible asset is not impaired and no further review is performed. If the carrying value of the indefinite lived intangible asset exceeds its fair value, an impairment loss would be recognized in an amount equal to such excess. Once an impairment loss is recognized, the adjusted carrying value becomes the new accounting basis of the indefinite lived intangible asset.

Orion performed a qualitative assessment in conjunction with its annual impairment test of its indefinite lived intangible assets and goodwill as of January 1, 2025. This qualitative assessment considered Orion's operating results for the first nine months of fiscal 2025 in comparison to prior years as well as its anticipated fourth quarter results and fiscal 2025 plan. As a result of the conditions that existed as of the assessment date, an asset impairment was not deemed to be more likely than not and a quantitative analysis was not required.

Orion performed a qualitative assessment in conjunction with its annual impairment test of its indefinite lived intangible assets as of January 1, 2024. This qualitative assessment considered Orion's operating results for the first nine months of fiscal 2024 in comparison to prior years as well as its anticipated fourth quarter results and fiscal 2024 plan. Orion determined a triggering event existed with the acquired intangible assets from the Stay-Lite acquisition, which represents the asset group, within the maintenance segment, resulting in the need for a quantitative assessment on the definite-lived intangible assets. The Company recognized non-cash

intangible impairment losses of \$0.5 million in general and administrative expense in fiscal 2024 related to the acquired Stay-Lite trade name and customer list within the maintenance segment. We utilized the relief from royalty method and multi-period excess earnings method under the income approach to estimate fair value. The impairment charges are due to sustained expectations of declining revenue growth in future years and decreased margin expectations related to those acquired assets. After these impairments, the aggregate carrying amount of these intangible assets was \$0.

Orion performed a qualitative assessment in conjunction with its annual impairment test of its goodwill as of January 1, 2024. This qualitative assessment considered Orion segment's operating results for the first nine months of fiscal 2024 in comparison to prior years as well as its anticipated fourth quarter results and fiscal 2024 plan. As a result of the conditions that existed as of the assessment date, Orion determined a triggering event existed and a quantitative assessment was required for the goodwill within the maintenance segment. We utilized the multi-period excess earnings method under the income approach to estimate fair value. The quantitative assessment determined the undiscounted future cash flows exceeded the carrying value of the assets, and as such impairment conditions did not exist at the measurement date. No triggering event existed in the EV segment, and as such an asset impairment was not deemed to be more likely than not and a quantitative analysis was not required.

The components of, and changes in, the carrying amount of other intangible assets were as follows (dollars in thousands):

	March 31, 2025			Weighted Average Useful Life	March 31, 2024		
	Gross Carrying Amount	Accumulated Amortization	Net		Gross Carrying Amount	Accumulated Amortization	Net
Amortized Intangible Assets							
Patents	\$ 1,895	\$ (1,568)	\$ 327	8.6	\$ 2,521	\$ (2,029)	\$ 492
Licenses	58	(58)	—	—	58	(58)	—
Trade name and trademarks	300	(150)	150	2.5	300	(90)	210
Customer relationships	5,000	(4,763)	237	0.5	5,000	(4,296)	704
Vendor relationships	2,600	(925)	1,675	4.5	2,600	(554)	2,046
Developed technology	900	(900)	—	—	900	(900)	—
Total Amortized Intangible Assets	\$ 10,753	\$ (8,364)	\$ 2,389	4.9	\$ 11,379	\$ (7,927)	\$ 3,452
Indefinite-lived Intangible Assets							
Trade name and trademarks	\$ 990	\$ —	\$ 990		\$ 1,010	\$ —	\$ 1,010
Total Indefinite-lived Intangible Assets	\$ 990	\$ —	\$ 990		\$ 1,010	\$ —	\$ 1,010
Total Other Intangible Assets	\$ 11,743	\$ (8,364)	\$ 3,379		\$ 12,389	\$ (7,927)	\$ 4,462

The estimated amortization expense for each of the next five years is shown below (dollars in thousands):

Fiscal 2026	\$	725
Fiscal 2027		479
Fiscal 2028		442
Fiscal 2029		405
Fiscal 2030		219
Thereafter		119
	\$	2,389

Amortization expense is set forth in the following table (dollars in thousands):

	Fiscal Year Ended March 31,		
	2025	2024	2023
Amortization included in cost of sales:			
Patents	\$ 171	\$ 99	\$ 107
Total	\$ 171	\$ 99	\$ 107
Amortization included in operating expenses:			
Customer relationships	\$ 467	\$ 525	\$ 296
Vendor relationships	371	371	183
Tradename	60	90	67
Total	898	986	546
Total amortization of intangible assets	\$ 1,069	\$ 1,085	\$ 653

Orion's management periodically reviews the carrying value of patent applications and related costs. When a patent application is probable of being unsuccessful or a patent is no longer in use, Orion writes off the remaining carrying value as a charge to general and administrative expense within its Consolidated Statements of Operations. In fiscal years 2025, 2024, and 2023, write-offs were immaterial.

NOTE 10 — ACCRUED EXPENSES AND OTHER

As of March 31, 2025 and March 31, 2024, Accrued expenses and other included the following (dollars in thousands):

	March 31, 2025	March 31, 2024
Accrued acquisition earn-out	\$ 3,263	\$ 875
Other accruals	2,180	1,854
Compensation and benefits	2,424	2,255
Credits due to customers	1,581	1,167
Accrued project costs	2,283	2,366
Warranty	449	552
Sales tax	273	219
Legal and professional fees	177	46
Sales returns reserve	98	106
Total	\$ 12,728	\$ 9,440

Orion generally offers a limited warranty of one to 10 years on its lighting products including the pass through of standard warranties offered by major original equipment component manufacturers. The manufacturers' warranties cover lamps, ballasts, LED modules, LED chips, LED drivers, control devices, and other fixture related items, which are significant components in Orion's lighting products.

Changes in Orion's warranty accrual (both current and long-term) were as follows (dollars in thousands):

	March 31,		
	2025	2024	2023
Beginning of year	\$ 725	\$ 646	\$ 860
Accruals	350	473	382
Warranty claims (net of vendor reimbursements)	(436)	(394)	(596)
Ending balance	\$ 639	\$ 725	\$ 646

Effective on October 5, 2022, Orion acquired all the membership interests of Voltrek, an electric vehicle charging station solutions provider (the "Voltrek Acquisition"). The Voltrek Acquisition agreement provided that, depending upon the relative EBITDA growth of Voltrek's business in fiscal 2023, 2024 and 2025, Orion could pay up to an additional \$3.0 million, \$3.5 million and \$7.15 million, respectively, in earn-out payments. These compensatory payments do not fall within the scope of ASC 805, Business Combinations, and have been expensed over the course of the earn-out periods to the extent they were earned. As of March 31, 2025, Orion has recorded \$3.3 million to accrued acquisition earn-out that remains unpaid.

NOTE 11 — NET (LOSS) INCOME PER COMMON SHARE

Basic net (loss) income per common share is computed by dividing net (loss) income by the weighted-average number of common shares outstanding for the period and does not consider common stock equivalents.

Diluted net (loss) income per common share reflects the dilution that would occur if stock options were exercised and restricted shares vested. In the computation of diluted net (loss) income per common share, Orion uses the treasury stock method for outstanding options and restricted shares. Net (loss) income per common share is calculated based upon the following shares:

	Fiscal Year Ended March 31,		
	2025	2024	2023
Numerator:			
Net (loss) income (dollars in thousands)	\$ (11,801)	\$ (11,671)	\$ (34,341)
Denominator:			
Weighted-average common shares outstanding	32,829,470	32,486,240	31,703,712
Weighted-average effect of assumed conversion of stock options and restricted stock	—	—	—
Weighted-average common shares and share equivalents outstanding	32,829,470	32,486,240	31,703,712
Net (loss) income per common share:			
Basic	\$ (0.36)	\$ (0.36)	\$ (1.08)
Diluted	\$ (0.36)	\$ (0.36)	\$ (1.08)

The following table indicates the number of potentially dilutive securities excluded from the calculation of Diluted net (loss) income per common share because their inclusion would have been anti-dilutive. The number of shares is as of the end of each period:

	March 31,		
	2025	2024	2023
Time-Based Restricted Shares	1,331,594	1,014,104	612,819
Performance-Based Restricted Shares	1,529,936	708,377	130,635
Total	2,861,530	1,722,481	743,454

NOTE 12 — LONG-TERM DEBT

Long-term debt including the revolving credit facility as of March 31, 2025 and 2024 consisted of the following (dollars in thousands):

	March 31,	
	2025	2024
Revolving credit facility	\$ 7,000	\$ 10,000
Term loan	\$ 3,324	\$ —
Equipment debt obligations	—	3
Total long-term debt	10,324	10,003
Less current maturities	(353)	(3)
Long-term debt, less current maturities	\$ 9,971	\$ 10,000

Revolving Credit Agreement

On December 29, 2020, Orion entered into a Loan and Security Agreement with Bank of America, N.A., as lender (the "Credit Agreement"). The Credit Agreement provides for a five-year \$25.0 million revolving credit facility (the "Credit Facility") that matures on June 30, 2027. Borrowings under the Credit Facility are subject to a borrowing base requirement based on eligible receivables, inventory and cash. As of March 31, 2025, the borrowing base of the Credit Facility supports \$15.0 million of availability, with \$8.0 million remaining availability subject to a \$1 million availability block, net of \$7.0 million borrowed.

The Credit Agreement is secured by a first lien security interest in substantially all of Orion's assets.

Borrowings under the Credit Agreement are permitted in the form of SOFR or prime rate-based loans and generally bear interest at floating rates plus an applicable margin determined by reference to Orion’s availability under the Credit Agreement. Among other fees, Orion is required to pay an annual facility fee and a fee on the unused portion of the Credit Facility.

The Credit Agreement includes a springing minimum fixed cost coverage ratio of 1.0 to 1.0 when excess availability under the Credit Facility falls below \$4.0 million of the committed facility. Currently, the required springing minimum fixed cost coverage ratio is not required.

The Credit Agreement also contains customary events of default and other covenants, including certain restrictions on Orion’s ability to incur additional indebtedness, consolidate or merge, enter into acquisitions, pay any dividend or distribution on Orion’s stock, redeem, retire or purchase shares of Orion’s stock, make investments or pledge or transfer assets. If an event of default under the Credit Agreement occurs and is continuing, then the lender may cease making advances under the Credit Agreement and declare any outstanding obligations under the Credit Agreement to be immediately due and payable. In addition, if Orion becomes the subject of voluntary or involuntary proceedings under any bankruptcy or similar law, then any outstanding obligations under the Credit Agreement will automatically become immediately due and payable.

Effective November 4, 2022, Orion, with Bank of America, N.A. as lender, executed Amendment No. 1 to its Credit Agreement. The primary purpose of the amendment was to include the assets of the acquired subsidiaries, Stay-Lite Lighting and Voltrek, as secured collateral under the Credit Agreement and to document the conversion from LIBOR to SOFR based loans. Accordingly, eligible assets of Stay-Lite and Voltrek will be included in the borrowing base calculation for the purpose of establishing the monthly borrowing availability under the Credit Agreement. The amendment also clarifies that the earn-out liabilities associated with the Stay-Lite and Voltrek transactions are permitted under the Credit Agreement and that the expenses recognized in connection with those earn-outs should be added back in the computation of EBITDA, as defined, under the Credit Agreement.

Effective April 22, 2024, the Company, with Bank of America, N.A. as lender, executed Amendment No. 2 to its Credit Agreement (“Amendment No. 2”). The primary purpose of Amendment No. 2 was to add a \$3.525 million mortgage loan facility to the Credit Agreement secured by the Company’s office headquarters property in Manitowoc, Wisconsin. Amendment No. 2 also broadened the definition of receivables to encompass government receivables as being eligible to be included in the Company’s borrowing base calculation for the purpose of establishing the Company’s monthly borrowing availability under the Credit Agreement. Quarterly installments of \$88,125 are due on the first day of each fiscal quarter beginning October 1, 2024.

Effective October 30, 2024, the Company, with Bank of America, N.A. as lender, executed Amendment No. 3 ("Amendment No. 3") to its Credit Agreement. The primary purpose of Amendment No. 3 was to extend the maturity date of the Credit Facility from December 29, 2025 to June 30, 2027.

As of March 31, 2025, Orion was in compliance with all debt covenants.

Aggregate Maturities

As of March 31, 2025, aggregate maturities of long-term debt, including the revolving credit facility were as follows (dollars in thousands):

Fiscal 2026	\$	353
Fiscal 2027		353
Fiscal 2028		9,618
	\$	<u>10,324</u>

NOTE 13 — INCOME TAXES

The total provision (benefit) for income taxes consists of the following for the fiscal years ended (dollars in thousands):

	Fiscal Year Ended March 31,		
	2025	2024	2023
Current	\$ 35	\$ 46	\$ 97
Deferred	7	(5)	17,881
Total	\$ 42	\$ 41	\$ 17,978
	2025	2024	2023
Federal, Current	\$ —	\$ —	\$ —
Federal, Deferred	2	(1)	14,557
Total Federal	\$ 2	\$ (1)	\$ 14,557
State, Current	35	46	97
State, Deferred	5	(4)	3,324
Total State	\$ 40	\$ 42	\$ 3,421
Total	\$ 42	\$ 41	\$ 17,978

A reconciliation of the statutory federal income tax rate and effective income tax rate is as follows:

	Fiscal Year Ended March 31,		
	2025	2024	2023
Statutory federal tax rate	21.0%	21.0%	21.0%
State taxes, net	4.1%	3.2%	4.0%
State tax credits, net	(0.2)%	(0.2)%	(1.9)%
Federal tax credit	(0.5)%	(0.4)%	—%
Change in valuation reserve	(23.7)%	(22.7)%	(131.3)%
Permanent items	(0.9)%	(0.8)%	(1.0)%
Change in tax contingency reserve	(0.1)%	(0.1)%	(0.1)%
Equity compensation cancellations	—	(0.2)%	(0.1)%
State return to provision	0.1%	0.1%	(0.9)%
Other, net	(0.2)%	(0.3)%	0.4%
Effective income tax rate	(0.4)%	(0.4)%	(109.9)%

The net deferred tax assets reported in the accompanying consolidated financial statements include the following components (dollars in thousands):

	March 31,	
	2025	2024
Deferred tax assets:		
Inventory, accruals and reserves	742	737
Interest deduction carry-forward	495	248
Federal and state operating loss carry-forwards	22,332	20,515
Tax credit carry-forwards	1,367	1,459
Equity compensation	272	200
Deferred revenue	19	21
Lease liability	922	527
Intangible assets	1,871	1,296
Other	1,206	1,164
Total deferred tax assets	29,226	26,167
Valuation allowance	(28,149)	(25,367)
Deferred tax assets, net of valuation allowance	1,077	800
Deferred tax liabilities:		
Lease ROU asset	(880)	(442)
Fixed assets	(276)	(430)
Total deferred tax liabilities	(1,156)	(872)
Total net deferred tax (liabilities) assets	\$ (79)	\$ (72)

For fiscal year ended March 31, 2025, Orion's deferred tax assets were primarily the result of U.S. NOL and tax credit carryforwards. Orion recorded a valuation allowance of \$28.1 million and \$25.4 million against its net deferred tax asset balance as of March 31, 2025 and March 31, 2024, respectively, due to the uncertainty of its realization value in the future. For fiscal years ended March 31, 2025 and March 31, 2024, the valuation allowance against Orion's deferred tax assets increased by \$2.7 million, primarily due to the current and prior year book losses.

As of each reporting date, management considers new evidence, both positive and negative, that could affect its view of the future realization of deferred tax assets. Orion considers future taxable income and ongoing prudent and feasible tax planning strategies in assessing the need for the valuation allowance. In the event that Orion determines that the more or less of its deferred tax assets are able to be realized, an adjustment to the valuation allowance would be reflected in the company's provision for income taxes.

As of March 31, 2025, Orion has federal NOL carryforwards of approximately \$85.4 million, state NOL carryforwards of approximately \$76.1 million, and foreign NOL carryforwards of approximately \$0.7 million. Orion also had federal tax credit carryforwards of approximately \$1.2 million and state tax credits of \$0.2 million. All of Orion's tax credit carryforwards and \$126.0 million of its NOL carryforwards will begin to expire in varying amounts between 2025 and 2045. The remaining \$36.2 million of its federal and state NOL carryforwards are not subject to time restrictions but may only be used to offset 80% of adjusted taxable income. Orion believes it is more likely than not that the benefit from its state credit carryforwards, foreign NOL carryforwards, federal credit carryforwards, and state loss carryforwards will not be realized. In recognition of this risk, Orion has provided a net valuation allowance of \$28.1 million on the deferred tax assets related to these carryforwards.

Generally, a change of more than 50% in the ownership of Orion's stock, by value, over a three-year period constitutes an ownership change for federal income tax purposes as defined under Section 382 of the Internal Revenue Code. As a result, Orion's ability to use its net operating loss carryforwards, attributable to the period prior to such ownership change, to offset taxable income can be subject to limitations in a particular year, which could potentially result in increased future tax liability for Orion. There was no limitation of NOL carryforwards that occurred for fiscal 2025, fiscal 2024, or fiscal 2023.

Orion records its tax provision based on the respective tax rules and regulations for the jurisdictions in which it operates. Where Orion believes that a tax position is supportable for income tax purposes, the item is included in their income tax returns. Where treatment of a position is uncertain, a liability is recorded based upon the expected most likely outcome taking into consideration the technical merits of the position based on specific tax regulations and facts of each matter. These liabilities may be affected by changing interpretations of laws, rulings by tax authorities, or the expiration of the statute of limitations.

Orion files income tax returns in the United States federal jurisdiction and in several state jurisdictions. The Company's federal tax returns for tax years beginning April 1, 2020 or later are open. For states in which Orion files state income tax returns, the statute of limitations is generally open for tax years beginning April 1, 2020 or later.

State income tax returns are generally subject to examination for a period of 3 to 5 years after filing of the respective return. The state effect of any federal changes remains subject to examination by various states for a period of up to two years after formal notification to the states. Orion currently has no state income tax return positions in the process of examination, administrative appeals or litigation.

Uncertain tax positions

As of March 31, 2025, the balance of gross unrecognized tax benefits was approximately \$0.2 million, all of which would affect Orion's effective tax rate if recognized.

Orion has classified the amounts recorded for uncertain tax benefits in the balance sheet as other liabilities (non-current) to the extent that payment is not anticipated within one year. Orion recognizes penalties and interest related to uncertain tax liabilities in income tax expense. Penalties and interest are included in the unrecognized tax benefits. Accrued interest and penalties for such unrecognized tax benefits as of March 31, 2025 and 2024 were \$0.1 million. Orion had the following unrecognized tax benefit activity (dollars in thousands):

	Fiscal Year Ended March 31,		
	2025	2024	2023
Unrecognized tax benefits as of beginning of fiscal year	\$ 237	\$ 225	\$ 215
Additions based on tax positions related to the current period positions	1	1	1
Additions for tax positions of prior years	10	11	9
Unrecognized tax benefits as of end of fiscal year	<u>\$ 248</u>	<u>\$ 237</u>	<u>\$ 225</u>

NOTE 14 — COMMITMENTS AND CONTINGENCIES

Purchase Commitments

Orion enters into non-cancellable purchase commitments for certain inventory items in order to secure better pricing and ensure materials on hand. As of March 31, 2025, Orion had entered into \$3.6 million of purchase commitments related primarily to inventory purchases. Orion expects the purchase commitments to be fulfilled during fiscal 2026.

Retirement Savings Plan

Orion sponsors a tax deferred retirement savings plan that permits eligible employees to contribute varying percentages of their compensation up to the limit allowed by the Internal Revenue Service. This plan also provides for discretionary contributions by Orion. In fiscal 2025, 2024 and 2023, Orion made matching contributions of approximately \$0.1 million, \$0.2 million, and \$0.2 million, respectively.

Litigation

Orion is subject to various claims and legal proceedings arising in the ordinary course of business. As of the date of this report, Orion does not believe that the final resolution of any of such claims or legal proceedings would have a material adverse effect on its future results of operations.

NOTE 15 — SHAREHOLDERS' EQUITY

Employee Stock Purchase Plan

In August 2010, Orion's Board of Directors approved a non-compensatory employee stock purchase plan, or ESPP. The ESPP authorizes 2,500,000 shares to be issued from treasury or authorized shares to satisfy employee share purchases under the ESPP. All full-time employees of Orion are eligible to be granted a non-transferable purchase right each calendar quarter to purchase directly from Orion up to \$20,000 of Orion's common stock at a purchase price equal to 100% of the closing sale price of Orion's common stock on The NASDAQ Capital Market on the last trading day of each quarter.

Sale of shares

In March 2023, Orion filed a universal shelf registration statement with the Securities and Exchange Commission. Under the shelf registration statement, Orion currently has the flexibility to publicly offer and sell from time to time up to \$100 million of debt and/or equity securities. The filing of the shelf registration statement may help facilitate Orion's ability to raise public equity or debt capital to expand existing businesses, fund potential acquisitions, invest in other growth opportunities, repay existing debt, or for other general corporate purposes.

In March 2021, Orion entered into an At Market Issuance Sales Agreement to undertake an "at the market" (ATM) public equity capital raising program pursuant to which Orion may offer and sell shares of common stock, having an aggregate offering price of up to \$50 million from time to time through or to the Agent, acting as sales agent or principal. In March 2025, the ATM was terminated.

NOTE 16 — RESTRICTED SHARES

At Orion's 2023 annual meeting of shareholders, Orion's shareholders approved the Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan, as amended and restated (the "Amended 2016 Plan"). Approval of the Amended 2016 Plan increased the number of shares of Orion's common stock available for issuance under the Amended 2016 Plan from 3,500,000 shares to 6,000,000 shares (an increase of 2,500,000 shares). As of March 31, 2025, the number of shares available for grant under the Amended 2016 Plan was 219,782.

The Amended 2016 Plan authorizes grants of equity-based and incentive cash awards to eligible participants designated by the Plan's administrator. Awards under the Amended 2016 Plan may consist of stock options, stock appreciation rights, performance shares, performance units, common stock, restricted stock, restricted stock units, incentive awards or dividend equivalent units.

Prior to the Amended 2016 Plan, the Company maintained its 2004 Stock and Incentive Awards Plan, as amended, which authorized the grant of cash and equity awards to employees (the "2004 Plan"). No new awards are being granted under the 2004 Plan; and no awards granted under the 2004 Plan remain outstanding. Forfeited awards originally issued under the 2004 Plan are canceled and are not available for subsequent issuance under the 2004 Plan or under the Amended 2016 Plan.

Certain non-employee directors have from time to time elected to receive stock awards in lieu of cash compensation pursuant to elections made under Orion's non-employee director compensation program. The Amended 2016 Plan also permits accelerated vesting in the event of certain changes of control of Orion as well as under other special circumstances.

Orion historically granted stock options and restricted stock under the 2004 Plan. Orion did not issue stock options from fiscal 2015 through fiscal 2025 and instead has issued restricted stock.

Orion accounts for stock-based compensation in accordance with ASC 718, Compensation - Stock Compensation. Under the fair value recognition provisions of ASC 718, stock-based compensation is measured at the grant date based on the fair value of the award and is recognized as expense ratably over the requisite service period. Orion recognizes forfeitures as they occur.

Orion added performance conditions to a portion of the annual long-term incentive grants for Orion's executive compensation program. The performance-vesting restricted stock will vest to the extent Orion achieves revenue growth targets over a three-year period. Orion recognizes performance-vesting restricted stock expense ratably over the requisite service period based on the likelihood of meeting the performance conditions. As of March 31, 2025, 2024, and 2023 Orion recognized \$0.0 million, \$0.3 million, and \$0.0 million in stock-based compensation expense for performance-vesting restricted stock, respectively.

The following amounts of stock-based compensation expense for restricted shares were recorded (dollars in thousands):

	Fiscal Year Ended March 31,		
	2025	2024	2023
Cost of product revenue	\$ 7	\$ 5	\$ 4
General and administrative (1)	1,111	923	1,596
Sales and marketing	31	17	8
Research and development	8	5	4
	<u>\$ 1,157</u>	<u>\$ 950</u>	<u>\$ 1,612</u>

(1) As discussed in Note 20 - Subsequent Event, the termination of Michael Jenkins on April 14, 2025, led to the acceleration of approximately \$251 thousand in relation to approximately 322 thousand restricted shares. Mr. Jenkins forfeited approximately 646 thousand performance shares and approximately 78 thousand shares of restricted stock in connection with his termination. The expense was recognized as of March 31, 2025 as it was determined estimable. The shares were accelerated and forfeited as of the termination date, April 14, 2025.

The following table summarizes information with respect to performance-vesting restricted stock and time vesting-restricted stock activity:

	Time-Based Restricted Shares		Performance-Based Restricted Shares	
	Shares	Weighted Average Fair Value Price	Shares	Weighted Average Fair Value Price
Balance at March 31, 2024	1,014,104	\$ 1.87	708,377	\$ 1.66
Shares issued	785,322	\$ 1.05	821,559	\$ 1.09
Shares vested	(430,164)	\$ 2.20	—	—
Shares forfeited	(37,668)	\$ 0.99	—	—
Shares outstanding at March 31, 2025	1,331,594	\$ 1.30	1,529,936	\$ 1.43
Per share price on grant date	\$0.74 - 1.09		\$ 1.09	

During fiscal 2025, Orion recognized \$1.2 million of stock-based compensation expense related to restricted shares.

As of March 31, 2025, 2024 and 2023, the weighted average grant-date fair value of restricted shares granted was \$1.07, \$1.42 and \$2.16, respectively. The total fair value of shares vested during fiscal years ended March 31, 2025, 2024 and 2023 are \$0.9 million, \$0.8 million and \$1.0 million, respectively.

Unrecognized compensation cost related to non-vested common stock-based compensation as of March 31, 2025 is expected to be recognized as follows (dollars in thousands):

Fiscal 2026	\$ 790
Fiscal 2027	511
Fiscal 2028	89
Total	<u>\$ 1,390</u>
Remaining weighted average expected years	0.9

NOTE 17 — SEGMENT DATA

Orion evaluates and reports its business using three segments: Orion lighting segment, Orion maintenance segment and Orion electric vehicle charging segment. Orion configured its fiscal 2025 budget in order to compare actual performance to plan performance for these segments. Orion's CODM is the chief executive officer. The Company's CODM focuses primarily on each segment's ability to generate sufficient revenues and manage cost of services along with operating expenses. As such, the CODM measures operating performance at the segment level based on operating income or loss, including evaluation of budget to actual variances. Reportable segments are components of an entity that have separate financial data that the CODM regularly reviews when allocating resources and assessing performance.

Lighting Segment

The lighting segment develops and sells lighting products and provides construction and engineering services for Orion's commercial lighting and energy management systems. The lighting segment provides engineering, design, lighting products and in many cases turnkey solutions for large national accounts, governments, municipalities, schools and other customers. The lighting segment sells mostly through direct sales, but it also sells lighting products through manufacturer representative agencies and to the wholesale contractor markets through energy service companies and contractors.

Maintenance Segment

The maintenance segment provides retailers, distributors and other businesses with maintenance, repair and replacement services for the lighting and related electrical components deployed in their facilities.

EV Segment

The EV segment offers leading electric vehicle charging expertise, sells and installs sourced electric vehicle charging stations with related software subscriptions and renewals and provides EV turnkey installation solutions with ongoing support to all commercial verticals.

Corporate and Other

Corporate and other is comprised of operating expenses not directly allocated to Orion's segments and adjustments to reconcile to consolidated results.

For the Year Ended March 31, 2025

(dollars in thousands)

	Lighting	Maintenance	EV	Corporate & Other	Total
Product revenue	\$ 40,045	\$ 5,902	\$ 8,421	\$ —	\$ 54,368
Service revenue	7,659	9,288	8,405	—	25,352
Total revenue	47,704	15,190	16,826	—	79,720
Cost of Sales - Product	28,664	3,215	5,440	—	37,319
Cost of Sales - Service	6,332	9,207	6,626	—	22,165
Total cost of sales	34,996	12,422	12,066	—	59,484
Gross profit	12,708	2,768	4,760	—	20,236
Operating Expenses:					
General and Administrative	6,083	3,075	5,423	3,427	18,008
Sales and Marketing	8,800	685	1,578	532	11,595
Research and Development	588	196	115	330	1,229
Total operating expenses	15,471	3,956	7,116	4,289	30,832
Operating loss	(2,763)	(1,188)	(2,356)	(4,289)	(10,596)
Other Income (Expense):					
Other income					62
Dividend and Interest Income					7
Interest Expense					(1,026)
Amortization of Debt Issuance Cost					(206)
Loss on Debt Extinguishment					—
Other income (expense)					(1,163)
Earnings before tax					\$ (11,759)

For the Year Ended March 31, 2024

(dollars in thousands)

	Lighting	Maintenance	EV	Corporate & Other	Total
Product revenue	\$ 50,319	\$ 4,687	\$ 8,301	\$ —	\$ 63,307
Service revenue	10,783	12,460	4,031	—	27,274
Total revenue	61,102	17,147	12,332	—	90,581
Cost of Sales - Product	36,490	2,339	5,637	-	44,466
Cost of Sales - Service	7,800	14,060	3,344	—	25,204
Total cost of sales	44,290	16,399	8,981	—	69,670
Gross profit	16,812	748	3,351	—	20,911
Operating Expenses:					
General and Administrative	6,516	4,517	3,649	2,058	16,740
Impairment of assets	—	456	—	—	456
Sales and Marketing	10,813	928	1,146	101	12,988
Research and Development	809	359	102	225	1,495
Acquisition-Related	21	11	17	7	56
Total operating expenses	18,159	6,271	4,914	2,391	31,735
Operating loss	(1,347)	(5,523)	(1,563)	(2,391)	(10,824)
Other Income (Expense):					
Other income					39
Dividend and Interest Income					2
Interest Expense					(752)
Amortization of Debt Issuance Cost					(95)
Loss on Debt Extinguishment					—
Other income (expense)					(806)
Earnings before tax					\$ (11,630)

For the Year Ended March 31, 2023

(dollars in thousands)

	Lighting	Maintenance	EV	Corporate & Other	Total
Product revenue	\$ 49,465	\$ 3,266	\$ 4,479	\$ —	\$ 57,210
Service revenue	7,088	11,289	1,796	—	20,173
Total revenue	56,553	14,555	6,275	—	77,383
Cost of Sales - Product	37,897	1,850	3,232	—	42,979
Cost of Sales - Service	4,955	10,325	1,613	—	16,893
Total cost of sales	42,852	12,175	4,845	—	59,872
Gross profit	13,701	2,380	1,430	—	17,511
Operating Expenses:					
General and Administrative	7,325	3,667	4,852	3,644	19,488
Sales and Marketing	9,990	665	634	103	11,392
Research and Development	1,028	299	66	459	1,852
Acquisition-Related	508	(30)	36	250	764
Total operating expenses	18,851	4,601	5,588	4,456	33,496
Operating income (loss)	(5,150)	(2,221)	(4,158)	(4,456)	(15,985)
Other Income (Expense):					
Dividend and Interest Income					34
Interest Expense					(339)
Amortization of Debt Issuance Cost					(73)
Loss on Debt Extinguishment					—
Other income (expense)					(378)
Earnings before tax					(16,363)

(dollars in thousands)	Depreciation and Amortization For the year ended March 31,			Capital Expenditures For the year ended March 31,		
	2025	2024	2023	2025	2024	2023
Segments:						
Lighting Segment	\$ 868	\$ 747	\$ 1,094	\$ 26	\$ 92	\$ 71
Maintenance Segment	386	453	317	2	535	194
EV Segment	1,083	979	465	2	56	5
Corporate and Other	281	411	219	69	154	316
	<u>\$ 2,618</u>	<u>\$ 2,590</u>	<u>\$ 2,095</u>	<u>\$ 99</u>	<u>\$ 837</u>	<u>\$ 586</u>

(dollars in thousands)	Total Assets	
	March 31, 2025	March 31, 2024
Segments:		
Lighting Segment	\$ 20,646	\$ 25,911
Maintenance Segment	4,384	8,827
EV Segment	11,963	15,291
Corporate and Other	15,470	13,140
	<u>\$ 52,463</u>	<u>\$ 63,169</u>

Orion's lighting segment revenue outside the United States in Germany was \$1.8 million, \$6.4 million and \$0.2 in for the fiscal years ended March 31, 2025, 2024 and 2023, respectively. All other revenues are generated from the United States. Orion attributes revenues from external customers to individual countries based on the geographic location in which the work is performed. Orion has no long-lived assets outside the United States.

NOTE 18 — ACQUISITION

Acquisition of Voltrek

Effective on October 5, 2022, Orion acquired all the membership interests of Voltrek, an electric vehicle charging station solutions provider for a purchase price of \$5.0 million in cash and \$1.0 million of shares of common stock of Orion, subject to normal and customary closing adjustments of \$0.9 million (the "Voltrek Acquisition"). In addition, depending upon the relative EBITDA growth of Voltrek's business in fiscal 2023, 2024 and 2025, Orion could pay up to an additional \$3.0 million, \$3.5 million and \$7.15 million, respectively, in earn-out payments. These compensatory payments do not fall within the scope of ASC 805, Business Combinations, and will be expensed over the course of the earn-out periods to the extent they are earned. As of March 31, 2025, Orion paid \$3.0 million related to the fiscal 2023 earn-out opportunity and recorded \$3.3 million to accrued expenses for the fiscal 2024, 2025, and cumulative earn-out opportunities. The Voltrek Acquisition was funded with cash and Orion shares. Voltrek operates as Voltrek, an Orion Energy Systems business. The Voltrek Acquisition leverages Orion's project management and maintenance expertise into a rapidly growing sector.

Orion accounted for the Voltrek Acquisition as a business combination. Orion preliminarily allocated the purchase price of approximately \$6.9 million to the assets acquired and liabilities assumed at estimated fair values, and the excess of the purchase price over the aggregate fair values is recorded as goodwill. The purchase price and closing adjustments were paid in cash and 620,067 shares of common stock with a total fair market value of \$1.0 million, which was recorded in the opening balance sheet at fair value of \$0.8 million, the discount on which is due to lock-up requirements on the shares.

The following table summarizes the purchase price allocation for Voltrek:

<i>(in thousands)</i>	Opening Balance Sheet	
Cash	\$	416
Accounts receivable		1,363
Revenue earned but not billed		325
Inventory		880
Prepaid expenses and other current assets		39
Property and equipment		4
Goodwill		920
Other intangible assets		4,300
Other long-term assets		223
Accounts payable		(1,133)
Accrued expenses and other		(286)
Other long-term liabilities		(180)
Net purchase consideration	\$	<u>6,871</u>

Goodwill recorded from the Voltrek Acquisition is attributable to the skillset of the acquired workforce. The goodwill resulting from the Voltrek Acquisition is expected to be deductible for tax purposes. The intangible assets include amounts recognized for the fair value of the trade name, vendor relationship and customer relationships.

The tradename intangible asset was valued using a relief from royalty method. The significant assumptions used include the estimated revenue and royalty rate, among other factors.

The vendor relationship intangible asset was valued using the income approach - excess earnings method. The significant assumptions include estimated revenue, cost of goods sold, and probability of renewal, among other factors.

The customer relationship intangible asset was valued using the income approach - with-and-without method. The significant assumptions include estimated cash flows (including appropriate revenue, cost of revenue and operating expenses attributable to the asset, retention rate, among other factors), and discount rate, reflecting the risks inherent in the future cash flow stream, among other factors.

The categorization of the framework used to measure fair value of the intangible assets is considered to be within the Level 3 valuation hierarchy due to the subjective nature of the unobservable inputs used.

The following table presents the details of the intangible assets acquired at the date of Voltrek Acquisition (dollars in thousands):

	Estimated Fair Value	Estimated Useful Life (Years)
Tradename	\$ 300	5
Vendor relationship	\$ 2,600	7
Customer relationships	\$ 1,400	3

Voltrek's post-acquisition results of operations since October 5, 2022 are included in Orion's Consolidated Statements of Operations. The operating results of Voltrek are included in the EV segment. See note 17 - Segments, for results.

Transaction costs related to the Voltrek Acquisition are recorded in acquisition related costs in the Consolidated Statements of Operations. Transaction costs totaled \$0.1 million in the twelve months ending March 31, 2024 and \$0.8 million in the twelve months ended March 31, 2023.

NOTE 19 - RESTRUCTURING EXPENSE AND OTHER RELATED COSTS

As part of Orion's restructuring effort, a further reduction in workforce was completed in the fourth quarter of fiscal 2025. Total severance expense for fiscal 2025 was approximately \$595 thousand. In addition, an inventory write-off of approximately \$197 thousand was recognized in the first quarter of fiscal 2025 for inventory related to a customer Orion no longer does business with due to the restructuring, along with a lease breakage fee of \$125 thousand that occurred in the second quarter of fiscal 2025 due to the closing of the Pewaukee office. Orion's restructuring expense and other related costs for the 12 months ended March 31 2025, 2024 and 2023 are reflected within its consolidated statement of operations as follows (dollars in thousands):

	Fiscal Year Ended March 31,		
	2025	2024	2023
Cost of product revenue	\$ 295	\$ 26	\$ —
Cost of service revenue	176	48	—
General and administrative	442	28	—
Sales and marketing	26	21	—
Research and development	109	—	—
	<u>\$ 1,048</u>	<u>\$ 123</u>	<u>\$ —</u>

Total restructuring expense and other related costs by segment was recorded as follows (dollars in thousands):

Segments:	Fiscal Year Ended March 31,		
	2025	2024	2023
Lighting	\$ 246	\$ 52	\$ —
Maintenance	720	48	—
EV	14	—	—
Corporate and Other	68	23	—
	<u>\$ 1,048</u>	<u>\$ 123</u>	<u>\$ —</u>

NOTE 20 — SUBSEQUENT EVENT

Replacement of our CEO

On April 14, 2025, Michael Jenkins' employment as the Chief Executive Officer was terminated by Orion with the Board appointing Sally A. Washlow as Orion's new Chief Executive Officer, effective as of Mr. Jenkins' termination date.

As a result of the termination Mr. Jenkins will receive approximately \$633 thousand in severance and the acceleration of approximately 322 thousand restricted stock awards. Mr. Jenkins forfeited approximately 646 thousand performance shares along with approximately \$170 thousand in tandem cash awards. Additionally, Mr. Jenkins forfeited restricted stock awards not vesting within two years from the termination date, which was a forfeiture of approximately 78 thousand shares. All expenses were recognized as of March 31, 2025 as they were estimable as of that date. The acceleration and forfeiture of shares were recognized as of the termination date, April 14, 2025.

On April 14, 2025, we entered into an Executive Employment and Severance Agreement with Ms. Washlow (the "Employment Agreement"). The Employment Agreement provides Ms. Washlow with the following compensation arrangements: (i) an annual base salary of \$382,500, provided that if our other named executive officers' base salaries are returned to their pre-reduction levels, then Ms. Washlow's base salary will also be similarly adjusted up to \$425,000; (ii) a target annual bonus of 100% (threshold 80% and maximum of 200%) of her base salary upon our relative achievement of executive incentive plan performance targets for each fiscal year; (iii) a special bonus of \$100,000 if we achieve a stretch goal of \$100 million in revenue for fiscal 2026; (iv) a cash signing bonus of \$500,000, approximately \$300,000 of which was required to be used by Ms. Washlow to purchase shares of our common stock directly from us; (v) a pre-change of control severance multiplier of 1.5x and a post-change of control severance multiplier of 2.0x; (vi) on the 15th trading day after the Company announces its fiscal 2025 financial results, an initial equity grant consisting of a non-qualified stock option exercisable for a total of 500,000 shares of our common stock; and (vii) certain other benefits and perquisites. On May 29, 2025, our board and Ms. Washlow mutually agreed to defer Ms. Washlow's cash signing bonus and related direct purchase of common stock for up to one year, with the timing of such cash signing bonus and related direct purchase of our common stock to be reviewed quarterly and mutually agreed upon by the compensation committee and Ms. Washlow.

Voltrek Earn-Out

On June 23, 2025, Orion entered into a binding term sheet (the "Term Sheet") with Final Frontier, LLC ("Final Frontier") and its owner, the prior owners of Voltrek, with respect to its remaining earn-out obligations owed to Final Frontier pursuant to our October 5, 2022 acquisition of Voltrek. Pursuant to the Term Sheet, on August 1, 2025, Orion will pay Final Frontier \$875,000 in full and final payment of its fiscal 2024 Voltrek acquisition earn-out obligations. Orion also agreed with Final Frontier to submit the final determination of our fiscal 2025 and aggregate fiscal 2023 through fiscal 2025 earn-out obligations to binding arbitration if not otherwise mutually agreed by the parties. Orion agreed to pay to Final Frontier the finally determined remaining earn-out amount as follows: (i)

\$1.0 million in common stock issuable 14 trading days after Orion's fiscal 2025 earnings announcement and (ii) the remaining amount pursuant to an anticipated senior subordinated second lien note maturing on July 15, 2027 (the "Senior Subordinated Note"). Orion agreed to pay monthly principal payments to Final Frontier on the anticipated Senior Subordinated Note of \$25,000 beginning on January 15, 2026, which will increase to \$50,000 on July 15, 2026 through maturity. Orion will also pay interest monthly to Final Frontier at the annual rate of 7% beginning on July 15, 2025. Orion has the right to pay up to 20% of the remaining outstanding earn-out amount at maturity in shares of its common stock. The anticipated Senior Subordinated Note will be subordinated to Orion's senior credit facilities with Bank of America and will be secured by a second lien on all of Orion's assets. Orion and Final Frontier agreed to use their respective commercially reasonable best efforts to agree to final documentation further reflecting the terms and conditions set forth in the Term Sheet within 30 days of entering into the Term Sheet.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as such term is defined in Rule 13a-15(f) of the Exchange Act. We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in the reports that we file or submit under the Securities Exchange Act of 1934 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 our management, including our principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure.

Our management evaluated, with the participation of our Chief Executive Officer and our Chief Financial Officer, the effectiveness of our disclosure controls and procedures and our internal control over financial reporting as of March 31, 2025, pursuant to Exchange Act Rule 13a-15(b) and 15d-15. Based on that evaluation, our Chief Executive Officer and our Chief Financial Officer have concluded that our disclosure controls and procedures were effective at a level of reasonable assurance as of March 31, 2025.

Management, including our Chief Executive Officer and Chief Financial Officer, believes the consolidated financial statements included in this Annual Report on Form 10-K fairly represent in all material respects our financial condition, results of operations and cash flows at and for the periods presented in accordance with GAAP.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act). Internal control over financial reporting is a process designed by, or under the supervision of, the Chief Executive Officer and Chief Financial Officer, or persons performing similar functions, and effected by the board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes those policies and procedures that:

- i. pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of our assets;
- ii. provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and
- iii. provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

Because of 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.

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, our management has assessed the effectiveness of our internal control over financial reporting based on the criteria set forth in the Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on our assessment, management believes that, as of March 31, 2025, our internal control over financial reporting was effective.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting during the quarter ended March 31, 2025, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

Rule 10b5-1 Trading Plans

During the three months ended March 31, 2025, no director or section 16 officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

Voluntary Director Resignations and Re-Appointments to Rebalance Board Classes

To assist the Board in rebalancing the classes of directors on the Board so that each class will be nearly as equal as possible, on June 23, 2025, each of Richard Shapiro and Heather Wishart-Smith agreed to resign as a Class II director (with a term originally expiring at the Company's 2027 annual meeting of shareholders) and the Board immediately appointed each of Richard Shapiro and Heather Wishart-Smith as a Class I director (with a term expiring at the Company's 2026 annual meeting of shareholders). The resignation of each of Mr. Shapiro and Ms. Wishart-Smith as a Class II director was effected solely in connection with the rebalancing of the Board classes and not due to any disagreement with respect to the Company's operations, policies or practices.

After the rebalancing, each of Richard Shapiro and Heather Wishart-Smith will serve as a Class I director (with a term expiring at the Company's 2026 annual meeting of shareholders), Ellen Richstone will serve as a Class II director (with a term expiring at the Company's 2027 annual meeting of shareholders) and each of Anthony Otten and Sally Washlow will serve as a Class III director (with a term expiring at the Company's 2025 annual meeting of shareholders).

Entry into Term Sheet

On June 23, 2025, we entered into the Term Sheet, with respect to our remaining earn-out obligations owed to Final Frontier pursuant to our October 5, 2022 acquisition of Voltrek. Pursuant to the Term Sheet, on August 1, 2025, we will pay Final Frontier \$875,000 in full and final payment of our fiscal 2024 Voltrek acquisition earn-out obligations. We also agreed with Final Frontier to submit the final determination of our fiscal 2025 and aggregate fiscal 2023 through fiscal 2025 earn-out obligations to binding arbitration if not otherwise mutually agreed by the parties. We agreed to pay to Final Frontier the finally determined remaining earn-out amount as follows: (i) \$1.0 million in our common stock issuable 14 trading days after our fiscal 2025 earnings announcement and (ii) the remaining amount pursuant to the anticipated Senior Subordinated Note. We agreed to pay monthly principal payments to Final Frontier on the Senior Subordinated Note of \$25,000 beginning on January 15, 2026, which will increase to \$50,000 on July 15, 2026 through maturity. We will also pay interest monthly to Final Frontier at the annual rate of 7% beginning on July 15, 2025. We have the right to pay up to 20% of the remaining outstanding earn-out amount at maturity in shares of our common stock. The Senior Subordinated Note will be subordinated to our senior credit facilities with Bank of America and will be secured by a second lien on all of our assets. We and Final Frontier agreed to use our respective commercially reasonable best efforts to agree to final documentation further reflecting the terms and conditions set forth in the Term Sheet within 30 days of entering into the Term Sheet.

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 this item with respect to directors, executive officers and corporate governance is incorporated by reference to our Proxy Statement for our 2025 Annual Meeting of Shareholders to be filed with the SEC within 120 days after the end of the fiscal year ended March 31, 2025.

Code of Conduct

We have adopted a Code of Conduct that applies to all of our directors, employees and officers, including our principal executive officer, our principal financial officer, our controller and persons performing similar functions. Our Code of Conduct is available on our web site at www.orionlighting.com. Future material amendments or waivers relating to the Code of Conduct will be disclosed on our web site referenced in this paragraph within four business days following the date of such amendment or waiver.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item is incorporated by reference to our Proxy Statement for our 2025 Annual Meeting of Shareholders to be filed with the SEC within 120 days after the end of the fiscal year ended March 31, 2025.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED SHAREHOLDER MATTERS

See Item 5, *Market for Registrant's Common Equity, Related Shareholder Matters and Issuer Purchaser of Securities*, under the heading "Equity Compensation Plan Information" for information regarding our securities authorized for issuance under equity compensation plans. The additional information required by this item is incorporated by reference to our Proxy Statement for its 2025 Annual Meeting of Shareholders to be filed with the SEC within 120 days after the end of the fiscal year ended March 31, 2025.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information required by this item is incorporated by reference to our Proxy Statement for our 2025 Annual Meeting of Shareholders to be filed with the SEC within 120 days after the end of the fiscal year ended March 31, 2025.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this item is incorporated by reference to our Proxy Statement for our 2025 Annual Meeting of Shareholders to be filed with the SEC within 120 days after the end of the fiscal year ended March 31, 2025.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Financial Statements

Our financial statements are set forth in Item 8 of this Form 10-K.

EXHIBIT INDEX

Number	Exhibit Title
3.1	<u>Amended and Restated Articles of Incorporation of Orion Energy Systems, Inc., filed as Exhibit 3.3 to the Registrant's Form S-1 filed August 20, 2007, is hereby incorporated by reference.</u>
3.2	<u>Second Amended and Restated Bylaws of Orion Energy Systems, Inc., filed as Exhibit 3.1 to the Registrant's Form 8-K filed November 14, 2022, is hereby incorporated by reference.</u>
4.1	<u>Description of Orion Energy Systems, Inc. Capital Stock. +</u>
10.1	<u>Loan and Security Agreement dated as of December 29, 2020 among Orion Energy Systems, Inc., Bank of America, N.A., as lender, and the subsidiary borrowers party thereto, filed as Exhibit 10.1 to Registrant's Form 8-K filed on January 5, 2021, is hereby incorporated by reference.</u>
10.2	<u>Agreement No. 1 to Loan and Security Agreement, dated effective as of November 4, 2022, among Orion Energy Systems, Inc., Bank of America, N.A., as lender, and the subsidiary borrowers party thereto, filed as Exhibit 10.4 to the Registrant's Quarterly Report on Form 10-Q filed November 8, 2022, is hereby incorporated by reference.</u>
10.3	<u>Amendment No. 2 to Loan and Security Agreement, dated effective as of April 22, 2024, among Orion Energy Systems, Inc., Bank of America, N.A., as lender, and the subsidiary borrowers party thereto, filed as Exhibit 10.1 to Registrant's Form 8-K filed on April 24, 2024, is hereby incorporated by reference</u>
10.4	<u>Amendment No. 3 to Loan and Security Agreement, dated effective as of October 30, 2024, among Orion Energy Systems, Inc., Bank of America, N.A., as lender, and the subsidiary borrowers party thereto, file as Exhibit 10.1 to Registrant's Current Report on Form 8-K filed on October 31, 2024, is hereby incorporated by reference.</u>
10.5	<u>Term Sheet, dated June 23, 2025, by and between Orion Energy Systems, Inc., Final Frontier, LLC and Kathleen Connors.+</u>
10.6	<u>Orion Energy Systems, Inc. 2004 Stock and Incentive Awards Plan, filed as Exhibit 10.9 to the Registrant's Form S-1 filed August 20, 2007, is hereby incorporated by reference.*</u>
10.7	<u>Amendment to Orion Energy Systems, Inc. 2004 Stock and Incentive Awards Plan, filed September 9, 2011 as Appendix A to the Registrant's definitive proxy statement is hereby incorporated by reference.*</u>
10.8	<u>Form of Stock Option Agreement under the Orion Energy Systems, Inc. 2004 Equity Incentive Plan, filed as Exhibit 10.10 to the Registrant's Form S-1 filed August 20, 2007, is hereby incorporated by reference.*</u>
10.9	<u>Form of Stock Option Agreement as of May 14, 2013 under the Orion Energy Systems, Inc. 2004 Stock and Incentive Awards Plan, filed as Exhibit 10.7 to the Registrant's Form 10-K filed on June 13, 2014, is hereby incorporated by reference.*</u>
10.10	<u>Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan, as amended and restated, filed as Annex A to the Registrant's Definitive Proxy Statement on Schedule 14A filed on June 30, 2023, is hereby incorporated by reference.*</u>
10.11	<u>Form of Non-Employee Director Tandem Restricted Stock and Cash Award Agreement under the Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan, filed as Exhibit 4.5 to the Registrant's Form S-8 filed August 10, 2016, is hereby incorporated by reference.*</u>
10.12	<u>Form of Non-Employee Director Restricted Stock Award Agreement under the Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan, filed as Exhibit 4.6 to the Registrant's Form S-8 filed August 10, 2016, is hereby incorporated by reference.*</u>
10.13	<u>Form of Executive Tandem Restricted Stock and Cash Award Agreement under the Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan, filed as Exhibit 4.7 to the Registrant's Form S-8 filed August 10, 2016, is hereby incorporated by reference.*</u>
10.14	<u>Form of Executive Restricted Stock Award Agreement under the Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan, filed as Exhibit 4.8 to the Registrant's Form S-8 filed August 10, 2016, is hereby incorporated by reference.*</u>
10.15	<u>Orion Energy Systems, Inc. Non-Employee Director Compensation Plan, effective as of February 16, 2023, filed as Exhibit 10.12 to the Registrant's Form 10-K filed on June 12, 2023, is hereby incorporated by reference.*</u>
10.16	<u>Executive Employment and Severance Agreement, effective as of October 19, 2020, between Orion Energy Systems, Inc. and J. Per Brodin, filed as Exhibit 10.1 to the Registrant's Form 8-K filed on October 15, 2020, is hereby incorporated by reference.*</u>

- 10.17 [Amended and Restated Executive Employment and Severance Agreement, dated as of June 1, 2020, by and between Orion Energy Systems, Inc. and Scott A. Green, filed as Exhibit 10.17 to the Registrant's Form 10-K filed on June 1, 2021, is hereby incorporated by reference.*](#)
- 10.18 [At Market Issuance Sales Agreement between Orion Energy Systems, Inc. and B. Riley Securities, Inc., dated March 26, 2021, filed as Exhibit 10.1 to the Registrant's Form 8-K filed on March 26, 2021, is hereby incorporated by reference.](#)
- 10.19 [Amended Executive Employment and Severance Agreement, effective as of November 10, 2022, by and between Orion Energy Systems, Inc. and Michael H. Jenkins, filed as Exhibit 10.2 to the Registrant's Form 8-K filed on August 3, 2022, is hereby incorporated by reference.*](#)
- 10.20 [Executive Employment and Severance Agreement, dated April 14, 2025, by and between Orion Energy Systems, Inc. and Sally A. Washlow, filed as Exhibit 10.1 to the Registrant's Form 8-K filed on April 14, 2025, is hereby incorporated by reference.*](#)
- 10.21 [Mutual Termination and Severance Agreement and Complete and Permanent Mutual Release of All Claims, dated as of May 5, 2025, but effective as of April 14, 2025, by and between Orion Energy Systems, Inc. and Michael H. Jenkins, filed as Exhibit 10.1 to the Registrant's Form 8-K filed on May 5, 2025, is hereby incorporated by reference.*](#)
- 10.22 [Form of Executive Performance Share Award Agreement under the Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan, filed as Exhibit 10.19 to the Registrant's Form 10-K filed on June 10, 2022, is hereby incorporated by reference.*](#)
- 10.23 [Form of Non-Employee Director Restricted Stock Award Agreement under the Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan, filed as Exhibit 10.20 to the Registrant's Form 10-K filed on June 10, 2022, is hereby incorporated by reference.*](#)
- 10.24 [Form of Executive Tandem Restricted Stock and Cash Award Agreement under the Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan, filed as Exhibit 10.21 to the Registrant's Form 10-K filed on June 10, 2022, is hereby incorporated by reference.*](#)
- 10.25 [Form of Non-Employee Director Tandem Restricted Stock and Cash Award Agreement under the Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan, filed as Exhibit 10.22 to the Registrant's Form 10-K filed on June 10, 2022, is hereby incorporated by reference.*+](#)
- 10.26 [Form of Executive Restricted Stock Award Agreement under the Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan, filed as Exhibit 10.23 to the Registrant's Form 10-K filed on June 10, 2022, is hereby incorporated by reference.* +](#)
- 10.27 [Form of Executive Tandem Performance Share and Cash Award Agreement under the Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan, effective May 24, 2023, filed as Exhibit 10.24 to the Registrant's Form 10-K filed on June 12, 2023, is hereby incorporated by reference.*](#)
- 10.28 [Form of Non-Employee Director Tandem Restricted Stock and Cash Award Agreement under the Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan, effective May 24, 2023, filed as Exhibit 10.25 to the Registrant's Form 10-K filed on June 12, 2023, is hereby incorporated by reference.*](#)
- 10.29 [Form of Executive Tandem Restricted Stock and Cash Award Agreement under the Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan, effective May 24, 2023, filed as Exhibit 10.26 to the Registrant's Form 10-K filed on June 12, 2023, is hereby incorporated by reference.*](#)
- 10.30 [Form of Option Award Agreement by and between Orion Energy Systems, Inc. and Sally A. Washlow.*+](#)
- 10.31 [Form of Executive Option Award Agreement under the Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan.*+](#)
- 10.32 [Form of Option Award Agreement.*+](#)
- 10.33 [Form of Restricted Stock Award Agreement.*+](#)
- 19.1 [Insider Trading Policy.+](#)
- 21.1 [Subsidiaries of Orion Energy Systems, Inc.+](#)
- 23.1 [Consent of Independent Registered Public Accounting Firm. +](#)
- 31.1 [Certification of Chief Executive Officer of Orion Energy Systems, Inc. pursuant to Rule 13a-14\(a\) or Rule 15d-14\(a\) promulgated under the Securities Exchange Act of 1934, as amended. +](#)
- 31.2 [Certification of Chief Financial Officer of Orion Energy Systems, Inc. pursuant to Rule 13a-14\(a\) or Rule 15d-14\(a\) promulgated under the Securities Exchange Act of 1934, as amended. +](#)
- 32.1 [Certification of Chief Executive Officer and Chief Financial Officer of Orion Energy Systems, Inc. pursuant to Rule 13a-14\(b\) promulgated under the Securities Exchange Act of 1934, as amended, and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. +](#)

- 97 [Orion Energy Systems, Inc. Compensation Recovery Policy.](#) +
- 101 101.INS Inline XBRL Instance Document+
- 101.SCH Inline XBRL Taxonomy extension schema document+
- 101.CAL Inline XBRL Taxonomy extension calculation linkbase document+
- 101.DEF Inline XBRL Taxonomy extension definition linkbase document+
- 101.LAB Inline XBRL Taxonomy extension label linkbase document+
- 101.PRE Inline XBRL Taxonomy extension presentation linkbase document+
- 104 The cover page from the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2025, has been formatted in Inline XBRL

Documents incorporated by reference by Orion Energy Systems, Inc. are filed with the Securities and Exchange Commission under File No. 001-33887.

* Management contract or compensatory plan or arrangement.

+ Filed herewith

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 Annual Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized, on June 26, 2025.

ORION ENERGY SYSTEMS, INC.

By: /s/ Sally A. Washlow
Sally A. Washlow
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this Annual Report on Form 10-K has been signed by the following persons on behalf of the Registrant in the capacities indicated on June 26, 2025.

<u>Signature</u>	<u>Title</u>
<u>/s/ Sally A. Washlow</u> Sally A. Washlow	Chief Executive Officer and Director (Principal Executive Officer)
<u>/s/ J. Per Brodin</u> J. Per Brodin	Chief Financial Officer, Executive Vice President, Chief Accounting Officer and Treasurer (Principal Financial Officer)
<u>/s/ Anthony L. Otten</u> Anthony L. Otten	Board Chair
<u>/s/ Heather L. Wishart-Smith</u> Heather L. Wishart-Smith	Director
<u>/s/ Ellen B. Richstone</u> Ellen B. Richstone	Director
<u>/s/ Richard A. Shapiro</u> Richard A. Shapiro	Director

**ORION ENERGY SYSTEMS, INC.
DESCRIPTION OF CAPITAL STOCK**

Our authorized capital stock consists of 230,000,000 shares, consisting of 200,000,000 shares of common stock, no par value per share, and 30,000,000 shares of preferred stock, par value \$0.01 per share.

The description below summarizes the material terms of our common stock, preferred stock and provisions of our amended and restated articles of incorporation and amended and restated bylaws. This description is only a summary. For more detailed information, you should refer to our amended and restated articles of incorporation and bylaws filed as exhibits to our most recent Annual Report on Form 10-K.

Common Stock

Holders of our common stock are entitled to one vote for each share held on all matters submitted to a vote of shareholders and do not have cumulative voting rights. Holders of common stock are entitled to receive proportionately any dividends as may be declared by our board of directors, subject to any preferential dividend rights of outstanding preferred stock. Upon our liquidation, dissolution or winding up, the holders of common stock are entitled to receive proportionately our net assets available after the payment of all debts and other liabilities and subject to the prior rights of any outstanding preferred stock. Holders of common stock have no preemptive, subscription, redemption or conversion rights. Our outstanding shares of common stock are fully paid and nonassessable. The rights, preferences and privileges of holders of common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of preferred stock that we may designate and issue in the future.

Preferred Stock

Our board of directors is authorized to issue from time to time up to 30 million shares of preferred stock in one or more series without shareholder approval. Our board of directors has the discretion to determine the rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences, of each series of preferred stock. It is not possible to state the actual effect of the issuance of any shares of preferred stock on the rights of holders of common stock until our board of directors determines the specific rights associated with that preferred stock. The effects of issuing preferred stock could include one or more of the following:

- decreasing the amount of earnings and assets available for distribution to holders of common stock;
- restricting dividends on the common stock;
- diluting the voting power of the common stock;
- impairing the liquidation rights of the common stock; or
- delaying, deferring or preventing changes in our control or management.

Wisconsin Anti-Takeover Law and Certain Articles of Incorporation and Bylaw Provisions

Wisconsin law and our amended and restated articles of incorporation and amended and restated bylaws that will be effective upon closing of this offering contain provisions that could delay or prevent a change of control of our company or changes in our board of directors that our shareholders might consider favorable. The following is a summary of these provisions.

Amended and Restated Articles of Incorporation and Amended and Restated Bylaws

Classified board of directors; removal of directors for cause. Our amended and restated articles of incorporation and amended and restated bylaws provide that our board of directors is divided into three classes, with the term of office of each class expiring at successive annual meetings of shareholders. At each annual meeting of shareholders, each director is elected for a term ending on the date of the third annual shareholders' meeting

following the annual shareholders' meeting at which such director was elected and until his or her successor shall be elected and shall qualify, subject to prior death, resignation or removal from office.

Our amended and restated articles of incorporation also provide that the affirmative vote of shareholders possessing at least 75% of the voting power of the then outstanding shares of our capital stock is required to amend, alter, change or repeal, or to adopt any provision inconsistent with, the relevant sections of the bylaws establishing the classified board. The board of directors (or its remaining members, even if less than a quorum) is also empowered to fill vacancies on the board of directors occurring for any reason for the remainder of the term of the class of directors in which the vacancy occurred, unless the vacancy was caused by the action of shareholders (in which event such vacancy will be filled by the shareholders and may not be filled by the directors).

Members of the board of directors may be removed only for cause at a meeting of the shareholders called for the purpose of removing the director, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the director and must state the alleged cause upon which the director's removal would be based.

These provisions are likely to increase the time required for shareholders to change the composition of our board of directors. For example, in general, at least two annual meetings will be necessary for shareholders to effect a change in a majority of the members of our board of directors.

Advance notice provisions for shareholder proposals and shareholder nominations of directors. Our amended and restated bylaws provide that, for nominations to the board of directors or for other business to be properly brought by a shareholder before a meeting of shareholders, the shareholder must first have given timely notice of the proposal in writing to our secretary. For an annual meeting, a shareholder's notice generally must be delivered on or before December 31 of the year immediately preceding the annual meeting, unless the date of the annual meeting is on or after May 1 in any year, in which case notice must be received not later than the close of business on the day which is determined by adding to December 31 of the year immediately preceding such annual meeting the number of days starting with May 1 and ending on the date of the annual meeting in such year. Detailed requirements as to the form of the notice and information required in the notice are specified in the amended and restated bylaws. If it is determined that business was not properly brought before a meeting in accordance with our amended and restated bylaws, such business will not be conducted at the meeting.

Wisconsin Business Corporation Law

Sections 180.1140 to 180.1144 of the Wisconsin Business Corporation Law, or the WBCL, restrict a broad range of business combinations between a Wisconsin corporation and an "interested stockholder" for a period of three years unless specified conditions are met. The WBCL defines a "business combination" as including certain mergers or share exchanges, sales of assets, issuances of stock or rights to purchase stock and other related party transactions. An "interested stockholder" is a person who beneficially owns, directly or indirectly, 10% of the outstanding voting stock of a corporation or who is an affiliate or associate of the corporation and beneficially owned 10% of the voting stock within the last three years. During the initial three-year period after a person becomes an interested stockholder in a Wisconsin corporation, with some exceptions, the WBCL prohibits a business combination with the interested stockholder unless the corporation's board of directors approved the business combination or the acquisition of the stock by the interested stockholder prior to the acquisition date. Following this three-year period, the WBCL also prohibits a business combination with an interested stockholder unless:

- the board of directors approved the acquisition of the stock prior to the acquisition date;
- the business combination is approved by a majority of the outstanding voting stock not owned by the interested stockholder;
- the consideration to be received by shareholders meets certain requirements of the statute with respect to form and amount; or

- the business combination is of a type specifically excluded from the coverage of the statute.

Sections 180.1130 to 180.1133 of the WBCL govern certain mergers or share exchanges between public Wisconsin corporations and significant shareholders, and sales of all or substantially all of the assets of public Wisconsin corporations to significant shareholders. These transactions must be approved by 80% of all shareholders and two-thirds of shareholders other than the significant shareholder, unless the shareholders receive a statutory “fair price.” Section 180.1130 of the WBCL generally defines a “significant shareholder” as the beneficial owner of 10% or more of the voting power of the outstanding voting shares, or an affiliate of the corporation who beneficially owned 10% or more of the voting power of the then outstanding shares within the last two years.

Section 180.1150 of the WBCL provides that in particular circumstances the voting power of shares of a public Wisconsin corporation held by any person in excess of 20% of the voting power is limited to 10% of the voting power these excess shares would otherwise have. Full voting power may be restored if a majority of the voting power of shares represented at a meeting, including those held by the party seeking restoration, are voted in favor of the restoration. This voting restriction does not apply to shares acquired directly from the corporation.

Section 180.1134 of the WBCL requires shareholder approval for some transactions in the context of a tender offer or similar action for more than 5% of any class of a Wisconsin corporation’s stock. Shareholder approval is required for the acquisition of more than 5% of the corporation’s stock at a price above market value from any person who holds more than 3% of the voting shares and has held the shares for less than two years, unless the corporation makes an equal offer to acquire all shares. Shareholder approval is also required for the sale or option of assets that amount to at least 10% of the market value of the corporation, but this requirement does not apply if the corporation has at least three independent directors and a majority of the independent directors vote not to have this provision apply to the corporation.

Limitations of Directors’ Liability and Indemnification

Our amended and restated bylaws provide that, to the fullest extent permitted or required by Wisconsin law, we will indemnify all of our directors and officers, any trustee of any of our employee benefit plans, and person who is serving at our request as a director, officer, employee or agent of another entity, against certain liabilities and losses incurred in connection with these positions or services. We will indemnify these parties to the extent the parties are successful in the defense of a proceeding and in proceedings in which the party is not successful in defense of the proceeding unless, in the latter case only, it is determined that the party breached or failed to perform his or her duties to us and this breach or failure constituted:

- a willful failure to deal fairly with us or our shareholders in connection with a matter in which the director or officer has a material conflict of interest;
- a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was unlawful;
- a transaction from which the director or officer derived an improper personal profit; or
- willful misconduct.

Our amended and restated bylaws provide that we are required to indemnify our directors and executive officers and may indemnify our employees and other agents to the fullest extent required or permitted by Wisconsin law. Additionally, our amended and restated bylaws require us under certain circumstances to advance reasonable expenses incurred by a director or officer who is a party to a proceeding for which indemnification may be available.

Wisconsin law further provides that it is the public policy of the State of Wisconsin to require or permit indemnification, allowance of expenses and insurance to the extent required or permitted under Wisconsin law for any liability incurred in connection with a proceeding involving a federal or state statute, rule or regulation regulating the offer, sale or purchase of securities.

Under Wisconsin law, a director is not personally liable for breach of any duty resulting solely from his or her status as a director, unless it is proved that the director’s conduct constituted conduct described in the bullet points

above. In addition, we maintain directors' and officers' liability insurance that will insure against certain liabilities, subject to applicable restrictions.

NASDAQ Capital Market Listing

Our common stock is listed on the NASDAQ Capital Market under the symbol "OESX."

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is EQ Shareowner Services.

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ORION ENERGY SYSTEMS, INC.
Proposed Voltrek Earn-Out Payment Term Sheet June 23, 2025

The following binding term sheet (“Term Sheet”) outlines the mutually agreed upon terms and conditions applicable to the payment by Orion Energy Systems, Inc. (“Company”) of its to-be- determined earn-out obligation (exclusive of the FY24 Earn-Out Payment, as defined below) (“Obligation”) owed to Final Frontier, LLC (“Final Frontier”) pursuant to the Membership Interest Purchase Agreement dated effective as of October 5, 2022 (“Purchase Agreement”):

1. Cash: Company will pay Final Frontier \$875,000 (“FY24 Earn-Out Payment”) in cash on August 1, 2025 in full payment of the Company’s fiscal 2024 earn-out obligation. In connection with Company making such FY24 Earn-Out Payment, both parties hereby mutually agree to fully release the other party from any further claims or disputes with respect to the Company’s fiscal 2024 earn-out obligation or the calculation thereof.

2. Company Common Stock: \$1,000,000 (“Company Common Stock Payment”), represented by the Company’s issuance of such number of shares of the Company’s Common Stock determined by dividing \$1,000,000 by the average closing sale price of the Company’s Common Stock over the 10 trading days beginning on the third trading day after the Company publicly announces its fiscal 2025 financial results and the principal terms of this Term Sheet, which announcements shall be made at least simultaneously (subject to the Company’s potential prior public announcement of this Term Sheet if required by SEC rules). The shares shall be issued on the first business day following such 10-day period.

3. Senior Subordinated Loan:

The principal amount of the senior subordinated loan owed by the Company to Final Frontier for the remaining amount of the Obligation (“Senior Subordinated Loan”) will be equal to the Finally Determined Obligation (as defined below), less the Company Common Stock Payment and any Principal Payments (as defined below) to the extent paid by the Company (“Loan Amount”). The Company will use its commercially reasonable best efforts to obtain the consent of its senior lender, Bank of America, allowing the Company to grant Final Frontier a second-lien security interest in all assets of the Company and Voltrek, LLC, which security interest will be limited to the lesser of: (i) \$10 million or (ii) the Loan Amount and will be fully subordinated and junior in priority to any and all current or future outstanding amounts payable by the Company to Bank of America (and/or any other financial institution or investor that refinances such amounts payable to Bank of America) under the Company’s current or future senior secured credit, loan and/or mortgage agreements (including any and all amendments, replacements, renewals or extension thereof) (“Senior Debt”). Senior Debt shall be capped at \$34.2 million.

Final Frontier shall execute a subordination and intercreditor agreement reasonably acceptable to Final Frontier, Bank of America and the Company providing for payment and lien subordination of the Senior Subordinated Loan to the Senior Debt (“Subordination Agreement”).

The repayment of Final Frontier’s Senior Subordinated Loan will be senior to, and have priority over, all of the Company’s creditors, other than the holder of the Senior Debt.

4. Senior Subordinated Note and Loan Agreement (“Note and Loan Agreement”) Terms:

The Senior Subordinated Loan will have a twenty-four (24) month maturity date from July 15, 2025, with a final payment of the Loan Amount together with all interest accrued thereon that is then unpaid on the maturity date. Over the term of the Senior Subordinated Loan, the Company shall pay

(a) principal payments of \$25,000 per month paid on the 15th of each month beginning on January 15, 2026, which will increase to \$50,000 per month on July 15, 2026 and continue monthly on the 15th of each month through the maturity date (“Principal Payments”), and (b) interest payments on a monthly basis paid on the 15th of each month beginning July 15, 2025 of \$15,000 per month until the final determination of the Finally Determined Obligation, at which point such monthly interest payments shall be appropriately retroactively and prospectively adjusted based on an annual interest rate of 7% applied against the Finally Determined Obligation and, with respect to any retroactive increase in interest payments, such increased amount shall be paid within 10 days of the date that the Finally Determined Obligation is determined.

All payments on the Senior Subordinated Loan shall be made in cash by check or wire transfer of immediately available funds; provided, that if Company remains a public company whose securities are traded by the general public on a major securities exchange (including OTCQX and OTCQB), the Company shall have the option to pay up to 20% of the Loan Amount at maturity (but not upon acceleration or prepayment) in its Common Stock, with the number of shares to be issued determined by dividing the Loan Amount to be paid in Common Stock by the average closing sale price of the Company’s Common Stock over the 10 trading days immediately preceding the maturity date.

The Senior Subordinated Loan will be prepayable only in cash at the option of the Company in all or in part at any time or from

time to time without premium, penalty or charge.

Any payments required under the Note and Loan Agreement not made within 15 days after the scheduled due date for such payment, including at maturity or upon acceleration, shall bear cash interest from the date due until paid at a rate of 15% per annum. All additional interest shall be immediately due and payable in cash.

Subject to the terms of the Subordination Agreement, the unpaid Loan Amount (together with all accrued and unpaid interest thereon) shall become immediately due and payable only in cash upon any sale of the Company or Voltrek, LLC or the filing of a bankruptcy proceeding by or against the Company or of Voltrek, LLC.

Subject to the terms of the Subordination Agreement, if there is any uncured default under the Note and Loan Agreement, including an uncured payment default under the Senior Subordinated Loan, or if there is an uncured default under the Senior Debt and the Senior Debt is accelerated, Final Frontier may deliver written notice to the Company of its intention to accelerate the maturity of the Senior Subordinated Loan and, if the Company has not cured such default within 15 days after receiving such notice, then the unpaid Loan Amount (together with all accrued and unpaid interest thereon) shall, at the option of Final Frontier and subject to the Subordination Agreement, mature and become immediately due and payable.

All restrictive covenants (e.g., non-compete, non-solicit and management support covenant, but not any confidentiality covenants) applicable to Final Frontier or Ms. Connors shall automatically lapse in the event of an uncured and continuing event of default under the Note and Loan Agreement that either results in the Senior Subordinated Loan being accelerated or gives Final Frontier the right to accelerate the Senior Subordinated Loan but for the restrictions under the Subordination Agreement.

Customary affirmative and negative covenants will be included in the Note and Loan Agreement similar to those contained in the Senior Debt.

Final Frontier will be simultaneously provided with the same reports and notices provided to the holder of the Senior Debt (exclusive of borrowing base certificates and similar reports).

The Note and Loan Agreement will contain a full mutual release of all claims relating to the purchase of Voltrek, LLC under the Purchase Agreement, including the earn-out calculation and payment terms which are being replaced by the terms reflected in this Term Sheet, but subject to the determination of the Finally Determined Obligation pursuant to the arbitration process described in Section 8 below, which will be excluded from the mutual release.

Subject to a mutually acceptable confidentiality agreement, for as long as amounts are outstanding under the Note and Loan Agreement, Ms. Connors shall be entitled to attend, as an observer, the portions of all regularly scheduled quarterly Company Board meetings that are otherwise attended by other operational non-director management members.

During the term of the Note and Loan Agreement, Final Frontier and Ms. Connors shall agree to a stock ownership management support covenant in the form attached as Exhibit A, which shall apply only for the Applicable Period (as defined on Exhibit A).

5. Key Employee Employment
("Employment Agreement"):

Ms. Connors and the Company will separately discuss a mutually acceptable Employment Agreement in the form and content to be mutually determined.

6. Expenses: Each party will be responsible for their own costs and expenses; provided that the Company will reimburse Final Frontier and Ms. Connors for their legal fees incurred in connection with the transactions contemplated by this Term Sheet up to a maximum amount of \$85,000.

7. Documentation: The terms of this Term Sheet will be more fully documented as follows (collectively, the "Documentation"):

- (a) Note and Loan Agreement
- (b) Subordination Agreement
- (c) Employment Agreement
- (d) Stock Ownership Management Support Agreement
(containing only the covenant set forth on Exhibit A)
- (e) Confidentiality Agreement
- (f) Ancillary Agreements as mutually agreed

Subject to the consent of Bank of America, the parties will use their commercially reasonable best efforts to execute mutually satisfactory Documentation within 30-days of the execution of this Term Sheet. Prior to completion of the Documentation and subject to any executed Subordination Agreement, Final Frontier will also be allowed to accelerate the due date of the Subordinated Loan Amount (a) if Bank of America accelerates the maturity date of its Senior Debt; (b) within 10 business days of any sale of the Company or Voltrek; (c) immediately upon the filing of any insolvency or bankruptcy proceeding by or against the Company or Voltrek; (d) if the FY24 Earn- Out Payment is not paid by the close of business on August 1, 2025; or (e) if any payment of interest or principal is not made within 15 days after the scheduled due date for such payment.

8. Arbitration:

The Company shall provide Final Frontier with an Earn Out Statement reflecting its determination of the total amount of the Obligation by July 7, 2025 and Final Frontier shall then have 30 days to dispute such determination. If so disputed by Final Frontier, thereafter, the parties shall attempt in good faith to resolve any such dispute over the next 30 days. If the parties cannot mutually agree on the amount of the Obligation during such 30-day period, then either party may submit the dispute to binding arbitration and final determination by Wipfli LLP pursuant to the terms and conditions set forth in Section 2.07(b) and 2.05(c) of the Purchase Agreement (the “Wipfli Resolution Process”); provided, however, that if Wipfli LLP advises the parties in writing that it cannot resolve one or more issues subject to such dispute, then either party may submit such issue(s) to binding arbitration pursuant to Article VIII of the Purchase Agreement (the “AAA Arbitration Process”) and the other party shall participate in such AAA Arbitration Process without the need for the parties to first comply with the negotiation provisions in Section 8.01 of the Purchase Agreement. If the resolution of the issue(s) submitted to the AAA Arbitration Process is necessary in order for Wipfli LLP to finally determine the Obligation, then the Wipfli Resolution Process shall be suspended until a final determination is rendered in the AAA Arbitration Process whereupon Wipfli LLP shall render its determination of the Obligation based on the determination of the arbitrator of issue(s) submitted to the AAA Arbitration Process.

The finally determined amount of the Obligation as determined by mutual agreement of the Company and Final Frontier or, failing such mutual agreement, as determined pursuant to the Wipfli Resolution Process and, if applicable, the AAA Arbitration Process referenced in this Section 8 shall be referred to in this Term Sheet as the “Finally Determined Obligation.”

[Signature Page Follows]

This Term Sheet is effective as of the date set forth above. This Term Sheet may be executed in counterparts and with digital or electronic signatures.

ORION ENERGY SYSTEMS, INC.

By: /s/ Sally A. Washlow
Sally A. Washlow
Chief Executive Officer

MS. CONNORS:

/s/ Kathleen M. Connors
Kathleen M. Connors

FINAL FRONTIER, LLC

By: /s/ Kathleen M. Connors
Kathleen M. Connors,
Manager

[Term Sheet Signature Page]

Exhibit A Management Support

Covenant

Kathleen M. Connors and Final Frontier, LLC (collectively, the “Connors Parties”) agree that, during the Applicable Period (as defined below), the Connors Parties will not, directly or indirectly, (a) initiate, propose, support or otherwise participate in any offer to acquire, acquisition, merger, tender offer or other business combination transaction affecting the Company; (b) initiate, propose, support or otherwise participate in any proxy contest, proxy solicitation or shareholder proposal relating to the Company; or (c) attempt to influence or interfere or otherwise adversely affect the board of directors, management or affairs of the Company. During the Applicable Period, the Connors Parties agree to vote all shares of Company stock owned by them in favor of any recommendation of the Company’s board of directors that is submitted to a vote of the Company’s shareholders. “Applicable Period” means the period commencing on the date of the Term Sheet and ending on the earliest of the following to occur: (i) the repayment in full of the Senior Subordinated Loan; (ii) the maturity of the Senior Subordinated Loan; or (iii) the date that the Senior Subordinated Loan is accelerated or could be accelerated but for the restrictions under the Subordination Agreement.

Orion Energy Systems, Inc.
Non-Employee Director Compensation Plan
Updated and Effective February 16, 2023

1. Annual cash retainer:	\$45,000 (cash or stock) (\$11,250 paid quarterly)
2. Board meeting fee:	None
3. Committee meeting fee	None
4. Annual restricted stock grant:	\$50,000 grant date fair market value (option to accept tandem restricted stock (60%) and restricted cash (40%))
5. Annual Independent Chair / Lead Director retainer:	\$40,000 (cash or stock) ¹ (\$10,000 paid quarterly)
6. Annual Audit and Finance Committee Chair retainer:	\$30,000 (cash or stock) ¹ (\$7,500 paid quarterly)
7. Annual Compensation Committee Chair retainer:	\$20,000 ³ (cash or stock) ¹ (\$5,000 paid quarterly)
8. Annual Nominating and Corporate Governance Committee Chair retainer:	\$20,000 ³ (cash or stock) ¹ (\$5,000 paid quarterly)
9. Reimburse out-of-pocket expenses:	Yes
10. Non-Employee Director Early Retirement Plan	<p>a. Upon the recommendation of the Compensation Committee and the approval of the Board of Directors, any non-employee director who voluntarily retires from the Board prior to the end of his or her stated term or who voluntarily decides not to stand for re-election at the end of his or her stated term will be entitled to continued vesting of up to all of his or her then outstanding unvested restricted stock, restricted cash and options on the dates when such vesting would otherwise occur if such director remained on the Board on such dates, subject to such additional terms and conditions, if any, as may be determined necessary or appropriate by the Compensation Committee and the Board of Directors.</p> <p>b. Upon the recommendation of the Compensation Committee and approval by the Board of Directors, any non-employee director who voluntarily retires from the Board prior to the end of his or her stated term or who voluntarily decides not to stand for re-election at the end of his or her stated term will be entitled to receive a services fee of \$200 per hour for any time spent at the request of the Company on Company-related matters, plus reimbursement for all out-of-pocket expenses, subject to such additional terms and conditions, if any, as may be determined necessary or appropriate by the Compensation Committee and the Board of Directors.</p> <p>c. Upon approval of the Compensation Committee, any non-employee director who voluntarily retires from the Board prior to the end of his or her stated term or who voluntarily decides not to stand for re-election at the end of his or her stated term will be entitled to an extension of the terms of all vested stock options until dates determined by the Compensation Committee that shall not exceed the dates on which such term would have otherwise expired if such director remained on the Board on such dates, subject to such additional terms and conditions, if any, as may be determined necessary or appropriate by the Compensation Committee.</p>

Grantee: _____
Grant Date: _____
No. of Performance Shares: _____
Amount of Restricted Cash: \$ _____

**ORION ENERGY SYSTEMS, INC.
2016 OMNIBUS INCENTIVE PLAN**

TANDEM PERFORMANCE SHARE AND CASH AWARD AGREEMENT

THIS AGREEMENT, made and entered into as of the Grant Date specified above (the “Grant Date”) by and between Orion Energy Systems, Inc., a Wisconsin corporation (the “Company”), and the Grantee specified above (“Grantee”).

RECITALS

WHEREAS, the Company maintains the Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan (the “Plan”), and Grantee has been selected by the Administrator to receive a Tandem Performance Share and Cash Award under the Plan; and

WHEREAS, as a condition to the receipt by Grantee of this Tandem Performance Share and Cash Award, Grantee reaffirms and agrees to be bound by the confidentiality, inventions, non-solicitation and non-competition provisions set forth in prior agreements between the Grantee and the Company, which are incorporated by reference herein, in consideration for receipt of the Tandem Performance Share and Cash Award pursuant hereto, continued employment, and other good and valuable consideration.

AGREEMENT

NOW, THEREFORE, IT IS AGREED, by and between the Company and Grantee, as follows:

1. Tandem Award of Performance Shares and Restricted Cash

1.1 Effective as of the Grant Date, the Company hereby grants to Grantee a tandem and coupled award of (i) the number of performance shares of the Company specified above (“Performance Shares”) and (ii) the amount of restricted cash specified above (“Restricted Cash”), in each instance, subject to, and in accordance with, the restrictions, terms and conditions set forth in the Plan and this Agreement. Each Performance Share represents the potential right to receive a Share subject to, and in accordance with, the restrictions, terms and conditions set forth in the Plan and this Agreement.

1.2 This Agreement (including any appendices or exhibits) shall be construed in accordance with, and subject to, the provisions of the Plan (which are incorporated herein by reference) and, except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan.

1.3 This Tandem Performance Share and Cash Award is conditioned upon Grantee's acceptance of the terms of this Agreement and any other agreement incorporated herein, as evidenced by Grantee's execution of this Agreement or by Grantee's electronic acceptance of the Agreement in a manner and during the time period allowed by the Company. If the terms of this Agreement are not timely accepted by execution or by such electronic means, this Tandem Performance Share and Cash Award may be cancelled by the Administrator.

2. **Vesting; Performance Goals; Settlement**

2.1 Subject to the terms of the Plan and this Agreement, if Grantee remains employed by the Company through the date (the "Vesting Date") on which the Administrator determines the level of achievement of the performance goals set forth in Exhibit A during the applicable performance period indicated therein, the percentage of the Performance Shares and Restricted Cash set forth in Exhibit A shall each vest on the Vesting Date. The Administrator will determine the level of the performance goals achieved in its sole and absolute discretion following the end of the applicable performance period. Except as otherwise expressly provided herein, upon any termination of Grantee's employment or service with the Company or a Subsidiary prior to the Vesting Date, the Performance Shares and Restricted Cash will be immediately and automatically forfeited without consideration. For purposes of this Agreement, employment with a Subsidiary of the Company or service as a member of the Board of Directors of the Company shall be considered employment or service with the Company. To the extent Performance Shares and Restricted Cash do not vest following the end of the applicable performance period based on the Administrator's determination of the level of the performance goal achieved, such Performance Shares and Restricted Cash shall be immediately and automatically forfeited without consideration on the Vesting Date.

2.2 As soon as reasonably practicable (and in no event later than thirty (30) days) following the vesting of the Performance Shares hereunder, the Company will issue to the Grantee one Share for each Performance Share that has vested. Any Restricted Cash (less any applicable withholding pursuant to Section 5) that vests following the end of the applicable performance period will be payable in cash in accordance with the Company's standard payroll practices (provided that the vested Restricted Cash shall in no event be paid later than two and one-half (2 ½) months after the end of the year in which the Restricted Cash vests). The Grantee will have no further rights with regard to a Performance Share or Restricted Cash, and such Performance Share and rights with respect to Restricted Cash will be deemed extinguished, once the Shares and cash related to this Tandem Performance Share and Cash Award have been issued or paid (or such Performance Share and Restricted Cash have been forfeited).

2.3 In the event, prior to vesting, (i) Grantee dies while actively employed by the Company, or (ii) Grantee has his or her employment terminated by reason of disability (within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the "Code")) ("Disability"), the Performance Shares and Restricted Cash shall become fully vested and nonforfeitable as of the date of Grantee's death or Disability.

2.4 In exchange for receipt of consideration in the form of this Tandem Performance Share and Cash Award, continued employment, and other good and valuable consideration, Grantee reaffirms and agrees to be bound by the confidentiality, inventions, non-solicitation and non-competition provisions set forth in prior agreements between the Grantee and the Company.

2.5 Except for death or Disability as provided in Section 2.3, or except as otherwise provided in a severance agreement with Grantee, if Grantee terminates his or her employment or if the Company terminates Grantee's employment prior to vesting, the Performance Shares and the Restricted Cash shall each cease to be eligible to vest, all of the unvested Performance Shares and Restricted Cash shall be immediately forfeited and cancelled, and Grantee shall only be entitled to the Performance Shares and Restricted Cash that have vested as of his or her date of termination.

2.6 In the event of a Change of Control prior to vesting, the provisions of Section 17(c) of the Plan as in effect on the date hereof shall apply.

2.7 Neither the Performance Shares nor the Restricted Cash may be sold, assigned, transferred, pledged, or otherwise encumbered, and any such attempted sale, assignment, transfer, pledge or other encumbrance shall be null and void. In addition, Grantee shall not sell any Shares acquired under this Agreement except as permitted by the terms of the Plan and at a time when applicable laws, Company policies and any agreement between the Company and its underwriters do not prohibit a sale.

3. Stock; No Dividends; No Voting; Interest

3.1 The Company reserves the right to place a legend on any stock certificate(s), or an appropriate stop-transfer order in the case of book-entry registration, restricting the transferability of any Shares issued following the vesting of the Performance Shares and referring to the terms and conditions (including forfeiture) of this Agreement and the Plan.

3.2 Prior to the vesting of the Performance Shares in accordance with Section 2.1, the Plan and this Agreement, and the issuance of Shares hereunder, the Grantee shall have no rights as a shareholder with respect to the Performance Shares. Prior to the settlement of the Performance Shares, the Grantee shall not be entitled to receive any dividends or similar distributions declared on the Shares subject to the Performance Shares, and Grantee shall not be entitled to vote any Shares subject to the Performance Shares.

3.3 In the event of a stock split, stock dividend or other change in capitalization or another corporate event described in Section 17 of the Plan, the number and type of shares subject to this Agreement shall be adjusted by the Administrator to the extent provided in Section 17 of the Plan.

3.4 During the period the Restricted Cash is not vested, the Company shall not be required to segregate or otherwise set aside the Restricted Cash for the benefit of the Grantee and the Grantee shall not be entitled to receive any interest on such funds. In addition, the Grantee shall not have a security interest or any other interests or other rights as a creditor of the Company with respect to the Restricted Cash.

4. No Right to Continued Employment or Additional Grants

Nothing in this Agreement or the Plan shall be interpreted or construed to confer upon Grantee any right with respect to continuance of employment by the Company or a Subsidiary, nor shall this Agreement or the Plan interfere in any way with the right of the Company or a Subsidiary to terminate Grantee's employment at any time or for any reason. The Plan may be terminated at

any time, and, even if the Plan is not terminated, Grantee shall not be entitled to any additional awards under the Plan.

5. Taxes and Withholding

Grantee shall be responsible for all federal, state, local and foreign taxes payable with respect to this Tandem Performance Share and Cash Award. In the event the Company or one of its Affiliates is required to withhold any Federal, state or local taxes or other amounts in respect of any income recognized by Grantee as a result of the grant, vesting, payment or settlement of, or other event relating to, this Tandem Performance Share and Cash Award or the issuance or disposition of any Shares acquired under this Tandem Performance Share and Cash Award, the Company may deduct (or require an Affiliate to deduct) from any payments of any kind otherwise due to Grantee in cash (including Restricted Cash), or with the consent of the Administrator, Shares otherwise deliverable or vesting under this Tandem Performance Share and Cash Award, to satisfy such tax or other obligations. Alternatively, the Company or its Affiliate may require Grantee to pay to the Company or its Affiliate, in cash, promptly on demand, or make other arrangements satisfactory to the Company or its Affiliate regarding the payment to the Company or its Affiliate of, the aggregate amount of any such taxes and other amounts.

6. Restrictive Covenants

Grantee hereby acknowledges and agrees to comply with and bound by all of the restrictive covenants set forth in Exhibit B.

7. Grantee Bound by the Plan

Grantee hereby acknowledges receipt of a copy of the Plan and the prospectus for the Plan, and agrees to be bound by all the terms and provisions thereof.

8. Modification of Agreement

This Agreement may be modified, amended, suspended, or terminated, and any terms or conditions may be waived, but only by mutual agreement of the parties in writing except as otherwise provided in Section 15 of the Plan.

9. Severability

Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

10. Governing Law

The validity, interpretation, construction, and performance of this Agreement and agreements incorporated by reference herein shall be governed by the laws of the State of Wisconsin without giving effect to the conflicts of laws principles thereof.

11. **Successors in Interest**

This Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns, whether by merger, consolidation, reorganization, sale of assets, or otherwise. This Agreement shall inure to the benefit of Grantee's legal representatives. All obligations imposed upon Grantee and all rights granted to the Company under this Agreement shall be final, binding, and conclusive upon Grantee's heirs, executors, administrators, legal representatives, guardians and successors.

12. **Resolution of Disputes**

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to the interpretation, construction, or application of this Agreement shall be determined by the Administrator in its absolute discretion. Any determination made hereunder shall be final, binding, and conclusive on Grantee and the Company for all purposes.

13. **Pronouns; Including**

Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural. Wherever used in this Agreement, the term "including" means "including, without limitation."

[Remainder of page intentionally left blank, signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Grant Date first above written.

ORION ENERGY SYSTEMS, INC.

By: _____ Grantee

Title: _____

Exhibit A

Performance Goals

If Grantee remains employed by the Company through the date on which the Administrator determines the level of revenue growth (“Revenue Growth”) achieved for fiscal year 2026 compared to fiscal year 2023, the following percentage of the Performance Shares and Restricted Cash shall vest to the extent the Administrator determines the applicable level of Revenue Growth has been achieved following the end of fiscal year 2026:

Fiscal Year 2026 Revenue Growth Rate Compared to Fiscal Year 2023	Percentage of Total Tandem Performance Shares and Restricted Cash Vesting*
25%	50%
40%	100%
≥50%	150%

The number of Performance Shares, and the amount of Restricted Cash, vesting will be interpolated for Revenue Growth between 25% and 40%, or between 40% and 50%. The Administrator will include acquired revenue in its determination of Revenue Growth, and will otherwise determine the Revenue Growth achieved in its sole and absolute discretion following the end of fiscal year 2026.

*Comprised of 60% Performance Shares and 40% of Restricted Cash.

Exhibit B

Restrictive Covenants

A. **Confidential Information.** During the employment or service period and thereafter, Grantee will not disclose any Proprietary Information (as defined below) or use any Proprietary Information in any manner adverse to the best interests of Company. All information, data, documents, agreements, files, and other materials that have been or will be furnished directly or indirectly by Company or any of its representatives to Grantee, including, without limitation, trade secrets, software programs, intellectual property, data files, source code, computer chips, system designs and product designs, whether or not marked as confidential, whether furnished prior to, on or after the Grant Date, whether oral, written or electronic, and regardless of the manner in which it was or is furnished, together with any notes, reports, summaries, analyses, compilations, forecasts, studies, interpretations, memoranda or other materials prepared by Company or any of its representatives that contain, reference, reflect or are based upon, in whole or in part, any information, documents, agreements, files, and other materials so furnished to Grantee is referred to herein as “Proprietary Information”. Proprietary Information does not include, however, information that (i) was, is or becomes available to Grantee on a non-confidential basis from a source other than Company or any of its representatives; *provided* that such other source is not known by Grantee, after reasonable inquiry, to be bound by a confidentiality obligation to Company; (ii) was, is or becomes generally available to or known by the public (other than as a result of a breach by Grantee of this Agreement); (iii) was previously in the possession of Grantee; *provided* that such information is not known by Grantee, after reasonable inquiry, to be subject to another confidentiality agreement or other obligation of secrecy to Company; or (iv) was independently developed by Grantee without use of the Proprietary Information and without violating any of his obligations under this Agreement or previously as a member of the Board. To the extent that any Proprietary Information may include materials subject to the attorney client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, Grantee agrees that the parties have a commonality of interest with respect to such matters, and it is the mutual desire, intention and understanding of the parties that the sharing of such materials was or is not intended to, and shall not, waive or diminish in any way the confidentiality of such materials or their continued protection under the attorney client privilege, work product doctrine or other applicable privilege. Accordingly, and in furtherance of the foregoing, the parties agree not to claim or contend that either party hereto has waived any attorney client privilege, work product doctrine or any other similar and applicable privilege by providing information pursuant to this Agreement.

B. **No Solicitation of Employees.** Grantee agrees that, without the prior written consent of Company, Grantee will not, during the employment or service period and for a period of one year from the end of the employment or service period, directly or indirectly, solicit the services of or employ, as employee, Grantee or otherwise any member of Company’s management; *provided, however,* that the foregoing shall not preclude (i) the hiring of any Company management employees who apply for employment on their own initiative without direct or indirect inducement or encouragement by consultant; (ii) the solicitation (or employment as a result of the solicitation) of any Company management employees whose employment has been terminated by Company for at least six months at the time of any such solicitation; or (iii) the solicitation (or employment as a result of the solicitation) of any Company management employees

through (a) public advertisements or general solicitations that are not specifically targeted at such person(s); or (b) recruiting or search firms not targeting the Company's management employees.

C. Other Agreements. Grantee understands and agrees that this Agreement does not and shall not supersede any obligations pertaining to any non-compete, non-solicitation, and confidentiality agreements that Grantee has previously entered into with the Company. Grantee further understands and agrees that, in consideration of the benefits provided to Grantee pursuant to this Agreement, Grantee's prior agreements are hereby ratified and reaffirmed in all respects and shall remain in full force and effect in accordance with the respective terms thereof. Grantee also agrees that, during the employment or service period and for a period of two years from the end of the employment or service period, not to, directly or indirectly, (i) initiate, propose, support or otherwise participate in any offer to acquire, acquisition, merger, tender offer or other business combination transaction affecting Company; (ii) initiate, propose, support or otherwise participate in any proxy contest, proxy solicitation or shareholder proposal relating to Company; (iii) acquire any additional stock of the Company (other than pursuant to option exercises or stock purchases that are strictly a passive investment and in any event not to exceed total beneficial ownership of five percent (5%) of Company's fully-diluted outstanding common stock); or (iv) attempt to influence or interfere or otherwise adversely affect the Board, management or the affairs of Company. During the employment or service period and for a period of two years from the end of the employment or service period, Grantee will vote all Company shares beneficially owned by him in favor of any Board recommendation submitted to a vote of Company's shareholders.

D. Return of All Company Documents and Property. Excluding Grantee's personal files and property, promptly after the termination date of employment or service to the Company, Grantee will return to Company all documents and property (including, without limitation, all records, memoranda, notes, correspondence, client information, reports, manuals, plans, computer discs, tapes and files, printouts, software, presentations and the like, including all copies thereof, computers, telephones, PDAs, equipment, and the like) in his possession or under his control pertaining to Company's business or Proprietary Information. Grantee will not copy or cause to be copied any of Company's records nor cause a removal of any record, document or property belonging to Company without authorization from Company.

E. Mutual Non-Disparagement Agreement. From and after the termination date of employment or service to the Company, neither Grantee nor Company will disparage the other party or any of Grantee's or Company's clients, directors, officers, employees, shareholders or business operations.

Grantee: _____
Grant Date: _____
No. of Restricted Shares: _____
Amount of Restricted Cash: \$ _____

**ORION ENERGY SYSTEMS, INC.
2016 OMNIBUS INCENTIVE PLAN**

TANDEM RESTRICTED STOCK AND CASH AWARD AGREEMENT

THIS AGREEMENT, made and entered into as of the Grant Date specified above (the "Grant Date") by and between Orion Energy Systems, Inc., a Wisconsin corporation (the "Company"), and the Grantee specified above ("Grantee").

RECITALS

WHEREAS, the Company maintains the Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan (the "Plan"), and Grantee has been selected by the Administrator to receive a Tandem Restricted Stock and Cash Award under the Plan; and

WHEREAS, as a condition to the receipt by Grantee of this Tandem Restricted Stock and Cash Award, Grantee reaffirms and agrees to be bound by the confidentiality, inventions, non-solicitation and non-competition provisions set forth in prior agreements between the Grantee and the Company, which are incorporated by reference herein, in consideration for receipt of the Tandem Restricted Stock and Cash Award pursuant hereto, continued employment, and other good and valuable consideration.

AGREEMENT

NOW, THEREFORE, IT IS AGREED, by and between the Company and Grantee, as follows:

1. Tandem Award of Restricted Stock and Restricted Cash

1.1 Effective as of the Grant Date, the Company hereby grants to Grantee a tandem and coupled award of (i) the number of shares of restricted Stock of the Company specified above ("Restricted Stock") and (ii) the amount of restricted cash specified above ("Restricted Cash"), in each instance, subject to, and in accordance with, the restrictions, terms and conditions set forth in the Plan and this Agreement.

1.2 This Agreement (including any appendices or exhibits) shall be construed in accordance with, and subject to, the provisions of the Plan (which are incorporated herein by reference) and, except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan.

1.3 This Tandem Restricted Stock and Cash Award is conditioned upon Grantee's acceptance of the terms of this Agreement and any other agreement incorporated herein, as evidenced by Grantee's execution of this Agreement or by Grantee's electronic acceptance of the Agreement in a manner and during the time period allowed by the Company. If the terms of this

Agreement are not timely accepted by execution or by such electronic means, this Tandem Restricted Stock and Cash Award may be cancelled by the Administrator.

2. **Restrictions**

2.1 Subject to the terms of the Plan and this Agreement, if the Grantee remains employed by the Company as of the applicable vesting date, the Restricted Stock and the Restricted Cash shall each vest one-third (1/3) per year on each of the first three (3) anniversaries of the Grant Date set forth herein. For purposes of this Agreement, employment with a Subsidiary of the Company or service as a member of the Board of Directors of the Company shall be considered employment with the Company.

2.2 Subject to vesting in accordance with Section 2.1, the terms of the Plan and this Agreement, Grantee shall own the vested Restricted Stock and the Restricted Cash free and clear of all restrictions imposed by this Agreement. The Company shall transfer (i) the vested Restricted Stock (less any applicable withholding pursuant to Section 5) to an unrestricted account in the name of the Grantee and (ii) the vested Restricted Cash (less any applicable withholding pursuant to Section 5) payable in accordance with the Company's standard payroll practices, in each event as soon as practical after each applicable anniversary of the Grant Date on which the Grantee remains employed by the Company (provided that the vested Restricted Cash shall in no event be paid later than two and one-half (2 ½) months after the end of the year in which the Restricted Cash vests).

2.3 In the event, prior to vesting, (i) Grantee dies while actively employed by the Company, or (ii) Grantee has his or her employment terminated by reason of disability (within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the "Code")) ("Disability"), any Restricted Stock and Restricted Cash shall become fully vested and nonforfeitable as of the date of Grantee's death or Disability. The Company shall transfer the Restricted Stock and Restricted Cash, free and clear of any restrictions imposed by this Agreement to Grantee (or, in the event of death, his or her surviving spouse or, if none, to his or her estate) as soon as practical after his or her date of death or termination for Disability.

2.4 In exchange for receipt of consideration in the form of this Tandem Restricted Stock and Cash Award, continued employment, and other good and valuable consideration, Grantee reaffirms and agrees to be bound by the confidentiality, inventions, non-solicitation and non-competition provisions set forth in prior agreements between the Grantee and the Company.

2.5 Except for death or Disability as provided in Section 2.3, or except as otherwise provided in a severance agreement with Grantee, if Grantee terminates his or her employment or if the Company terminates Grantee's employment prior to vesting, the Restricted Stock and the Restricted Cash shall each cease to vest further, all of the unvested Restricted Stock and Restricted Cash shall be immediately forfeited and cancelled, and Grantee shall only be entitled to the Restricted Stock and Restricted Cash that has vested as of his or her date of termination.

2.6 Notwithstanding the other provisions of this Agreement, in the event of a Change of Control prior to vesting, all otherwise unvested Restricted Stock and Restricted Cash shall become fully vested and nonforfeitable as of the date of the Change of Control. The Company shall transfer the Restricted Stock and Restricted Cash that vests pursuant to this Section 2.6 to

Grantee as soon as practical after the date of the Change of Control in accordance with Section 2.2.

2.7 Neither the Restricted Stock nor the Restricted Cash may be sold, assigned, transferred, pledged, or otherwise encumbered prior to the date Grantee becomes vested in the Restricted Stock and the Restricted Cash, and any such attempted sale, assignment, transfer, pledge or other encumbrance shall be null and void. In addition, Grantee shall not sell any shares acquired under this Agreement except as permitted by the terms of the Plan and at a time when applicable laws, Company policies and any agreement between the Company and its underwriters do not prohibit a sale.

3. Stock; Dividends; Voting; Interest

3.1 The Restricted Stock shall be registered in the name of Grantee as of the respective Grant Date for such shares of Restricted Stock. The Company may evidence the registration of the Restricted Stock in such manner as the Administrator may deem appropriate, including by issuing stock certificates or using a restricted book entry account with the Company's transfer agent. Physical possession or custody of any stock certificates that are issued shall be retained by the Company until such time as the Restricted Stock is vested in accordance with Section 2. The Company reserves the right to place a legend on such stock certificate(s), or an appropriate stop-transfer order in the case of book-entry registration, restricting the transferability of the Restricted Stock and referring to the terms and conditions (including forfeiture) of this Agreement and the Plan.

3.2 During the period the Restricted Stock is not vested, the Grantee shall not be entitled to receive any dividends or similar distributions declared on such unvested Restricted Stock and Grantee shall not be entitled to vote any such unvested Restricted Stock.

3.3 In the event of a stock split, stock dividend or other change in capitalization or another corporate event described in Section 17 of the Plan, the number and type of shares subject to this Agreement shall be adjusted by the Administrator to the extent provided in Section 17 of the Plan.

3.4 During the period the Restricted Cash is not vested, the Company shall not be required to segregate or otherwise set aside the Restricted Cash for the benefit of the Grantee and the Grantee shall not be entitled to receive any interest on such funds. In addition, the Grantee shall not have a security interest or any other interests or others rights as a creditor of the Company with respect to the Restricted Cash.

4. No Right to Continued Employment or Additional Grants

Nothing in this Agreement or the Plan shall be interpreted or construed to confer upon Grantee any right with respect to continuance of employment by the Company or a Subsidiary, nor shall this Agreement or the Plan interfere in any way with the right of the Company or a Subsidiary to terminate Grantee's employment at any time or for any reason. The Plan may be terminated at any time, and, even if the Plan is not terminated, Grantee shall not be entitled to any additional awards under the Plan.

5. Taxes and Withholding

Grantee shall be responsible for all federal, state, local and foreign taxes payable with respect to this Tandem Restricted Stock and Cash Award and dividends or other distributions paid on such Restricted Stock. Grantee shall have the right to make such elections under the Code as are available in connection with this Tandem Restricted Stock and Cash Award. Grantee shall rely solely on the determinations of Grantee's own tax advisors or his or her own determinations and not on any statements or representations by the Company or any of its agents with regard to all such tax matters. Grantee acknowledges that it is his or her sole responsibility, and not the Company's, to make any filings required to make any such elections under the Code, even if Grantee requests that the Company or its representatives make the filings on his or her behalf. Grantee agrees to report the value of the Restricted Stock and the Restricted Cash in a manner consistent with the Company's reporting for income tax purposes. The Company shall have the right to retain and withhold from any payment of Restricted Stock or Restricted Cash or other cash the amount of taxes required by any government to be withheld or otherwise deducted and paid with respect to such payment. At its discretion, the Company may require Grantee to reimburse the Company for any such taxes required to be withheld and may withhold any distribution in whole or in part until the Company is so reimbursed. In lieu thereof, the Company shall have the right to withhold from any other cash amounts due to Grantee an amount equal to such taxes required to be withheld or withhold and cancel (in whole or in part) a number of shares of Restricted Stock having a market value not less than the amount of such taxes, subject to the provisions on withholding in the Plan.

6. Restrictive Covenants

Grantee hereby acknowledges and agrees to comply with and bound by all of the restrictive covenants set forth in Exhibit A.

7. Grantee Bound by the Plan

Grantee hereby acknowledges receipt of a copy of the Plan and the prospectus for the Plan, and agrees to be bound by all the terms and provisions thereof.

8. Modification of Agreement

This Agreement may be modified, amended, suspended, or terminated, and any terms or conditions may be waived, but only by mutual agreement of the parties in writing except as otherwise provided in Section 15 of the Plan.

9. Severability

Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

10. Governing Law

The validity, interpretation, construction, and performance of this Agreement and agreements incorporated by reference herein shall be governed by the laws of the State of Wisconsin without giving effect to the conflicts of laws principles thereof.

11. **Successors in Interest**

This Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns, whether by merger, consolidation, reorganization, sale of assets, or otherwise. This Agreement shall inure to the benefit of Grantee's legal representatives. All obligations imposed upon Grantee and all rights granted to the Company under this Agreement shall be final, binding, and conclusive upon Grantee's heirs, executors, administrators, legal representatives, guardians and successors.

12. **Resolution of Disputes**

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to the interpretation, construction, or application of this Agreement shall be determined by the Administrator in its absolute discretion. Any determination made hereunder shall be final, binding, and conclusive on Grantee and the Company for all purposes.

13. **Pronouns; Including**

Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural. Wherever used in this Agreement, the term "including" means "including, without limitation."

[Remainder of page intentionally left blank, signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Grant Date first above written.

ORION ENERGY SYSTEMS, INC.

By: _____ Grantee: _____
Title: _____

Exhibit A

Restrictive Covenants

A. **Confidential Information.** During the employment or service period and thereafter, Grantee will not disclose any Proprietary Information (as defined below) or use any Proprietary Information in any manner adverse to the best interests of Company. All information, data, documents, agreements, files, and other materials that have been or will be furnished directly or indirectly by Company or any of its representatives to Grantee, including, without limitation, trade secrets, software programs, intellectual property, data files, source code, computer chips, system designs and product designs, whether or not marked as confidential, whether furnished prior to, on or after the Grant Date, whether oral, written or electronic, and regardless of the manner in which it was or is furnished, together with any notes, reports, summaries, analyses, compilations, forecasts, studies, interpretations, memoranda or other materials prepared by Company or any of its representatives that contain, reference, reflect or are based upon, in whole or in part, any information, documents, agreements, files, and other materials so furnished to Grantee is referred to herein as "Proprietary Information". Proprietary Information does not include, however, information that (i) was, is or becomes available to Grantee on a non-confidential basis from a source other than Company or any of its representatives; *provided* that such other source is not known by Grantee, after reasonable inquiry, to be bound by a confidentiality obligation to Company; (ii) was, is or becomes generally available to or known by the public (other than as a result of a breach by Grantee of this Agreement); (iii) was previously in the possession of Grantee; *provided* that such information is not known by Grantee, after reasonable inquiry, to be subject to another confidentiality agreement or other obligation of secrecy to Company; or (iv) was independently developed by Grantee without use of the Proprietary Information and without violating any of his obligations under this Agreement or previously as a member of the Board. To the extent that any Proprietary Information may include materials subject to the attorney client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, Grantee agrees that the parties have a commonality of interest with respect to such matters, and it is the mutual desire, intention and understanding of the parties that the sharing of such materials was or is not intended to, and shall not, waive or diminish in any way the confidentiality of such materials or their continued protection under the attorney client privilege, work product doctrine or other applicable privilege. Accordingly, and in furtherance of the foregoing, the parties agree not to claim or contend that either party hereto has waived any attorney client privilege, work product doctrine or any other similar and applicable privilege by providing information pursuant to this Agreement.

B. **No Solicitation of Employees.** Grantee agrees that, without the prior written consent of Company, Grantee will not, during the employment or service period and for a period of one year from the end of the employment or service period, directly or indirectly, solicit the services of or employ, as employee, Grantee or otherwise any member of Company's management; *provided, however,* that the foregoing shall not preclude (i) the hiring of any Company management employees who apply for employment on their own initiative without direct or indirect inducement or encouragement by consultant; (ii) the solicitation (or employment as a result of the solicitation) of any Company management employees whose employment has been terminated by Company for at least six months at the time of any such solicitation; or (iii) the solicitation (or employment as a result of the solicitation) of any Company management employees

through (a) public advertisements or general solicitations that are not specifically targeted at such person(s); or (b) recruiting or search firms not targeting the Company's management employees.

C. Other Agreements. Grantee understands and agrees that this Agreement does not and shall not supersede any obligations pertaining to any non-compete, non-solicitation, and confidentiality agreements that Grantee has previously entered into with the Company. Grantee further understands and agrees that, in consideration of the benefits provided to Grantee pursuant to this Agreement, Grantee's prior agreements are hereby ratified and reaffirmed in all respects and shall remain in full force and effect in accordance with the respective terms thereof. Grantee also agrees that, during the employment or service period and for a period of two years from the end of the employment or service period, not to, directly or indirectly, (i) initiate, propose, support or otherwise participate in any offer to acquire, acquisition, merger, tender offer or other business combination transaction affecting Company; (ii) initiate, propose, support or otherwise participate in any proxy contest, proxy solicitation or shareholder proposal relating to Company; (iii) acquire any additional stock of the Company (other than pursuant to option exercises or stock purchases that are strictly a passive investment and in any event not to exceed total beneficial ownership of five percent (5%) of Company's fully-diluted outstanding common stock); or (iv) attempt to influence or interfere or otherwise adversely affect the Board, management or the affairs of Company. During the employment or service period and for a period of two years from the end of the employment or service period, Grantee will vote all Company shares beneficially owned by him in favor of any Board recommendation submitted to a vote of Company's shareholders.

D. Return of All Company Documents and Property. Excluding Grantee's personal files and property, promptly after the termination date of employment or service to the Company, Grantee will return to Company all documents and property (including, without limitation, all records, memoranda, notes, correspondence, client information, reports, manuals, plans, computer discs, tapes and files, printouts, software, presentations and the like, including all copies thereof, computers, telephones, PDAs, equipment, and the like) in his possession or under his control pertaining to Company's business or Proprietary Information. Grantee will not copy or cause to be copied any of Company's records nor cause a removal of any record, document or property belonging to Company without authorization from Company.

E. Mutual Non-Disparagement Agreement. From and after the termination date of employment or service to the Company, neither Grantee nor Company will disparage the other party or any of Grantee's or Company's clients, directors, officers, employees, shareholders or business operations.

Grantee: _____
 Grant Date: _____
 No. of Restricted Shares: _____
 Amount of Restricted Cash: \$ _____

**ORION ENERGY SYSTEMS, INC.
 2016 OMNIBUS INCENTIVE PLAN**

TANDEM RESTRICTED STOCK AND CASH AWARD AGREEMENT

(for Non-Employee Members of the Board of Directors)

THIS AGREEMENT, made and entered into as of the Grant Date specified above (the “Grant Date”) by and between Orion Energy Systems, Inc., a Wisconsin corporation (the “Company”), and the Non-Employee Director Grantee specified above (“Grantee”).

WHEREAS, the Company maintains the Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan (the “Plan”), and Grantee is receiving this Tandem Restricted Stock and Cash Award under the Plan as part of the Grantee’s annual retainer for services as a non-employee member of the Board of Directors of the Company.

NOW, THEREFORE, IT IS AGREED, by and between the Company and Grantee, as follows:

1. Tandem Award of Restricted Stock and Restricted Cash

1.1 Effective as of the Grant Date, the Company hereby grants to Grantee a tandem and coupled award of (i) the number of shares of restricted Stock of the Company specified above (“Restricted Stock”) and (ii) the amount of restricted cash specified above (“Restricted Cash”), subject to, and in accordance with, the restrictions, terms and conditions set forth in the Plan and this Agreement.

1.2 This Agreement (including any appendices or exhibits) shall be construed in accordance with, and subject to, the provisions of the Plan (which are incorporated herein by reference) and, except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan.

1.3 This Tandem Restricted Stock and Cash Award is conditioned upon Grantee’s acceptance of the terms of this Agreement, as evidenced by Grantee’s execution of this Agreement or by Grantee’s electronic acceptance of the Agreement in a manner and during the time period allowed by the Company. If the terms of this Agreement are not timely accepted by execution or by such electronic means, this Tandem Restricted Stock and Cash Award may be cancelled.

2. Restrictions

2.1 Subject to the terms of the Plan and this Agreement, if the Grantee remains a member of the Board of Directors of the Company as of the applicable vesting date, the Restricted Stock and Restricted Cash shall each vest one-third (1/3) per year on each of the first three (3) anniversaries of the Grant Date set forth herein.

2.2 Subject to vesting in accordance with Section 2.1, the terms of the Plan and this Agreement, Grantee shall own the vested Restricted Stock and Restricted Cash free and clear of all restrictions imposed by this Agreement. The Company shall transfer (i) the vested Restricted Stock (less any applicable withholding pursuant to Section 5) to an unrestricted account in the name of the Grantee and (ii) the vested Restricted Cash (less any applicable withholding pursuant to Section 5) payable in accordance with the Company's standard practices, in each event as soon as practical after each applicable anniversary of the Grant Date (provided that the vested Restricted Cash shall in no event be paid later than two and one-half (2 ½) months after the end of the year in which the Restricted Cash vests).

2.3 In the event, prior to vesting, (i) Grantee dies while serving as a member of the Board of Directors of the Company, or (ii) Grantee has his or her directorship terminated by reason of disability (within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the "Code")) ("Disability"), any Restricted Stock and Restricted Cash shall become fully vested and nonforfeitable as of the date of Grantee's death or Disability. The Company shall transfer the Restricted Stock and Restricted Cash, free and clear of any restrictions imposed by this Agreement to Grantee (or, in the event of death, his or her surviving spouse or, if none, to his or her estate) as soon as practical after his or her date of death or termination for Disability.

2.4 Except for death or Disability as provided in Section 2.3, if Grantee's status as a member of the Board of Directors of the Company terminates prior to vesting for any reason, the Restricted Stock and Restricted Cash shall each cease to vest further, all of the unvested Restricted Stock and Restricted Cash shall be immediately forfeited and cancelled, and Grantee shall only be entitled to the Restricted Stock and Restricted Cash that has vested as of his or her date of termination as a director; provided, however, if Grantee's status as a member of the Board of Directors of the Company terminates prior to vesting for any reason (except for death or Disability as provided in Section 2.3), the Administrator may, in its absolute discretion and in lieu of the forfeiture and cancellation of unvested Restricted Stock and Restricted Cash provided for in this Section 2.4, decide to: (i) accelerate the vesting of all or a portion of the unvested Restricted Stock and/or Restricted Cash or (ii) allow all or a portion of the unvested Restricted Stock to continue to vest on the same or a revised schedule; in each instance, subject to any additional terms and conditions the Administrator determines appropriate.

2.5 Neither the Restricted Stock nor the Restricted Cash may be sold, assigned, transferred, pledged, or otherwise encumbered prior to the date Grantee becomes vested in the Restricted Stock and the Restricted Cash, and any such attempted sale, assignment, transfer, pledge or other encumbrance shall be null and void. In addition, Grantee shall not sell any shares acquired under this Agreement except as permitted by the terms of the Plan and at a time when applicable laws, Company policies and any agreement between the Company and its underwriters do not prohibit a sale.

2.6 Notwithstanding the other provisions of this Agreement, in the event of a Change of Control prior to vesting, all otherwise unvested Restricted Stock and Restricted Cash shall become fully vested and nonforfeitable as of the date of the Change of Control. The Company shall transfer the Restricted Stock and Restricted Cash that vests pursuant to this Section 2.6 to Grantee as soon as practical after the date of the Change of Control in accordance with Section 2.2.

3. Stock; Dividends; Voting; Interest

3.1 The Restricted Stock shall be registered in the name of Grantee as of the respective Grant Date for such shares of Restricted Stock. The Company may evidence the registration of the Restricted Stock in such manner as the Administrator may deem appropriate, including by issuing stock certificates or using a restricted book entry account with the Company's transfer agent. Physical possession or custody of any stock certificates that are issued shall be retained by the Company until such time as the Restricted Stock is vested in accordance with Section 2. The Company reserves the right to place a legend on such stock certificate(s), or an appropriate stop-transfer order in the case of book-entry registration, restricting the transferability of the Restricted Stock and referring to the terms and conditions (including forfeiture) of this Agreement and the Plan.

3.2 During the period the Restricted Stock is not vested, the Grantee shall not be entitled to receive any dividends or similar distributions declared on such unvested Restricted Stock and Grantee shall not be entitled to vote any such unvested Restricted Stock.

3.3 In the event of a stock split, stock dividend or other change in capitalization or another corporate event described in Section 17 of the Plan, the number and type of shares subject to this Agreement shall be adjusted by the Administrator to the extent provided in Section 17 of the Plan.

3.4 During the period the Restricted Cash is not vested, the Company shall not be required to segregate or otherwise set aside the Restricted Cash for the benefit of the Grantee and the Grantee shall not be entitled to receive any interest on such funds. In addition, the Grantee shall not have a security interest or any other interests or other rights as a creditor of the Company with respect to the Restricted Cash.

4. No Right to Continued Service or Additional Grants

Nothing in this Agreement or the Plan shall be interpreted or construed to confer upon Grantee any right with respect to continuance of service as a member of the Board of Directors of the Company, nor shall this Agreement or the Plan interfere in any way with the right of the Company to terminate Grantee's service at any time or for any reason in accordance with the Company's Articles of Incorporation and By-Laws. The Plan may be terminated at any time, and, even if the Plan is not terminated, Grantee shall not be entitled to any additional awards under the Plan.

5. Taxes and Withholding

Grantee shall be responsible for all federal, state, local and foreign taxes payable with respect to this Tandem Restricted Stock and Cash Award and dividends or other distributions paid on such Restricted Stock. Grantee shall have the right to make such elections under the Code as are available in connection with this Tandem Restricted Stock and Cash Award. Grantee shall rely solely on the determinations of Grantee's own tax advisors or his or her own determinations and not on any statements or representations by the Company or any of its agents with regard to all such tax matters. Grantee acknowledges that it is his or her sole responsibility, and not the Company's, to make any filings required to make any such elections under the Code, even if Grantee requests that the Company or its representatives make the filings on his or her behalf.

Grantee agrees to report the value of the Restricted Stock and the Restricted Cash in a manner consistent with the Company's reporting for income tax purposes. The Company shall have the right to retain and withhold from any payment of Restricted Stock or Restricted Cash or other cash the amount of taxes required by any government to be withheld or otherwise deducted and paid with respect to such payment. At its discretion, the Company may require Grantee to reimburse the Company for any such taxes required to be withheld and may withhold any distribution in whole or in part until the Company is so reimbursed. In lieu thereof, the Company shall have the right to withhold from any other cash amounts due to Grantee an amount equal to such taxes required to be withheld or withhold and cancel (in whole or in part) a number of shares of Restricted Stock having a market value not less than the amount of such taxes, subject to the provisions on withholding in the Plan.

6. Restrictive Covenants

Grantee hereby acknowledges and agrees to comply with and bound by all of the restrictive covenants set forth in Exhibit A.

7. Grantee Bound by the Plan

Grantee hereby acknowledges receipt of a copy of the Plan and the prospectus for the Plan, and agrees to be bound by all the terms and provisions thereof.

8. Modification of Agreement

This Agreement may be modified, amended, suspended, or terminated, and any terms or conditions may be waived, but only by mutual agreement of the parties in writing except as otherwise provided in Section 15 of the Plan.

9. Severability

Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

10. Governing Law

The validity, interpretation, construction, and performance of this Agreement and agreements incorporated by reference herein shall be governed by the laws of the State of Wisconsin without giving effect to the conflicts of laws principles thereof.

11. Successors in Interest

This Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns, whether by merger, consolidation, reorganization, sale of assets, or otherwise. This Agreement shall inure to the benefit of Grantee's legal representatives. All obligations imposed upon Grantee and all rights granted to the Company under this Agreement shall be final, binding, and conclusive upon Grantee's heirs, executors, administrators, legal representatives, guardians and successors.

12. **Resolution of Disputes**

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to the interpretation, construction, or application of this Agreement shall be determined by the Administrator in its absolute discretion. Any determination made hereunder shall be final, binding, and conclusive on Grantee and the Company for all purposes.

13. **Pronouns; Including**

Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural. Wherever used in this Agreement, the term “including” means “including, without limitation.”

[Remainder of page intentionally left blank, signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Grant Date first above written.

ORION ENERGY SYSTEMS, INC.

By: _____ Grantee

Title: _____

Exhibit A

Restrictive Covenants

A. **Confidential Information.** During the employment or service period and thereafter, Grantee will not disclose any Proprietary Information (as defined below) or use any Proprietary Information in any manner adverse to the best interests of Company. All information, data, documents, agreements, files, and other materials that have been or will be furnished directly or indirectly by Company or any of its representatives to Grantee, including, without limitation, trade secrets, software programs, intellectual property, data files, source code, computer chips, system designs and product designs, whether or not marked as confidential, whether furnished prior to, on or after the Grant Date, whether oral, written or electronic, and regardless of the manner in which it was or is furnished, together with any notes, reports, summaries, analyses, compilations, forecasts, studies, interpretations, memoranda or other materials prepared by Company or any of its representatives that contain, reference, reflect or are based upon, in whole or in part, any information, documents, agreements, files, and other materials so furnished to Grantee is referred to herein as "Proprietary Information". Proprietary Information does not include, however, information that (i) was, is or becomes available to Grantee on a non-confidential basis from a source other than Company or any of its representatives; *provided* that such other source is not known by Grantee, after reasonable inquiry, to be bound by a confidentiality obligation to Company; (ii) was, is or becomes generally available to or known by the public (other than as a result of a breach by Grantee of this Agreement); (iii) was previously in the possession of Grantee; *provided* that such information is not known by Grantee, after reasonable inquiry, to be subject to another confidentiality agreement or other obligation of secrecy to Company; or (iv) was independently developed by Grantee without use of the Proprietary Information and without violating any of his obligations under this Agreement or previously as a member of the Board. To the extent that any Proprietary Information may include materials subject to the attorney client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, Grantee agrees that the parties have a commonality of interest with respect to such matters, and it is the mutual desire, intention and understanding of the parties that the sharing of such materials was or is not intended to, and shall not, waive or diminish in any way the confidentiality of such materials or their continued protection under the attorney client privilege, work product doctrine or other applicable privilege. Accordingly, and in furtherance of the foregoing, the parties agree not to claim or contend that either party hereto has waived any attorney client privilege, work product doctrine or any other similar and applicable privilege by providing information pursuant to this Agreement.

B. **No Solicitation of Employees.** Grantee agrees that, without the prior written consent of Company, Grantee will not, during the employment or service period and for a period of one year from the end of the employment or service period, directly or indirectly, solicit the services of or employ, as employee, Grantee or otherwise any member of Company's management; *provided, however,* that the foregoing shall not preclude (i) the hiring of any Company management employees who apply for employment on their own initiative without direct or indirect inducement or encouragement by consultant; (ii) the solicitation (or employment as a result of the solicitation) of any Company management employees whose employment has been terminated by Company for at least six months at the time of any such solicitation; or (iii) the solicitation (or employment as a result of the solicitation) of any Company management employees

through (a) public advertisements or general solicitations that are not specifically targeted at such person(s); or (b) recruiting or search firms not targeting the Company's management employees.

C. Other Agreements. Grantee understands and agrees that this Agreement does not and shall not supersede any obligations pertaining to any non-compete, non-solicitation, and confidentiality agreements that Grantee has previously entered into with the Company. Grantee further understands and agrees that, in consideration of the benefits provided to Grantee pursuant to this Agreement, Grantee's prior agreements are hereby ratified and reaffirmed in all respects and shall remain in full force and effect in accordance with the respective terms thereof. Grantee also agrees that, during the employment or service period and for a period of two years from the end of the employment or service period, not to, directly or indirectly, (i) initiate, propose, support or otherwise participate in any offer to acquire, acquisition, merger, tender offer or other business combination transaction affecting Company; (ii) initiate, propose, support or otherwise participate in any proxy contest, proxy solicitation or shareholder proposal relating to Company; (iii) acquire any additional stock of the Company (other than pursuant to option exercises or stock purchases that are strictly a passive investment and in any event not to exceed total beneficial ownership of five percent (5%) of Company's fully-diluted outstanding common stock); or (iv) attempt to influence or interfere or otherwise adversely affect the Board, management or the affairs of Company. During the employment or service period and for a period of two years from the end of the employment or service period, Grantee will vote all Company shares beneficially owned by him in favor of any Board recommendation submitted to a vote of Company's shareholders.

D. Return of All Company Documents and Property. Excluding Grantee's personal files and property, promptly after the termination date of employment or service to the Company, Grantee will return to Company all documents and property (including, without limitation, all records, memoranda, notes, correspondence, client information, reports, manuals, plans, computer discs, tapes and files, printouts, software, presentations and the like, including all copies thereof, computers, telephones, PDAs, equipment, and the like) in his possession or under his control pertaining to Company's business or Proprietary Information. Grantee will not copy or cause to be copied any of Company's records nor cause a removal of any record, document or property belonging to Company without authorization from Company.

E. Mutual Non-Disparagement Agreement. From and after the termination date of employment or service to the Company, neither Grantee nor Company will disparage the other party or any of Grantee's or Company's clients, directors, officers, employees, shareholders or business operations.

**ORION ENERGY SYSTEMS, INC.
STOCK OPTION AWARD**

Sally A. Washlow
[INSERT ADDRESS]

Dear Sally:

You have been granted an option (your "Option") to purchase shares of common stock ("Shares") of Orion Energy Systems, Inc. (the "Company") with the following terms and conditions:

Grant Date: _____, 2025¹
Type of Option: Nonqualified Stock Option
Number of Option Shares: 500,000
Exercise Price per Share: U.S. \$ _____

Vesting: *Time-Vesting Option Shares:* Your Option will vest with respect to 250,000 Shares (50% of the total Shares subject to your Option) (the "Time-Vesting Option Shares") as follows: Your Option will vest and become exercisable with respect to one-third (1/3) of the total Time-Vesting Option Shares on each of the first three anniversaries of the Grant Date, provided you remain in the Company's employment until the applicable vesting date.

Performance-Vesting Option Shares: Your Option will vest with respect to 250,000 Shares (50% of the total Shares subject to your Option) (the "Performance-Vesting Option Shares") based on the achievement of the following stock price goals, provided you remain in the Company's employment until the applicable vesting date:

Stock Price Achieved	Portion of Performance-Vesting Option Shares Vesting
\$3.00	1/3
\$4.00	1/3
\$5.00	1/3

The stock prices above will be deemed achieved, and your Option will vest with respect to the applicable portion of the Performance-Vesting Option Shares, only if and when the

¹ 15th trading day after FY2025 earnings announcement.

Company determines that the average closing sale price of the Company's common stock over five consecutive trading days during the three (3) calendar years immediately following the Grant Date equals or exceeds the applicable stock price.

Any portion of your Option that is not vested upon the termination of your employment with the Company for any reason or for no reason will immediately terminate upon such termination of employment with the Company.

Termination Date:

Your Option expires at, and cannot be exercised after, the close of business at the Company's headquarters on the earliest to occur of:

- The tenth (10th) anniversary of the Grant Date;
- One year after your termination of employment with the Company as a result of death or disability (within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the "Code")); or
- 90 days after your termination of employment with the Company for any other reason.

Your Option's termination date does not affect its vesting date(s), which expire upon your termination of employment with the Company.

If the date this Option terminates as specified above falls on a day on which the stock market is not open for trading or on a date that you are prohibited by Company policy (such as an insider trading policy) from exercising the Option, the termination date shall be automatically extended to the first available trading day following the original termination date, but not beyond the tenth (10th) anniversary of the Grant Date.

Notwithstanding the above, your entire Option is terminated immediately if the Company or an affiliate (an "Affiliate") terminates your employment for Cause (as defined in your Executive Employment and Severance Agreement, dated April 14, 2025, with the Company), or if your employment is otherwise terminated at a time when it could be terminated for Cause.

Your Option will also be terminated and forfeited in its entirety on the date of the Company's 2025 Annual Meeting of Shareholders if the Company's shareholders do not approve the Option at such Annual Meeting of Shareholders, and,

notwithstanding anything to the contrary herein, no Shares may be issued under your Option prior to such shareholder approval.

Manner of Exercise:

You may exercise your Option only to the extent vested and only if it has not terminated. To exercise your Option, you must complete the “Notice of Stock Option Exercise” form provided by the Company and return it to the address indicated on the form, or complete any online exercise notice procedure required by the Company. The form or online exercise notice will be effective when it is received by the Company, but exercise will not be completed until you pay the total exercise price and all applicable withholding taxes due as a result of the exercise to the Company.

If someone else wants to exercise your Option after your death, that person must contact the Company and prove to the Company’s satisfaction that he or she is entitled to do so.

Your ability to exercise your Option may be restricted by the Company if required by applicable law.

Restrictions on Resale:

By accepting your Option, you agree not to sell any Shares acquired under your Option at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale.

Restrictions on Transfer:

During your lifetime, this Option is only exercisable by you. You may not transfer, pledge or assign this Option, by operation of law or otherwise, except pursuant to your will or the laws of descent and distribution. If you attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Option, except as provided above, or in the event this Option is subject to levy or attachment, execution or similar process, the Company may terminate this Option by providing written notice to you.

**Compensation Recovery Policy;
Rescission of Exercise; Disgorgement
of Option Gains:**

This Option, and any Shares issued pursuant to the exercise of this Option, shall be subject to the Company’s Compensation Recovery Policy and any other recoupment or clawback policy that is adopted by, or any recoupment or similar requirement otherwise made applicable by law, regulation or listing standards to, the Company from time to time. If you are terminated for Cause, or if you are not terminated for Cause but the Human Capital Management and Compensation Committee (the “Committee”) of the Company’s Board of Directors (the “Board”) later determines that you could have been terminated for Cause if all facts had been known at that time, or if the

Committee determines that, after your termination of employment, you have violated the provisions of any non-competition, non-solicitation, confidentiality or assignment of inventions agreement then in effect, then your Option will terminate immediately on the date of such termination or determination, as applicable, and the Committee may, in its sole and absolute discretion, (i) rescind any notice of exercise submitted by you for which payment or the issuance of Shares has not been completed, in which event any exercise price you have tendered will be promptly returned to you or retained by the Company as an offset as provided below, and/or (ii) notify you in writing within two (2) years after exercise of all or any portion of the Option that any exercise made within the one (1) year period prior to your termination or prior to your breach of any non-competition, non-solicitation, confidentiality or assignment of inventions agreement, is rescinded. Within ten (10) days after receiving such notice from the Company, you shall pay to the Company the amount of any cash payment received, or the value of any other gain realized, as a result of the rescinded exercise. Notwithstanding the foregoing, the Company shall have the right to retain (as an offset against any amounts due hereunder), the exercise price and withholding amount tendered by you with respect to any rescinded exercise, and the Company shall have the right to offset against any other amounts due from the Company to you the amount owed by you hereunder.

Taxes:

You (and not the Company or any Affiliate) shall be responsible for your federal, state, local or foreign tax liability and any of your other tax consequences that may arise as a result of the transactions contemplated by this Option. You shall rely solely on the determinations of your own tax advisors or your own determinations, and not on any statements or representations by the Company or any of its agents, with regard to all such tax matters. To the extent that the receipt, vesting or exercise of this Option, or other event, results in income to you for federal, state or local income tax purposes, you shall deliver to the Company or its Affiliate at the time the Company or its Affiliate is obligated to withhold taxes in connection with such receipt, vesting, exercise or other event, as the case may be, such amount as the Company or its Affiliate requires to meet its withholding obligation under applicable tax laws or regulations, and if you fail to do so, the Company shall not be obligated to deliver any Shares to you and shall have the right and authority to deduct or withhold from other compensation payable to you an amount sufficient to satisfy its withholding obligations.

To the extent permitted by the Company at the time a tax withholding requirement arises, you may satisfy the withholding requirement in whole or in part, by electing to have the Company withhold for its own account that number of Shares otherwise deliverable to you upon exercise having an aggregate Fair Market Value (as defined below) on the date the tax is to be determined equal to the tax that the Company must withhold in connection with the exercise; provided that the amount so withheld shall not exceed the maximum statutory rate to the extent necessary to avoid an accounting charge. "Fair Market Value" means, unless otherwise determined by the Committee, per Share on a particular date, (i) if the Shares are listed on a national securities exchange, the last sales price on that date on the national securities exchange on which the Shares are then traded, as reported in The Wall Street Journal, or if no sales of Shares occur on such date, then on the last preceding date on which there was a sale on such exchange; or (ii) if the Shares are not listed on a national securities exchange, but are traded in an over-the-counter market, the last sales price (or, if there is no last sales price reported, the average of the closing bid and asked prices) for the Shares on that date, or on the last preceding date on which there was a sale of Shares on that market; or (iii) if the Shares are neither listed on a national securities exchange nor traded in an over-the-counter market, the price determined by the Committee, in its discretion. The Fair Market Value of any fractional Share not used to satisfy the withholding obligation (as determined on the date the tax is determined) will be paid to you in cash.

Notwithstanding any provisions of this Stock Option Award to the contrary, the Company does not guarantee to you or any other person with an interest in this Stock Option Award that this Option will be exempt from Code Section 409A or otherwise receive a specific tax treatment under any other applicable tax law, nor in any such case will the Company or any Affiliate be required to indemnify, defend or hold harmless any individual with respect to the tax consequences of this Stock Option Award.

Notice of Transfer:

The Company may, at any time during the twelve months from the date you acquire Shares under your Option, place a stop-transfer order on any Shares issued under your Option requesting the Company's transfer agent to notify the Company of any transfer of the Shares.

Adjustment and Change of Control Provisions:

If (i) the Company shall at any time be involved in a merger or other transaction in which the Shares are changed or exchanged; (ii) the Company shall subdivide or combine the Shares or the

Company shall declare a dividend payable in Shares, other securities (other than stock purchase rights issued pursuant to a shareholder rights agreement) or other property; (iii) the Company shall effect a cash dividend the amount of which, on a per Share basis, exceeds ten percent (10%) of the Fair Market Value of a Share at the time the dividend is declared, or the Company shall effect any other dividend or other distribution on the Shares in the form of cash, or a repurchase of Shares, that the Board determines by resolution is special or extraordinary in nature or that is in connection with a transaction that the Company characterizes publicly as a recapitalization or reorganization involving the Shares; or (iv) any other event shall occur, which, in the case of this clause (iv), in the judgment of the Committee necessitates an adjustment to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Stock Option Award, then the Committee shall, in such manner as it may deem equitable to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Stock Option Award, adjust any or all of: (A) the number and type of Shares subject to this Stock Option Award; (B) the exercise price with respect to this Stock Option Award; and (C) the performance goals applicable to this Stock Option Award. In any such case, the Committee may also (or in lieu of the foregoing) make provision for a cash payment in exchange for the cancellation of all or a portion of this Stock Option Award (without your consent) in an amount determined by the Committee effective at such time as the Committee specifies (which may be the time such transaction or event is effective). However, the number of Shares subject to this Stock Option Award must always be a whole number. In any event, this Stock Option Award is subject to only such adjustments as are necessary to maintain the relative proportionate interest this Stock Option Award represented immediately prior to any such event and to preserve, without exceeding, the value of this Stock Option Award.

Without limitation, in the event of any reorganization, merger, consolidation, combination or other similar corporate transaction or event, whether or not constituting a Change of Control (as defined below) (other than any such transaction in which the Company is the continuing corporation and in which the outstanding Shares are not being converted into or exchanged for different securities, cash or other property, or any combination thereof), the Committee may substitute, on an equitable basis as the Committee determines, for each Share then subject to this Stock Option Award, the number and kind of shares of stock,

other securities, cash or other property to which holders of Shares are or will be entitled in respect of each Share pursuant to the transaction. A “Change of Control” shall have the meaning given in the Company’s 2016 Omnibus Incentive Plan.

Notwithstanding the foregoing, in the case of a stock dividend (other than a stock dividend declared in lieu of an ordinary cash dividend) or subdivision or combination of the Shares (including a reverse stock split), if no action is taken by the Committee, adjustments contemplated by this subsection that are proportionate shall nevertheless automatically be made as of the date of such stock dividend or subdivision or combination of the Shares.

Notwithstanding any other provision of this Stock Option Award, in connection with any merger, consolidation, acquisition of property or stock, or reorganization, the Committee may authorize the issuance or assumption of this Stock Option Award upon such terms and conditions as it may deem appropriate.

In order to preserve your rights under this Stock Option Award in the event of a Change of Control, the Committee in its discretion may take one or more of the following actions at any time: (a) provide for the acceleration of any time period, or the deemed achievement of any performance goals, relating to the exercise or realization of this Stock Option Award; (b) provide for the purchase of this Stock Option Award for an amount of cash or other property that could have been received upon the exercise or realization of this Stock Option Award had this Stock Option Award been currently exercisable or payable (or the cancellation of this Stock Option Award in exchange for no payment to the extent that no cash or other property would be received upon the exercise or realization of this Stock Option Award in such circumstances); (c) adjust the terms of this Stock Option Award in the manner determined by the Committee to reflect the Change of Control; (d) cause this Stock Option Award to be assumed, or new right substituted therefor, by another entity; or (e) make such other provision as the Committee may consider equitable and in the best interests of the Company.

Except as otherwise expressly provided in any agreement between you and the Company or an Affiliate, if the receipt of any payment by you under the circumstances described above would result in the payment by you of any excise tax provided for in Section 280G and Section 4999 of the Code, then the

amount of such payment shall be reduced to the extent required to prevent the imposition of such excise tax.

Notwithstanding anything contained in this section, the Board may, in its sole and absolute discretion, amend, modify or rescind the provisions of this section if it determines that the operation of this section may prevent a transaction in which the Company or any Affiliate is a party from receiving desired tax treatment, including without limitation requiring that you receive a replacement or substitute Stock Option Award issued by the surviving or acquiring corporation.

Miscellaneous:

- The grant of the Option shall not constitute or be evidence of any agreement or understanding, express or implied, that you have a right to continue as an employee of the Company or any of its Affiliates for any period of time, or at any particular rate of compensation, or provide you with any rights as a shareholder of the Company.
- As a condition of the granting of your Option, you agree, for yourself and your legal representatives or guardians, that this Stock Option Award shall be interpreted by the Committee and that any interpretation by the Committee of the terms of this Stock Option Award and any determination made by the Committee pursuant to this Stock Option Award shall be final, binding and conclusive. The Committee may modify, amend or cancel this Stock Option Award, or waive any restrictions or conditions applicable to this Stock Option Award or the exercise of your Option; provided that, except as otherwise provided herein, any modification or amendment that materially diminishes your rights, or the cancellation of this Stock Option Award, shall be effective only if agreed to by you, but the Committee need not obtain your (or other interested party's) consent for the modification, amendment or cancellation of this Stock Option Award pursuant to the provision below relating to certain conduct or the "Adjustment and Change of Control Provisions" of this Stock Option Award or as follows: (A) to the extent the Committee deems such action necessary to comply with any applicable law or the listing requirements of any principal securities exchange or market on which the Shares are then traded; (B) to the extent the Committee deems necessary to preserve favorable accounting or tax treatment of this Stock Option Award for the Company; or (C) to the extent the Committee determines that such action does not materially and adversely affect the value of this Stock Option Award or that such action is in your best

interest (or any other person(s) as may then have an interest in this Stock Option Award). Notwithstanding anything to the contrary herein, the Committee shall have full power and authority to terminate or cause you to forfeit this Stock Option Award, and require you to disgorge to the Company any gains attributable to this Stock Option Award, if you engage in any action constituting, as determined by the Committee in its discretion, Cause for termination, or a breach of this Stock Option Award or any other agreement between you and the Company or an Affiliate concerning noncompetition, nonsolicitation, confidentiality, trade secrets, intellectual property, nondisparagement or similar obligations.

- As a condition of the granting of your Option, you acknowledge and agree that this Stock Option Award constitutes the entire agreement of the parties with respect to the subject matter of this Stock Option Award. This Stock Option Award supersedes any and all other agreements or representations, both verbal and written, between the parties to this Stock Option Award with respect to your Option. You represent and warrant that you have no other outstanding options to purchase common stock or any other security of the Company other than your Option or any options previously granted and described in any agreement similar to this Stock Option Award, and you hereby release the Company from any claims and liabilities relating thereto.
- This Stock Option Award may be executed in counterparts.

[Signatures on next page]

BY SIGNING BELOW AND ACCEPTING THIS STOCK OPTION AWARD, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED HEREIN.

ORION ENERGY SYSTEMS, INC.

By: _____

Name: Anthony L. Otten

Title: Chair of the Board

Sally A. Washlow

ORION ENERGY SYSTEMS, INC.
NOTICE OF STOCK OPTION EXERCISE

Your completed form should be sent by mail or email to: _____ Phone: _____ Email: _____
 _____ **Incomplete forms may cause a delay in processing your option exercise.**

PART 1: OPTIONEE INFORMATION Please complete the following. PLEASE WRITE YOUR FULL LEGAL NAME SINCE THIS NAME WILL BE ON YOUR STOCK CERTIFICATE.

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone #: (____) - ____ - ____ Home Phone #: (____) - ____ - ____

Social Security #: ____ - ____ - ____

PART 2: DESCRIPTION OF OPTION(S) BEING EXERCISED Please complete the following for each option that you wish to exercise. For each option listed below, you must exercise at least 100 shares, unless you are exercising the entire remaining portion of an option.

Date of Grant	Type of Option (specify ISO or NQSO)	Exercise Price Per Share	Number of Option Shares Being Purchased	Aggregate Exercise Price (multiply Exercise Price Per Share by number of Option Shares being purchased)
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$

The Total Exercise Price for all of the options being exercised (as listed above) is: \$ _____.

PART 3: METHOD OF PAYMENT OF OPTION EXERCISE PRICE *Please select only one:*

Cash Exercise. I am enclosing a check or money order payable to “Orion Energy Systems, Inc.” for the Total Exercise Price.

Cashless Exercise Through the Company. Please withhold a whole number of shares otherwise deliverable to me upon exercise having a Fair Market Value equal to the Total Exercise Price and issue the net number of shares to me. Any fractional share remaining will be paid to me in cash.

Cashless Exercise Through a Broker-Dealer. I have requested through the broker specified below to (*select only one*):

Sell to Cover. Sell or margin only enough of the option(s) being exercised to cover the Total Exercise Price (and tax withholding, if elected in Part 5), deliver the sale or margin loan proceeds directly to Orion Energy Systems, Inc., and deposit the remaining shares and any residual cash in my brokerage account.

Same-Day-Sale. Sell or margin all of the shares of common stock issuable upon exercise of the option(s), deliver a portion of the sale or margin loan proceeds directly to Orion Energy Systems, Inc. to pay the Total Exercise Price (and tax withholding, if elected in Part 5), and deposit any remaining cash proceeds in my brokerage account.

Sale Price*: _____ Sale Date*: _____

**The sale price and sale date are required in order to execute the cashless exercise.*

Broker-Dealer Name: _____

Contact Person: _____

DWAC – Depository Trust Company (DTC) #: _____

Brokerage Account #: _____

Broker Phone #: (____)-____-____ Broker Fax #: (____)-____-_____

It is your responsibility to contact a broker to open a brokerage account and sell your stock option shares. Orion Energy Systems, Inc. WILL NOT send this form to your broker.

PART 4 CERTIFICATE MAILING INSTRUCTIONS *Do not complete this portion if you elected a cashless exercise through a broker-dealer. (Shares issued pursuant to a cashless exercise through a broker-dealer will be automatically sent to your specified broker.) Also, complete this section only if the certificate for the purchased shares is to be sent to a different address than specified in Part 1.*

The certificate for the purchased shares should be sent to the following address:

Street Address: _____

City: _____ State: _____ Zip Code: _____

PART 5: METHOD OF SATISFYING TAX WITHHOLDING OBLIGATION *Please select only one. You do not need to complete this Part if you are exercising only incentive stock options (ISOs) or if you are a non-employee director.*

Broker Exercise. I have elected to exercise my option(s) through a broker in Part 3. The broker will sell sufficient shares to pay for the tax amount and will remit that amount to Orion Energy Systems, Inc.

Cash. I am enclosing a check or money order payable to "Orion Energy Systems, Inc." for the withholding tax amount.

Withhold Shares. Please withhold a whole number of shares otherwise deliverable to me upon exercise having a Fair Market Value equal to the minimum statutory tax that is required to be withheld. Any fractional share remaining will be paid to me in cash.

PART 6 ACKNOWLEDGEMENTS AND SIGNATURE

1. I understand that all sales of Orion's common stock received upon exercise of this option are subject to compliance with the company's policy on securities trades.
2. I hereby acknowledge that I have read a copy of the prospectus describing this option, and understand the tax consequences of an exercise.
3. I understand that this notice cannot be revoked by me if I have selected a cashless exercise through a broker-dealer. I personally guarantee that the Total Exercise Price and applicable taxes will be paid to Orion Energy Systems, Inc. in full in the event the Company does not receive the full amount from the Broker for any reason.

Signature: _____ Date: _____

* * * * *

To be completed by Corporate Human Resource Department:

Received by: _____

Date received: _____

**ORION ENERGY SYSTEMS, INC.
2016 OMNIBUS INCENTIVE PLAN
STOCK OPTION AWARD**

[EXECUTIVE]
[INSERT ADDRESS]

Dear _____:

You have been granted an option (your "Option") to purchase shares of common stock ("Shares") of Orion Energy Systems, Inc. (the "Company") under the Orion Energy Systems, Inc. 2016 Omnibus Incentive Plan (the "Plan") with the following terms and conditions:

Grant Date: _____

Type of Option: Nonqualified Stock Option

Number of Option Shares: _____

Exercise Price per Share: U.S. \$ _____

Vesting Your Option will vest based on the achievement of the following stock price goals, provided you remain in the Company's employment until the applicable vesting date:

Stock Price Achieved	Portion of Option Shares Vesting
\$ _____	1/3
\$ _____	1/3
\$ _____	1/3

The stock prices above will be deemed achieved, and your Option will vest with respect to the applicable portion of the Option Shares, only if and when the Company determines that the average closing sale price of the Company's common stock over five consecutive trading days during the three (3) calendar years immediately following the Grant Date equals or exceeds the applicable stock price.

Any portion of your Option that is not vested upon the termination of your employment with the Company for any reason or for no reason will immediately terminate upon such termination of employment with the Company.

Termination Date:

Your Option expires at, and cannot be exercised after, the close of business at the Company's headquarters on the earliest to occur of:

- The tenth (10th) anniversary of the Grant Date;
- One year after your termination of employment with the Company as a result of death or disability (within the meaning of Code Section 22(e)(3)); or
- 90 days after your termination of employment with the Company for any other reason.

Your Option's termination date does not affect its vesting date(s), which expire upon your termination of employment with the Company.

If the date this Option terminates as specified above falls on a day on which the stock market is not open for trading or on a date that you are prohibited by Company policy (such as an insider trading policy) from exercising the Option, the termination date shall be automatically extended to the first available trading day following the original termination date, but not beyond the tenth (10th) anniversary of the Grant Date.

Notwithstanding the above, your entire Option is terminated immediately if the Company or an Affiliate terminates your employment for Cause (as defined in your Amended and Restated Executive Employment and Severance Agreement, effective as of June 1, 2020, with the Company), or if your employment is otherwise terminated at a time when it could be terminated for Cause.

Manner of Exercise:

You may exercise your Option only to the extent vested and only if it has not terminated. To exercise your Option, you must complete the "Notice of Stock Option Exercise" form provided by the Company and return it to the address indicated on the form, or complete any online exercise notice procedure required by the Company. The form or online exercise notice will be effective when it is received by the Company, but exercise will not be completed until you pay the total exercise price and all applicable withholding taxes due as a result of the exercise to the Company.

If someone else wants to exercise your Option after your death, that person must contact the Company and prove to the Company's satisfaction that he or she is entitled to do so.

Your ability to exercise your Option may be restricted by the Company if required by applicable law.

Restrictions on Resale:

By accepting your Option, you agree not to sell any Shares acquired under your Option at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale.

Restrictions on Transfer:

During your lifetime, this Option is only exercisable by you. You may not transfer, pledge or assign this Option, by operation of law or otherwise, except pursuant to your will or the laws of descent and distribution. If you attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Option, except as provided above, or in the event this Option is subject to levy or attachment, execution or similar process, the Company may terminate this Option by providing written notice to you.

Compensation Recovery Policy;
Rescission of Exercise; Disgorgement
of Option Gains:

This Option, and any Shares issued pursuant to the exercise of this Option, shall be subject to the Company's Compensation Recovery Policy and any other recoupment or clawback policy that is adopted by, or any recoupment or similar requirement otherwise made applicable by law, regulation or listing standards to, the Company from time to time. If you are terminated for Cause, or if you are not terminated for Cause but the Committee later determines that you could have been terminated for Cause if all facts had been known at that time, or if the Committee determines that, after your termination of employment, you have violated the provisions of any non-competition, non-solicitation, confidentiality or assignment of inventions agreement then in effect, then your Option will terminate immediately on the date of such termination or determination, as applicable, and the Committee may, in its sole and absolute discretion, (i) rescind any notice of exercise submitted by you for which payment or the issuance of Shares has not been completed, in which event any exercise price you have tendered will be promptly returned to you or retained by the Company as an offset as provided below, and/or (ii) notify you in writing within two (2) years after exercise of all or any portion of the Option that any exercise made within the one (1) year period prior to your termination or prior to your breach of any non-competition, non-solicitation, confidentiality or assignment of inventions agreement, is rescinded. Within ten (10) days after receiving such notice from the Company, you shall pay to the Company the amount of any cash payment received, or the value of any other gain realized, as a result of the rescinded exercise. Notwithstanding the foregoing, the Company shall have the right to retain (as an offset against any amounts due

hereunder), the exercise price and withholding amount tendered by you with respect to any rescinded exercise, and the Company shall have the right to offset against any other amounts due from the Company to you the amount owed by you hereunder.

Taxes:

You (and not the Company or any Affiliate) shall be responsible for your federal, state, local or foreign tax liability and any of your other tax consequences that may arise as a result of the transactions contemplated by this Option. You shall rely solely on the determinations of your own tax advisors or your own determinations, and not on any statements or representations by the Company or any of its agents, with regard to all such tax matters. To the extent that the receipt, vesting or exercise of this Option, or other event, results in income to you for federal, state or local income tax purposes, you shall deliver to the Company or its Affiliate at the time the Company or its Affiliate is obligated to withhold taxes in connection with such receipt, vesting, exercise or other event, as the case may be, such amount as the Company or its Affiliate requires to meet its withholding obligation under applicable tax laws or regulations, and if you fail to do so, the Company shall not be obligated to deliver any Shares to you and shall have the right and authority to deduct or withhold from other compensation payable to you an amount sufficient to satisfy its withholding obligations.

To the extent permitted by the Company at the time a tax withholding requirement arises, you may satisfy the withholding requirement in whole or in part, by electing to have the Company withhold for its own account that number of Shares otherwise deliverable to you upon exercise having an aggregate Fair Market Value on the date the tax is to be determined equal to the tax that the Company must withhold in connection with the exercise; provided that the amount so withheld shall not exceed the maximum statutory rate to the extent necessary to avoid an accounting charge. The Fair Market Value of any fractional Share not used to satisfy the withholding obligation (as determined on the date the tax is determined) will be paid to you in cash.

Notice of Transfer:

The Company may, at any time during the twelve months from the date you acquire Shares under your Option, place a stop-transfer order on any Shares issued under your Option requesting the Company's transfer agent to notify the Company of any transfer of the Shares.

Miscellaneous:

- Neither the Plan nor the grant of the Option shall constitute or be evidence of any agreement or understanding, express or implied, that you have a right to continue as an employee of the Company or any of its Affiliates for any period of time, or at any particular rate of compensation, or provide you with any rights as a shareholder of the Company.
- As a condition of the granting of your Option, you agree, for yourself and your legal representatives or guardians, that this Stock Option Award shall be interpreted by the Committee and that any interpretation by the Committee of the terms of this Stock Option Award or the Plan and any determination made by the Committee pursuant to this Stock Option Award or the Plan shall be final, binding and conclusive. This Stock Option Award may be amended as provided by the Plan.
- As a condition of the granting of your Option, you acknowledge and agree that this Stock Option Award and the Plan constitute the entire agreement of the parties with respect to the subject matter of this Stock Option Award. This Stock Option Award and the Plan supersede any and all other agreements or representations, both verbal and written, between the parties to this Stock Option Award with respect to your Option. You represent and warrant that you have no other outstanding options to purchase common stock or any other security of the Company other than your Option or any options previously granted and described in any agreement similar to this Stock Option Award, and you hereby release the Company from any claims and liabilities relating thereto.
- This Stock Option Award may be executed in counterparts.

Your Option is granted under and governed by the terms and conditions of the Plan. Additional provisions regarding your Option and definitions of capitalized terms used and not defined in your Option can be found in the Plan.

[Signatures on next page]

BY SIGNING BELOW AND ACCEPTING THIS STOCK OPTION AWARD, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED HEREIN AND IN THE PLAN. YOU ALSO ACKNOWLEDGE RECEIPT OF THE PLAN.

ORION ENERGY SYSTEMS, INC.

By: _____

Name: Sally A. Washlow

Title: Chief Executive Officer

Grantee

ORION ENERGY SYSTEMS, INC.
NOTICE OF STOCK OPTION EXERCISE

Your completed form should be sent by mail or email to: _____ Phone: _____ Email: _____
 _____ **Incomplete forms may cause a delay in processing your option exercise.**

PART 1: OPTIONEE INFORMATION Please complete the following. PLEASE WRITE YOUR FULL LEGAL NAME SINCE THIS NAME WILL BE ON YOUR STOCK CERTIFICATE.

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone #: (____) - ____ - ____ Home Phone #: (____) - ____ - ____

Social Security #: ____ - ____ - ____

PART 2: DESCRIPTION OF OPTION(S) BEING EXERCISED Please complete the following for each option that you wish to exercise. For each option listed below, you must exercise at least 100 shares, unless you are exercising the entire remaining portion of an option.

Date of Grant	Type of Option (specify ISO or NQSO)	Exercise Price Per Share	Number of Option Shares Being Purchased	Aggregate Exercise Price (multiply Exercise Price Per Share by number of Option Shares being purchased)
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$

The Total Exercise Price for all of the options being exercised (as listed above) is: \$ _____.

PART 3: METHOD OF PAYMENT OF OPTION EXERCISE PRICE *Please select only one:*

Cash Exercise. I am enclosing a check or money order payable to “Orion Energy Systems, Inc.” for the Total Exercise Price.

Cashless Exercise Through the Company. Please withhold a whole number of shares otherwise deliverable to me upon exercise having a Fair Market Value equal to the Total Exercise Price and issue the net number of shares to me. Any fractional share remaining will be paid to me in cash.

Cashless Exercise Through a Broker-Dealer. I have requested through the broker specified below to (*select only one*):

Sell to Cover. Sell or margin only enough of the option(s) being exercised to cover the Total Exercise Price (and tax withholding, if elected in Part 5), deliver the sale or margin loan proceeds directly to Orion Energy Systems, Inc., and deposit the remaining shares and any residual cash in my brokerage account.

Same-Day-Sale. Sell or margin all of the shares of common stock issuable upon exercise of the option(s), deliver a portion of the sale or margin loan proceeds directly to Orion Energy Systems, Inc. to pay the Total Exercise Price (and tax withholding, if elected in Part 5), and deposit any remaining cash proceeds in my brokerage account.

Sale Price*: _____ Sale Date*: _____

**The sale price and sale date are required in order to execute the cashless exercise.*

Broker-Dealer Name: _____

Contact Person: _____

DWAC – Depository Trust Company (DTC) #: _____

Brokerage Account #: _____

Broker Phone #: (____)-____-____ Broker Fax #: (____)-____-_____

It is your responsibility to contact a broker to open a brokerage account and sell your stock option shares. Orion Energy Systems, Inc. WILL NOT send this form to your broker.

PART 4 CERTIFICATE MAILING INSTRUCTIONS *Do not complete this portion if you elected a cashless exercise through a broker-dealer. (Shares issued pursuant to a cashless exercise through a broker-dealer will be automatically sent to your specified broker.) Also, complete this section only if the certificate for the purchased shares is to be sent to a different address than specified in Part 1.*

The certificate for the purchased shares should be sent to the following address:

Street Address: _____

City: _____ State: _____ Zip Code: _____

PART 5: METHOD OF SATISFYING TAX WITHHOLDING OBLIGATION *Please select only one. You do not need to complete this Part if you are exercising only incentive stock options (ISOs) or if you are a non-employee director.*

Broker Exercise. I have elected to exercise my option(s) through a broker in Part 3. The broker will sell sufficient shares to pay for the tax amount and will remit that amount to Orion Energy Systems, Inc.

Cash. I am enclosing a check or money order payable to "Orion Energy Systems, Inc." for the withholding tax amount.

Withhold Shares. Please withhold a whole number of shares otherwise deliverable to me upon exercise having a Fair Market Value equal to the minimum statutory tax that is required to be withheld. Any fractional share remaining will be paid to me in cash.

PART 6 ACKNOWLEDGEMENTS AND SIGNATURE

1. I understand that all sales of Orion's common stock received upon exercise of this option are subject to compliance with the company's policy on securities trades.
2. I hereby acknowledge that I have read a copy of the prospectus describing the Orion Energy Systems, Inc. plan under which the option(s) listed above were issued, and understand the tax consequences of an exercise.
3. I understand that this notice cannot be revoked by me if I have selected a cashless exercise through a broker-dealer. I personally guarantee that the Total Exercise Price and applicable taxes will be paid to Orion Energy Systems, Inc. in full in the event the Company does not receive the full amount from the Broker for any reason.

Signature: _____ Date: _____

To be completed by Corporate Human Resource Department:

Received by: _____

Date received: _____

**ORION ENERGY SYSTEMS, INC.
STOCK OPTION AWARD**

[INSERT ADDRESS]

Dear _____:

You have been granted an option (your "Option") to purchase shares of common stock ("Shares") of Orion Energy Systems, Inc. (the "Company") with the following terms and conditions:

Grant Date: _____, 2025

Type of Option: Nonqualified Stock Option

Number of Option Shares: _____

Exercise Price per Share: U.S. \$ _____

Vesting: Your Option will vest based on the achievement of the following stock price goals, provided you remain in the Company's employment until the applicable vesting date:

Stock Price Achieved	Portion of Option Shares Vesting
\$ _____	1/3
\$ _____	1/3
\$ _____	1/3

The stock prices above will be deemed achieved, and your Option will vest with respect to the applicable portion of the Option Shares, only if and when the Company determines that the average closing sale price of the Company's common stock over five consecutive trading days during the three (3) calendar years immediately following the Grant Date equals or exceeds the applicable stock price.

Any portion of your Option that is not vested upon the termination of your employment with the Company for any reason or for no reason will immediately terminate upon such termination of employment with the Company.

Termination Date:

Your Option expires at, and cannot be exercised after, the close of business at the Company's headquarters on the earliest to occur of:

- The tenth (10th) anniversary of the Grant Date;
- One year after your termination of employment with the Company as a result of death or disability (within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the "Code")); or
- 90 days after your termination of employment with the Company for any other reason.

Your Option's termination date does not affect its vesting date(s), which expire upon your termination of employment with the Company.

If the date this Option terminates as specified above falls on a day on which the stock market is not open for trading or on a date that you are prohibited by Company policy (such as an insider trading policy) from exercising the Option, the termination date shall be automatically extended to the first available trading day following the original termination date, but not beyond the tenth (10th) anniversary of the Grant Date.

Notwithstanding the above, your entire Option is terminated immediately if the Company or an affiliate (an "Affiliate") terminates your employment for Cause (as defined below), or if your employment is otherwise terminated at a time when it could be terminated for Cause. For purposes of this Option, "Cause" means a good faith finding by the Company that you have (i) failed, neglected, or refused to perform your employment duties from time to time assigned to you (other than due to death or disability); (ii) committed any willful, intentional, or grossly negligent act having the effect of injuring the interest, business, or reputation of the Company; (iii) violated or failed to comply in any material respect with the Company's published rules, regulations, or policies, as in effect or amended from time to time; (iv) committed an act constituting a felony or misdemeanor involving moral turpitude, fraud, theft, or dishonesty; (v) misappropriated or embezzled any property of the Company (whether or not such act constitutes a felony or misdemeanor); or (vi) breached any material provision of this Option or any other

applicable confidentiality, non-compete, non-solicit, general release, covenant not-to-sue, equity award agreement, or other agreement with the Company.

Manner of Exercise:

You may exercise your Option only to the extent vested and only if it has not terminated. To exercise your Option, you must complete the “Notice of Stock Option Exercise” form provided by the Company and return it to the address indicated on the form, or complete any online exercise notice procedure required by the Company. The form or online exercise notice will be effective when it is received by the Company, but exercise will not be completed until you pay the total exercise price and all applicable withholding taxes due as a result of the exercise to the Company.

If someone else wants to exercise your Option after your death, that person must contact the Company and prove to the Company’s satisfaction that he or she is entitled to do so.

Your ability to exercise your Option may be restricted by the Company if required by applicable law.

Restrictions on Resale:

By accepting your Option, you agree not to sell any Shares acquired under your Option at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale.

Restrictions on Transfer:

During your lifetime, this Option is only exercisable by you. You may not transfer, pledge or assign this Option, by operation of law or otherwise, except pursuant to your will or the laws of descent and distribution. If you attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Option, except as provided above, or in the event this Option is subject to levy or attachment, execution or similar process, the Company may terminate this Option by providing written notice to you.

Compensation Recovery Policy; Rescission of Exercise; Disgorgement of Option Gains:

This Option, and any Shares issued pursuant to the exercise of this Option, shall be subject to the Company’s Compensation Recovery Policy and any other recoupment or clawback policy that is adopted by, or any recoupment or similar requirement otherwise made applicable by law, regulation or listing standards to, the Company from time to time. If you are terminated for Cause, or if you are not

terminated for Cause but the Human Capital Management and Compensation Committee (the "Committee") of the Company's Board of Directors (the "Board") later determines that you could have been terminated for Cause if all facts had been known at that time, or if the Committee determines that, after your termination of employment, you have violated the provisions of any non-competition, non-solicitation, confidentiality or assignment of inventions agreement then in effect, then your Option will terminate immediately on the date of such termination or determination, as applicable, and the Committee may, in its sole and absolute discretion, (i) rescind any notice of exercise submitted by you for which payment or the issuance of Shares has not been completed, in which event any exercise price you have tendered will be promptly returned to you or retained by the Company as an offset as provided below, and/or (ii) notify you in writing within two (2) years after exercise of all or any portion of the Option that any exercise made within the one (1) year period prior to your termination or prior to your breach of any non-competition, non-solicitation, confidentiality or assignment of inventions agreement, is rescinded. Within ten (10) days after receiving such notice from the Company, you shall pay to the Company the amount of any cash payment received, or the value of any other gain realized, as a result of the rescinded exercise. Notwithstanding the foregoing, the Company shall have the right to retain (as an offset against any amounts due hereunder), the exercise price and withholding amount tendered by you with respect to any rescinded exercise, and the Company shall have the right to offset against any other amounts due from the Company to you the amount owed by you hereunder.

Taxes:

You (and not the Company or any Affiliate) shall be responsible for your federal, state, local or foreign tax liability and any of your other tax consequences that may arise as a result of the transactions contemplated by this Option. You shall rely solely on the determinations of your own tax advisors or your own determinations, and not on any statements or representations by the Company or any of its agents, with regard to all such tax matters. To the extent that the receipt, vesting or exercise of this Option, or other event, results in income to you for federal, state or local income tax purposes, you shall deliver to the Company or its Affiliate at the time the Company or its

Affiliate is obligated to withhold taxes in connection with such receipt, vesting, exercise or other event, as the case may be, such amount as the Company or its Affiliate requires to meet its withholding obligation under applicable tax laws or regulations, and if you fail to do so, the Company shall not be obligated to deliver any Shares to you and shall have the right and authority to deduct or withhold from other compensation payable to you an amount sufficient to satisfy its withholding obligations.

To the extent permitted by the Company at the time a tax withholding requirement arises, you may satisfy the withholding requirement in whole or in part, by electing to have the Company withhold for its own account that number of Shares otherwise deliverable to you upon exercise having an aggregate Fair Market Value (as defined below) on the date the tax is to be determined equal to the tax that the Company must withhold in connection with the exercise; provided that the amount so withheld shall not exceed the maximum statutory rate to the extent necessary to avoid an accounting charge. "Fair Market Value" means, unless otherwise determined by the Committee, per Share on a particular date, (i) if the Shares are listed on a national securities exchange, the last sales price on that date on the national securities exchange on which the Shares are then traded, as reported in The Wall Street Journal, or if no sales of Shares occur on such date, then on the last preceding date on which there was a sale on such exchange; or (ii) if the Shares are not listed on a national securities exchange, but are traded in an over-the-counter market, the last sales price (or, if there is no last sales price reported, the average of the closing bid and asked prices) for the Shares on that date, or on the last preceding date on which there was a sale of Shares on that market; or (iii) if the Shares are neither listed on a national securities exchange nor traded in an over-the-counter market, the price determined by the Committee, in its discretion. The Fair Market Value of any fractional Share not used to satisfy the withholding obligation (as determined on the date the tax is determined) will be paid to you in cash.

Notwithstanding any provisions of this Stock Option Award to the contrary, the Company does not guarantee to you or any other person with an interest in this Stock Option Award that this Option will be exempt from Code Section 409A or otherwise receive a specific tax treatment

under any other applicable tax law, nor in any such case will the Company or any Affiliate be required to indemnify, defend or hold harmless any individual with respect to the tax consequences of this Stock Option Award.

Notice of Transfer:

The Company may, at any time during the twelve months from the date you acquire Shares under your Option, place a stop-transfer order on any Shares issued under your Option requesting the Company's transfer agent to notify the Company of any transfer of the Shares.

Adjustment and Change of Control Provisions:

If (i) the Company shall at any time be involved in a merger or other transaction in which the Shares are changed or exchanged; (ii) the Company shall subdivide or combine the Shares or the Company shall declare a dividend payable in Shares, other securities (other than stock purchase rights issued pursuant to a shareholder rights agreement) or other property; (iii) the Company shall effect a cash dividend the amount of which, on a per Share basis, exceeds ten percent (10%) of the Fair Market Value of a Share at the time the dividend is declared, or the Company shall effect any other dividend or other distribution on the Shares in the form of cash, or a repurchase of Shares, that the Board determines by resolution is special or extraordinary in nature or that is in connection with a transaction that the Company characterizes publicly as a recapitalization or reorganization involving the Shares; or (iv) any other event shall occur, which, in the case of this clause (iv), in the judgment of the Committee necessitates an adjustment to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Stock Option Award, then the Committee shall, in such manner as it may deem equitable to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Stock Option Award, adjust any or all of: (A) the number and type of Shares subject to this Stock Option Award; (B) the exercise price with respect to this Stock Option Award; and (C) the performance goals applicable to this Stock Option Award. In any such case, the Committee may also (or in lieu of the foregoing) make provision for a cash payment in exchange for the cancellation of all or a portion of this Stock Option Award (without your consent) in an amount determined by the Committee effective at such time as the Committee specifies (which may be the time such transaction or event is effective). However, the number of Shares subject to this

Stock Option Award must always be a whole number. In any event, this Stock Option Award is subject to only such adjustments as are necessary to maintain the relative proportionate interest this Stock Option Award represented immediately prior to any such event and to preserve, without exceeding, the value of this Stock Option Award.

Without limitation, in the event of any reorganization, merger, consolidation, combination or other similar corporate transaction or event, whether or not constituting a Change of Control (as defined below) (other than any such transaction in which the Company is the continuing corporation and in which the outstanding Shares are not being converted into or exchanged for different securities, cash or other property, or any combination thereof), the Committee may substitute, on an equitable basis as the Committee determines, for each Share then subject to this Stock Option Award, the number and kind of shares of stock, other securities, cash or other property to which holders of Shares are or will be entitled in respect of each Share pursuant to the transaction. A "Change of Control" shall have the meaning given in the Company's 2016 Omnibus Incentive Plan.

Notwithstanding the foregoing, in the case of a stock dividend (other than a stock dividend declared in lieu of an ordinary cash dividend) or subdivision or combination of the Shares (including a reverse stock split), if no action is taken by the Committee, adjustments contemplated by this subsection that are proportionate shall nevertheless automatically be made as of the date of such stock dividend or subdivision or combination of the Shares.

Notwithstanding any other provision of this Stock Option Award, in connection with any merger, consolidation, acquisition of property or stock, or reorganization, the Committee may authorize the issuance or assumption of this Stock Option Award upon such terms and conditions as it may deem appropriate.

In order to preserve your rights under this Stock Option Award in the event of a Change of Control, the Committee in its discretion may take one or more of the following actions at any time: (a) provide for the acceleration of any time period, or the deemed achievement of any performance goals, relating to the exercise or realization of

this Stock Option Award; (b) provide for the purchase of this Stock Option Award for an amount of cash or other property that could have been received upon the exercise or realization of this Stock Option Award had this Stock Option Award been currently exercisable or payable (or the cancellation of this Stock Option Award in exchange for no payment to the extent that no cash or other property would be received upon the exercise or realization of this Stock Option Award in such circumstances); (c) adjust the terms of this Stock Option Award in the manner determined by the Committee to reflect the Change of Control; (d) cause this Stock Option Award to be assumed, or new right substituted therefor, by another entity; or (e) make such other provision as the Committee may consider equitable and in the best interests of the Company.

Except as otherwise expressly provided in any agreement between you and the Company or an Affiliate, if the receipt of any payment by you under the circumstances described above would result in the payment by you of any excise tax provided for in Section 280G and Section 4999 of the Code, then the amount of such payment shall be reduced to the extent required to prevent the imposition of such excise tax.

Notwithstanding anything contained in this section, the Board may, in its sole and absolute discretion, amend, modify or rescind the provisions of this section if it determines that the operation of this section may prevent a transaction in which the Company or any Affiliate is a party from receiving desired tax treatment, including without limitation requiring that you receive a replacement or substitute Stock Option Award issued by the surviving or acquiring corporation.

Miscellaneous:

- The grant of the Option shall not constitute or be evidence of any agreement or understanding, express or implied, that you have a right to continue as an employee of the Company or any of its Affiliates for any period of time, or at any particular rate of compensation, or provide you with any rights as a shareholder of the Company.
- As a condition of the granting of your Option, you agree, for yourself and your legal representatives or guardians, that this Stock Option Award shall be interpreted by the Committee and that any

interpretation by the Committee of the terms of this Stock Option Award and any determination made by the Committee pursuant to this Stock Option Award shall be final, binding and conclusive. The Committee may modify, amend or cancel this Stock Option Award, or waive any restrictions or conditions applicable to this Stock Option Award or the exercise of your Option; provided that, except as otherwise provided herein, any modification or amendment that materially diminishes your rights, or the cancellation of this Stock Option Award, shall be effective only if agreed to by you, but the Committee need not obtain your (or other interested party's) consent for the modification, amendment or cancellation of this Stock Option Award pursuant to the provision below relating to certain conduct or the "Adjustment and Change of Control Provisions" of this Stock Option Award or as follows: (A) to the extent the Committee deems such action necessary to comply with any applicable law or the listing requirements of any principal securities exchange or market on which the Shares are then traded; (B) to the extent the Committee deems necessary to preserve favorable accounting or tax treatment of this Stock Option Award for the Company; or (C) to the extent the Committee determines that such action does not materially and adversely affect the value of this Stock Option Award or that such action is in your best interest (or any other person(s) as may then have an interest in this Stock Option Award). Notwithstanding anything to the contrary herein, the Committee shall have full power and authority to terminate or cause you to forfeit this Stock Option Award, and require you to disgorge to the Company any gains attributable to this Stock Option Award, if you engage in any action constituting, as determined by the Committee in its discretion, Cause for termination, or a breach of this Stock Option Award or any other agreement between you and the Company or an Affiliate concerning noncompetition, nonsolicitation, confidentiality, trade secrets, intellectual property, nondisparagement or similar obligations.

- As a condition of the granting of your Option, you acknowledge and agree that this Stock Option Award constitutes the entire agreement of the parties with respect to the subject matter of this Stock Option

Award. This Stock Option Award supersedes any and all other agreements or representations, both verbal and written, between the parties to this Stock Option Award with respect to your Option. You represent and warrant that you have no other outstanding options to purchase common stock or any other security of the Company other than your Option or any options previously granted and described in any agreement similar to this Stock Option Award, and you hereby release the Company from any claims and liabilities relating thereto.

- This Stock Option Award may be executed in counterparts.

[Signatures on next page]

BY SIGNING BELOW AND ACCEPTING THIS STOCK OPTION AWARD, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED HEREIN.

ORION ENERGY SYSTEMS, INC.

By: _____

Name: J. Per Brodin

Title: Chief Financial Officer

Grantee

ORION ENERGY SYSTEMS, INC.
NOTICE OF STOCK OPTION EXERCISE

Your completed form should be sent by mail or email to: _____ Phone: _____ Email: _____
 _____ **Incomplete forms may cause a delay in processing your option exercise.**

PART 1: OPTIONEE INFORMATION Please complete the following. PLEASE WRITE YOUR FULL LEGAL NAME SINCE THIS NAME WILL BE ON YOUR STOCK CERTIFICATE.

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone #: (____) - ____ - ____ Home Phone #: (____) - ____ - ____

Social Security #: ____ - ____ - ____

PART 2: DESCRIPTION OF OPTION(S) BEING EXERCISED Please complete the following for each option that you wish to exercise. For each option listed below, you must exercise at least 100 shares, unless you are exercising the entire remaining portion of an option.

Date of Grant	Type of Option (specify ISO or NQSO)	Exercise Price Per Share	Number of Option Shares Being Purchased	Aggregate Exercise Price (multiply Exercise Price Per Share by number of Option Shares being purchased)
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$

The Total Exercise Price for all of the options being exercised (as listed above) is: \$ _____.

PART 3: METHOD OF PAYMENT OF OPTION EXERCISE PRICE *Please select only one:*

Cash Exercise. I am enclosing a check or money order payable to “Orion Energy Systems, Inc.” for the Total Exercise Price.

Cashless Exercise Through the Company. Please withhold a whole number of shares otherwise deliverable to me upon exercise having a Fair Market Value equal to the Total Exercise Price and issue the net number of shares to me. Any fractional share remaining will be paid to me in cash.

Cashless Exercise Through a Broker-Dealer. I have requested through the broker specified below to (*select only one*):

Sell to Cover. Sell or margin only enough of the option(s) being exercised to cover the Total Exercise Price (and tax withholding, if elected in Part 5), deliver the sale or margin loan proceeds directly to Orion Energy Systems, Inc., and deposit the remaining shares and any residual cash in my brokerage account.

Same-Day-Sale. Sell or margin all of the shares of common stock issuable upon exercise of the option(s), deliver a portion of the sale or margin loan proceeds directly to Orion Energy Systems, Inc. to pay the Total Exercise Price (and tax withholding, if elected in Part 5), and deposit any remaining cash proceeds in my brokerage account.

Sale Price*: _____ Sale Date*: _____

**The sale price and sale date are required in order to execute the cashless exercise.*

Broker-Dealer Name: _____

Contact Person: _____

DWAC – Depository Trust Company (DTC) #: _____

Brokerage Account #: _____

Broker Phone #: (____)-____-____ Broker Fax #: (____)-____-_____

It is your responsibility to contact a broker to open a brokerage account and sell your stock option shares. Orion Energy Systems, Inc. WILL NOT send this form to your broker.

PART 4 CERTIFICATE MAILING INSTRUCTIONS *Do not complete this portion if you elected a cashless exercise through a broker-dealer. (Shares issued pursuant to a cashless exercise through a broker-dealer will be automatically sent to your specified broker.) Also, complete this section only if the certificate for the purchased shares is to be sent to a different address than specified in Part 1.*

The certificate for the purchased shares should be sent to the following address:

Street Address: _____

City: _____ State: _____ Zip Code: _____

PART 5: METHOD OF SATISFYING TAX WITHHOLDING OBLIGATION *Please select only one. You do not need to complete this Part if you are exercising only incentive stock options (ISOs) or if you are a non-employee director.*

Broker Exercise. I have elected to exercise my option(s) through a broker in Part 3. The broker will sell sufficient shares to pay for the tax amount and will remit that amount to Orion Energy Systems, Inc.

Cash. I am enclosing a check or money order payable to "Orion Energy Systems, Inc." for the withholding tax amount.

Withhold Shares. Please withhold a whole number of shares otherwise deliverable to me upon exercise having a Fair Market Value equal to the minimum statutory tax that is required to be withheld. Any fractional share remaining will be paid to me in cash.

PART 6 ACKNOWLEDGEMENTS AND SIGNATURE

1. I understand that all sales of Orion's common stock received upon exercise of this option are subject to compliance with the company's policy on securities trades.
2. I hereby acknowledge that I have read a copy of the prospectus describing this option, and understand the tax consequences of an exercise.
3. I understand that this notice cannot be revoked by me if I have selected a cashless exercise through a broker-dealer. I personally guarantee that the Total Exercise Price and applicable taxes will be paid to Orion Energy Systems, Inc. in full in the event the Company does not receive the full amount from the Broker for any reason.

Signature: _____ Date: _____

* * * * *

To be completed by Corporate Human Resource Department:

Received by: _____

Date received: _____

Grantee: _____
Grant Date: _____
No. of Restricted Shares: _____

ORION ENERGY SYSTEMS, INC.
RESTRICTED STOCK AWARD AGREEMENT

THIS AGREEMENT (this “Agreement”) is made and entered into as of the Grant Date specified above (the “Grant Date”) by and between Orion Energy Systems, Inc., a Wisconsin corporation (the “Company”), and the Grantee specified above (“Grantee”).

RECITALS

WHEREAS, the Company has selected Grantee to receive an award of restricted common stock of the Company (this “Restricted Stock Award”); and

WHEREAS, as a condition to the receipt by Grantee of this Restricted Stock Award, Grantee reaffirms and agrees to be bound by the confidentiality, inventions, non-solicitation and non-competition provisions set forth in prior agreements between the Grantee and the Company, which are incorporated by reference herein, in consideration for receipt of the Restricted Stock Award pursuant hereto, continued employment, and other good and valuable consideration.

AGREEMENT

NOW, THEREFORE, IT IS AGREED, by and between the Company and Grantee, as follows:

1. Award of Restricted Stock

1.1 Effective as of the Grant Date, the Company hereby grants to Grantee an award of the number of shares of restricted common stock of the Company specified above (“Restricted Stock”), subject to, and in accordance with, the restrictions, terms and conditions set forth in this Agreement.

1.2 This Restricted Stock Award is conditioned upon Grantee’s acceptance of the terms of this Agreement and any other agreement incorporated herein, as evidenced by Grantee’s execution of this Agreement or by Grantee’s electronic acceptance of this Agreement in a manner and during the time period allowed by the Company. If the terms of this Agreement are not timely accepted by execution or by such electronic means, this Restricted Stock Award may be cancelled by the Company.

2. Restrictions

2.1 Subject to the terms of this Agreement, if the Grantee remains employed by the Company as of the applicable vesting date, the Restricted Stock shall vest one-third (1/3) per year on each of the first three (3) anniversaries of the Grant Date set forth herein. For purposes of this

Agreement, employment with a subsidiary of the Company or service as a member of the Board of Directors of the Company (the “Board”) shall be considered employment with the Company.

2.2 Subject to vesting in accordance with Section 2.1 and the terms of this Agreement, Grantee shall own the vested Restricted Stock free and clear of all restrictions imposed by this Agreement. The Company shall transfer the vested Restricted Stock (less any applicable withholding pursuant to Section 5) to an unrestricted account in the name of the Grantee as soon as practical after each applicable anniversary of the Grant Date on which the Grantee remains employed by the Company.

2.3 In the event, prior to vesting, (i) Grantee dies while actively employed by the Company, or (ii) Grantee has his or her employment terminated by reason of disability (within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the “Code”)) (“Disability”), any Restricted Stock shall become fully vested and nonforfeitable as of the date of Grantee’s death or Disability. The Company shall transfer the Restricted Stock, free and clear of any restrictions imposed by this Agreement to Grantee (or, in the event of death, his or her surviving spouse or, if none, to his or her estate) as soon as practical after his or her date of death or termination for Disability.

2.4 In exchange for receipt of consideration in the form of this Restricted Stock Award, continued employment, and other good and valuable consideration, Grantee reaffirms and agrees to be bound by the confidentiality, inventions, non-solicitation and non-competition provisions set forth in prior agreements between the Grantee and the Company.

2.5 Except for death or Disability as provided in Section 2.3, or except as otherwise provided in a severance agreement with Grantee, if Grantee terminates his or her employment or if the Company terminates Grantee’s employment prior to vesting, the Restricted Stock shall cease to vest further, all of the unvested Restricted Stock shall be immediately forfeited and cancelled, and Grantee shall only be entitled to the Restricted Stock that has vested as of his or her date of termination.

2.6 In the event of a Change of Control (as defined below) prior to vesting, all otherwise unvested Restricted Stock shall become fully vested and nonforfeitable as of the date of the Change of Control. A “Change of Control” shall have the meaning given in the Company’s 2016 Omnibus Incentive Plan (the “Plan”). Notwithstanding the foregoing, if the accelerated vesting contemplated by this Section 2.6 would result in the payment by Grantee of any excise tax provided for in Section 280G and Section 4999 of the Code, then the vesting shall not be accelerated to the extent required to prevent the imposition of such excise tax. The Company shall transfer the Restricted Stock that vests pursuant to this Section 2.6 to Grantee as soon as practical after the date of the Change of Control in accordance with Section 2.2.

2.7 The Restricted Stock may not be sold, assigned, transferred, pledged, or otherwise encumbered prior to the date Grantee becomes vested in the Restricted Stock, and any such attempted sale, assignment, transfer, pledge or other encumbrance shall be null and void. In addition, Grantee shall not sell any shares acquired under this Agreement except as would have been permitted by the terms of the Plan had this Restricted Stock Award been granted under the Plan and at a time when applicable laws, Company policies and any agreement between the Company and its underwriters do not prohibit a sale.

3. **Stock; Dividends; Voting**

3.1 The Restricted Stock shall be registered in the name of Grantee as of the respective Grant Date for such shares of Restricted Stock. The Company may evidence the registration of the Restricted Stock in such manner as the Administrator may deem appropriate, including by issuing stock certificates or using a restricted book entry account with the Company's transfer agent. Physical possession or custody of any stock certificates that are issued shall be retained by the Company until such time as the Restricted Stock is vested in accordance with Section 2. The Company reserves the right to place a legend on such stock certificate(s), or an appropriate stop-transfer order in the case of book-entry registration, restricting the transferability of the Restricted Stock and referring to the terms and conditions (including forfeiture) of this Agreement.

3.2 During the period the Restricted Stock is not vested, the Grantee shall not be entitled to receive any dividends or similar distributions declared on such unvested Restricted Stock and Grantee shall not be entitled to vote any such unvested Restricted Stock.

3.3 If (i) the Company shall at any time be involved in a merger or other transaction in which shares of the Company's common stock ("Shares") are changed or exchanged; (ii) the Company shall subdivide or combine the Shares or the Company shall declare a dividend payable in Shares, other securities (other than stock purchase rights issued pursuant to a shareholder rights agreement) or other property; (iii) the Company shall effect a cash dividend the amount of which, on a per Share basis, exceeds ten percent (10%) of the fair market value of a Share at the time the dividend is declared, or the Company shall effect any other dividend or other distribution on the Shares in the form of cash, or a repurchase of Shares, that the Board determines by resolution is special or extraordinary in nature or that is in connection with a transaction that the Company characterizes publicly as a recapitalization or reorganization involving the Shares; or (iv) any other event shall occur, which, in the case of this clause (iv), in the judgment of the Human Capital Management and Compensation Committee of the Board (the "Committee") necessitates an adjustment to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Restricted Stock Award, then the Committee shall, in such manner as it may deem equitable to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Restricted Stock Award, adjust the number and type of shares subject to this Restricted Stock Award. In any such case, the Committee may also (or in lieu of the foregoing) make provision for a cash payment in exchange for the cancellation of all or a portion of this Restricted Stock Award (without the Grantee's consent) in an amount determined by the Committee effective at such time as the Committee specifies (which may be the time such transaction or event is effective). However, the number of Shares subject to this Restricted Stock Award must always be a whole number. In any event, this Restricted Stock Award is subject to only such adjustments as are necessary to maintain the relative proportionate interest this Restricted Stock Award represented immediately prior to any such event and to preserve, without exceeding, the value of this Restricted Stock Award. Without limitation, in the event of any reorganization, merger, consolidation, combination or other similar corporate transaction or event, whether or not constituting a Change of Control (other than any such transaction in which the Company is the continuing corporation and in which the outstanding Shares are not being converted into or exchanged for different securities, cash or other property, or any combination thereof), the Committee may substitute, on an equitable basis as the Committee determines, for each Share then subject to this Restricted Stock Award, the number and kind of shares of stock,

other securities, cash or other property to which holders of Shares are or will be entitled in respect of each Share pursuant to the transaction.

4. No Right to Continued Employment or Additional Grants

Nothing in this Agreement shall be interpreted or construed to confer upon Grantee any right with respect to continuance of employment by the Company or a Subsidiary, nor shall this Agreement interfere in any way with the right of the Company or a Subsidiary to terminate Grantee's employment at any time or for any reason. Grantee shall not be entitled to any additional awards.

5. Taxes and Withholding

Grantee shall be responsible for all federal, state, local and foreign taxes payable with respect to this Restricted Stock and dividends or other distributions paid on such Restricted Stock. Grantee shall have the right to make such elections under the Code as are available in connection with this Restricted Stock Award. Grantee shall rely solely on the determinations of Grantee's own tax advisors or his or her own determinations and not on any statements or representations by the Company or any of its agents with regard to all such tax matters. Grantee acknowledges that it is his or her sole responsibility, and not the Company's, to make any filings required to make any such elections under the Code, even if Grantee requests that the Company or its representatives make the filings on his or her behalf. Grantee agrees to report the value of the Restricted Stock in a manner consistent with the Company's reporting for income tax purposes. The Company shall have the right to retain and withhold from any payment or vesting of Restricted Stock or cash the amount of taxes required by any government to be withheld or otherwise deducted and paid with respect to such payment or vesting. At its discretion, the Company may require Grantee to reimburse the Company for, or make other arrangements satisfactory to the Company regarding the payment to the Company of, any such taxes required to be withheld and may withhold any distribution or vesting in whole or in part until the Company is so reimbursed or paid. In lieu thereof, the Company shall have the right to withhold from any other cash amounts due to Grantee an amount equal to such taxes required to be withheld or withhold and cancel (in whole or in part) a number of shares of Restricted Stock having a market value not less than the amount of such taxes; provided that the amount to be withheld may not exceed the total maximum statutory tax rates associated with the transaction to the extent needed for the Company and its affiliates to avoid an accounting charge. If an election is provided, the election must be made on or before the date as of which the amount of tax to be withheld is determined and otherwise as the Company requires. Notwithstanding any provisions of this Agreement to the contrary, the Company does not guarantee to Grantee or any other person with an interest in the Restricted Stock Award that the Restricted Stock Award shall receive any specific tax treatment under any applicable tax law, nor in any case will the Company or any affiliate be required to indemnify, defend or hold harmless any individual with respect to the tax consequences of the Restricted Stock Award.

6. Restrictive Covenants

Grantee hereby acknowledges and agrees to comply with and bound by all of the restrictive covenants set forth in Exhibit A.

7. Other Requirements and Limitations

Income recognized by Grantee pursuant to this Restricted Stock Award shall not be included in the determination of benefits under any employee pension benefit plan (as such term is defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended) or group insurance or other benefit plans applicable to Grantee that are maintained by the Company or any affiliate, except as may be provided under the terms of such plans or determined by resolution of the Board. The issuance of Shares in connection with this Restricted Stock Award is subject to all applicable laws, rules and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required. Notwithstanding any other provision of this Restricted Stock Award, the Company has no liability to deliver any Shares or make any payment unless such delivery or payment would comply with all applicable laws and the applicable requirements of any securities exchange or similar entity, and unless and until Grantee has taken all actions required by the Company in connection therewith. The Company may impose such restrictions on any Shares issued under this Restricted Stock Award as the Company determines necessary or desirable to comply with all applicable laws, rules and regulations or the requirements of any national securities exchanges.

8. Modification of Agreement; Certain Powers and Authority; Recoupment or Clawback Policy

8.1 The Committee may modify, amend or cancel this Restricted Stock Award, or waive any restrictions or conditions applicable to this Restricted Stock Award; provided that, except as otherwise provided in this Agreement, any modification or amendment that materially diminishes the rights of Grantee, or the cancellation of this Restricted Stock Award, shall be effective only if agreed to by Grantee or any other person(s) as may then have an interest in this Restricted Stock Award, but the Committee need not obtain Grantee (or other interested party) consent for the modification, amendment or cancellation of this Restricted Stock Award as follows: (A) to the extent the Committee deems such action necessary to comply with any applicable law or the listing requirements of any principal securities exchange or market on which the Shares are then traded; (B) to the extent the Committee deems necessary to preserve favorable accounting or tax treatment of this Restricted Stock Award for the Company; or (C) to the extent the Committee determines that such action does not materially and adversely affect the value of this Restricted Stock Award or that such action is in the best interest of the Grantee (or any other person(s) as may then have an interest in this Restricted Stock Award).

8.2 Notwithstanding anything to the contrary in this Agreement, the Committee shall have full power and authority to terminate or cause Grantee to forfeit this Restricted Stock Award, and require Grantee to disgorge to the Company any gains attributable to this Restricted Stock Award, if Grantee engages in any action constituting, as determined by the Committee in its discretion, Cause for termination, or a breach of this Agreement or any other agreement between Grantee and the Company or an affiliate concerning noncompetition, nonsolicitation, confidentiality, trade secrets, intellectual property, nondisparagement or similar obligations.

8.3 This Restricted Stock Award, and any Shares issued pursuant to this Restricted Stock Award, shall be subject to any recoupment or clawback policy that is adopted by, or any recoupment or similar requirement otherwise made applicable by law, regulation or listing standards to, the Company from time to time.

9. **Severability**

Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

10. **Governing Law**

The validity, interpretation, construction, and performance of this Agreement and agreements incorporated by reference herein shall be governed by the laws of the State of Wisconsin without giving effect to the conflicts of laws principles thereof.

11. **Successors in Interest**

This Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns, whether by merger, consolidation, reorganization, sale of assets, or otherwise. This Agreement shall inure to the benefit of Grantee's legal representatives. All obligations imposed upon Grantee and all rights granted to the Company under this Agreement shall be final, binding, and conclusive upon Grantee's heirs, executors, administrators, legal representatives, guardians and successors.

12. **Resolution of Disputes**

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to the interpretation, construction, or application of this Agreement shall be determined by the Administrator in its absolute discretion. Any determination made hereunder shall be final, binding, and conclusive on Grantee and the Company for all purposes.

13. **Pronouns; Including**

Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural. Wherever used in this Agreement, the term "including" means "including, without limitation."

[Remainder of page intentionally left blank, signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Grant Date first above written.

ORION ENERGY SYSTEMS, INC.

By: J. Per Brodin

Grantee

Title: Chief Financial Officer

Exhibit A

Restrictive Covenants

A. **Confidential Information.** During the employment or service period and thereafter, Grantee will not disclose any Proprietary Information (as defined below) or use any Proprietary Information in any manner adverse to the best interests of Company. All information, data, documents, agreements, files, and other materials that have been or will be furnished directly or indirectly by Company or any of its representatives to Grantee, including, without limitation, trade secrets, software programs, intellectual property, data files, source code, computer chips, system designs and product designs, whether or not marked as confidential, whether furnished prior to, on or after the Grant Date, whether oral, written or electronic, and regardless of the manner in which it was or is furnished, together with any notes, reports, summaries, analyses, compilations, forecasts, studies, interpretations, memoranda or other materials prepared by Company or any of its representatives that contain, reference, reflect or are based upon, in whole or in part, any information, documents, agreements, files, and other materials so furnished to Grantee is referred to herein as "Proprietary Information". Proprietary Information does not include, however, information that (i) was, is or becomes available to Grantee on a non-confidential basis from a source other than Company or any of its representatives; *provided* that such other source is not known by Grantee, after reasonable inquiry, to be bound by a confidentiality obligation to Company; (ii) was, is or becomes generally available to or known by the public (other than as a result of a breach by Grantee of this Agreement); (iii) was previously in the possession of Grantee; *provided* that such information is not known by Grantee, after reasonable inquiry, to be subject to another confidentiality agreement or other obligation of secrecy to Company; or (iv) was independently developed by Grantee without use of the Proprietary Information and without violating any of his obligations under this Agreement or previously as a member of the Board. To the extent that any Proprietary Information may include materials subject to the attorney client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, Grantee agrees that the parties have a commonality of interest with respect to such matters, and it is the mutual desire, intention and understanding of the parties that the sharing of such materials was or is not intended to, and shall not, waive or diminish in any way the confidentiality of such materials or their continued protection under the attorney client privilege, work product doctrine or other applicable privilege. Accordingly, and in furtherance of the foregoing, the parties agree not to claim or contend that either party hereto has waived any attorney client privilege, work product doctrine or any other similar and applicable privilege by providing information pursuant to this Agreement.

B. **No Solicitation of Employees.** Grantee agrees that, without the prior written consent of Company, Grantee will not, during the employment or service period and for a period of one year from the end of the employment or service period, directly or indirectly, solicit the services of or employ, as employee, Grantee or otherwise any member of Company's management; *provided, however,* that the foregoing shall not preclude (i) the hiring of any Company management employees who apply for employment on their own initiative without direct or indirect inducement or encouragement by consultant; (ii) the solicitation (or employment as a result of the solicitation) of any Company management employees whose employment has been terminated by Company for at least six months at the time of any such solicitation; or (iii) the solicitation (or employment as a result of the solicitation) of any Company management employees

through (a) public advertisements or general solicitations that are not specifically targeted at such person(s); or (b) recruiting or search firms not targeting the Company's management employees.

C. Other Agreements. Grantee understands and agrees that this Agreement does not and shall not supersede any obligations pertaining to any non-compete, non-solicitation, and confidentiality agreements that Grantee has previously entered into with the Company. Grantee further understands and agrees that, in consideration of the benefits provided to Grantee pursuant to this Agreement, Grantee's prior agreements are hereby ratified and reaffirmed in all respects and shall remain in full force and effect in accordance with the respective terms thereof. Grantee also agrees that, during the employment or service period and for a period of two years from the end of the employment or service period, not to, directly or indirectly, (i) initiate, propose, support or otherwise participate in any offer to acquire, acquisition, merger, tender offer or other business combination transaction affecting Company; (ii) initiate, propose, support or otherwise participate in any proxy contest, proxy solicitation or shareholder proposal relating to Company; (iii) acquire any additional stock of the Company (other than pursuant to option exercises or stock purchases that are strictly a passive investment and in any event not to exceed total beneficial ownership of five percent (5%) of Company's fully-diluted outstanding common stock); or (iv) attempt to influence or interfere or otherwise adversely affect the Board, management or the affairs of Company. During the employment or service period and for a period of two years from the end of the employment or service period, Grantee will vote all Company shares beneficially owned by him in favor of any Board recommendation submitted to a vote of Company's shareholders.

D. Return of All Company Documents and Property. Excluding Grantee's personal files and property, promptly after the termination date of employment or service to the Company, Grantee will return to Company all documents and property (including, without limitation, all records, memoranda, notes, correspondence, client information, reports, manuals, plans, computer discs, tapes and files, printouts, software, presentations and the like, including all copies thereof, computers, telephones, PDAs, equipment, and the like) in his possession or under his control pertaining to Company's business or Proprietary Information. Grantee will not copy or cause to be copied any of Company's records nor cause a removal of any record, document or property belonging to Company without authorization from Company.

E. Mutual Non-Disparagement Agreement. From and after the termination date of employment or service to the Company, neither Grantee nor Company will disparage the other party or any of Grantee's or Company's clients, directors, officers, employees, shareholders or business operations.

**ORION ENERGY SYSTEMS, INC.
STATEMENT OF COMPANY POLICY
PROHIBITING INSIDER TRADING**

Because the common stock of Orion Energy Systems, Inc. (the “Company”) is publicly traded on the NASDAQ, there are certain important restrictions and limitations imposed on you under the federal securities laws. Any violation of these restrictions may subject the Company and you to serious criminal and civil liabilities and sanctions. Such a violation would also severely damage the Company’s reputation and business relationships. **This policy applies to all personnel at every level of the Company and any of its subsidiaries, as well as to employees who leave employment with the Company or its subsidiaries until the Company determines that the policy is no longer applicable.**

1. Prohibition against Trading on or Disclosing Material Nonpublic Information. It is the policy of the Company that all employees, officers and directors who become aware of any material information relating to the Company that has not been made available to the general public by press release or otherwise, as well as their immediate family members and other individuals in their household, are prohibited from purchasing or selling Company stock. Such information includes, without limitation, a potential acquisition of another business or property, the opening of a new facility, a potential change in management, internal financial information (especially quarterly and year-end revenue and earnings), a potential significant new customer contract (or loss of an existing significant customer contract), the occurrence of a cybersecurity breach or similar event, significant actions by regulatory authorities, actual or threatened major litigation, or an important financing transaction. This list is merely illustrative. Employees, officers and directors should assume that any information, positive or negative, which might affect the Company’s stock price or otherwise might be of significance to an investor in determining whether to purchase, sell or hold the Company’s stock would be “material.” **These prohibitions on purchasing or selling Company stock will be in effect until the third business day following the day the Company makes such information available to the general public.** For example, if you are aware of information that could be considered “material” and the Company makes a public disclosure through a filing with the Securities and Exchange Commission on a Tuesday, you are prohibited from purchasing or selling Company stock until Friday. You cannot purchase or sell Company stock on Tuesday, Wednesday or Thursday, even if it is after the Company’s public filing of the information.

It is also the policy of the Company that employees, officers and directors who become aware of any material nonpublic information in the course of their employment or service with the Company relating to any other company, including the Company’s customers, may not trade in that company’s securities until the information becomes public.

2. Confidentiality. It is the policy of the Company that all employees, officers and directors must keep strictly confidential all material nonpublic information that such persons learn regarding the Company (and all material nonpublic information that such persons learn in the course of their employment or service with the Company relating to any other company). No person may tip or disclose any material nonpublic information concerning the Company to any person unless required as part of your regular duties and performance for the Company or any is authorized by the Company’s Chief Financial Officer. Unless expressly authorized to answer financial questions, you must refuse to comment, and instead refer the inquirer to the Company’s Chief Financial Officer. Similarly, you should not discuss Company affairs in public or quasi-public areas where your conversation may be overheard (i.e., restaurants, restrooms, elevators, etc.). No person may post any material nonpublic information about the Company on any internet message board or through social media at any time.

Effective: December 4, 2007

Revised: January 17, 2012; October 29, 2012; June 23, 2015; December 2015, May 2016; May 2017; June 2017; January 2018; February 2020; November 2022; May 24, 2023

3. Prohibition on Derivatives and Hedging Transactions. Investing in Company stock provides an opportunity to share in the future growth of the Company. Investment in the Company and sharing in the growth of the Company, however, does not mean short-range speculation based on fluctuations in the market as such trading may be distracting to the person and may unduly focus the person on the Company's short-term stock market performance and subject to certain insiders to possible violations of the "short-swing profit" rules promulgated by the Securities and Exchange Commission. These activities may put the personal gain of an individual in conflict with the best interests of the Company and its shareholders. Consequently, trading on an exchange in puts, calls and other derivative securities on stock of the Company is prohibited at all times. In addition, the purchase of financial instruments (including prepaid variable forward contracts, equity swaps, collars and exchange funds) or otherwise engaging in transactions that are designed to or have the effect of hedging or offsetting any decrease in the market value of the Company's stock are also prohibited at all times. Anyone may, of course, exercise options and other equity based awards granted to them by the Company and, subject to the restrictions discussed in this policy and other applicable Company policies and any governing plans, arrangements or agreements which apply to such options or other equity based awards, sell shares acquired through the exercise of options or other equity based awards.

If you have any doubts as to your responsibilities under this policy statement, seek clarification and guidance from the Company's Chief Financial Officer, **before you act**. Do not try to resolve uncertainties on your own. **Orion Energy Systems, Inc. expects the strictest compliance with these procedures by all personnel at every level.** Although this policy statement is expressly not intended to result in the imposition of additional legal liabilities that would not otherwise exist, failure to observe these procedures will be considered a matter of extreme seriousness, including grounds for dismissal with cause.

Sally Washlow
Chief Executive Officer

Effective: December 4, 2007

Revised: January 17, 2012; October 29, 2012; June 23, 2015; December 2015, May 2016; May 2017; June 2017; January 2018; February 2020; November 2022; May 24, 2023
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ORION ENERGY SYSTEMS, INC.
INSIDER TRADING POLICY
ADDENDUM AND CERTIFICATE FOR
SECTION 16 OFFICERS AND DIRECTORS AND OTHER “INSIDERS”

The undersigned hereby certifies and states that he or she has carefully read the Orion Energy Systems, Inc. Statement of Company Policy Prohibiting Insider Trading (the “Policy”), and the undersigned agrees to strictly comply with all of the restrictions and limitations contained in the Policy as supplemented by this addendum.

In addition to the information set forth in the Policy, the undersigned understands that he or she may only trade in Orion Energy Systems, Inc. (“Company”) stock during four “window periods” occurring throughout the year (unless the undersigned is then in possession of material nonpublic information concerning the Company, in which case the undersigned cannot purchase or sell shares). These window periods begin on the third business day after the Company makes a press release announcing its quarterly or annual financial results. Each window period will last until the first day of the month ending the calendar quarter. The window periods do not apply to purchases or sales of Company stock that are made pursuant to Rule 10b5-1 Trading Plans that have been adopted in accordance with the Company’s Rule 10b5-1 Trading Plan Guidelines.

The undersigned further understands that window periods may not be opened, or may be closed after initially being opened, from time to time, and agrees that he or she will not trade in Company stock during any window period if he or she has received advance notice from the Company that the window period is closed.

The undersigned further understands that, as an “insider” of the Company, it is the policy of the Company that the undersigned is required to pre-clear all of his or her contemplated transactions (including, without limitation, stock option exercises and non-sale transactions, such as gifts and transfers to or from a trust) in the Company’s stock with the Company’s Chief Financial Officer. The pre-clearance policy also applies to transactions in Company stock by the undersigned’s spouse, minor children and other individuals who share the undersigned’s home. The pre-clearance policy does not apply to purchases or sales of Company stock that are made pursuant to Rule 10b5-1 Trading Plans that have been adopted in accordance with the Company’s Rule 10b5-1 Trading Plan Guidelines.

The undersigned further understands that the Policy will continue to apply to him or her after employment with the Company has ended until the Company determines that it is no longer applicable.

The undersigned understands that neither the window period policy nor the pre-clearance policy constitutes protection from liability for the undersigned in the event the undersigned effects a transaction in Company stock while in possession of material non-public information.

Signature

Print Name

Title

Date

PLEASE RETURN THIS SIGNED CERTIFICATE TO SUSAN MARLAND AS SOON AS POSSIBLE.

Effective: December 4, 2007

Revised: January 17, 2012; October 29, 2012; June 23, 2015; December 2015, May 2016; May 2017; June 2017; January 2018; February 2020; November 2022; May 24, 2023

Subsidiaries

Entity	Jurisdiction of Organization
Great Lakes Energy Technologies, LLC	Wisconsin
Clean Energy Solutions, LLC	Wisconsin
Orion Asset Management, LLC	Wisconsin
Orion LED Canada, Inc.	British Columbia, Canada
Voltrek, LLC	Massachusetts

Consent of Independent Registered Public Accounting Firm

Orion Energy Systems, Inc.

Manitowoc, Wisconsin

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-270197) and Form S-8 (No. 333-169611, 333-176176, 333-213042 and 333-233180) of Orion Energy Systems, Inc. of our report dated June 26, 2025, relating to the consolidated financial statements which appears in this Form 10-K.

/s/ BDO USA, P.C.

Milwaukee, Wisconsin

June 26, 2025

Certification of Chief Executive Officer
Pursuant to Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934

I, Sally A. Washlow, certify that:

1. I have reviewed this Annual Report on Form 10-K of Orion Energy Systems, 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 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.

Date: June 26, 2025

/s/ Sally A. Washlow
Sally A. Washlow
Chief Executive Officer

Certification of Chief Financial Officer
Pursuant to Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934

I, J. Per Brodin, certify that:

1. I have reviewed this Annual Report on Form 10-K of Orion Energy Systems, 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 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.

Date: June 26, 2025

/s/ J. Per Brodin

J. Per Brodin

Chief Financial Officer

**Written Statement of the Chief Executive Officer and Chief Financial Officer
Pursuant to 18 U.S.C. Section 1350**

Solely for the purposes of complying with 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, we, the undersigned Chief Executive Officer and Chief Financial Officer of Orion Energy Systems, Inc. (the "Company"), hereby certify, based on our knowledge, that the Annual Report on Form 10-K of the Company for the twelve-month period ended March 31, 2025, (the "Report") fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 and that information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Sally A. Washlow

Sally A. Washlow
Chief Executive Officer

/s/ J. Per Brodin

J. Per Brodin
Chief Financial Officer

Date: June 26, 2025

Orion Energy Systems, Inc. Compensation Recovery Policy¹**Adopted May 24, 2023**

1. **Purpose.** The purpose of this Compensation Recovery Policy (this “Policy”) is to describe the circumstances under which Orion Energy Systems, Inc. (the “Company”) is required to or shall have the right to recover certain compensation paid to certain employees and independent contractors. Any references in compensation plans, agreements, equity awards or other policies to the Company’s “recoupment”, “clawback” or similarly-named policy shall be deemed to refer to this Policy.
2. **Mandatory Recovery of Compensation.** In the event that the Company is required to prepare an Accounting Restatement, the Company shall recover reasonably promptly the amount of Erroneously Awarded Compensation.
3. **Definitions.** For purposes of this Policy, the following terms, when capitalized, shall have the meanings set forth below:
 - (a) “*Accounting Restatement*” shall mean any accounting restatement of the Company’s previously publicly issued financial statements required, as determined by the Audit Committee of the Company’s Board of Directors, due to material noncompliance of the Company with any financial reporting requirement under the securities laws, including to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.
 - (b) “*Covered Officer*” shall mean:
 - (i) for Incentive-Based Compensation, the Company’s president; chief executive officer; chief operating officer; principal financial officer; principal accounting officer (or if there is no such accounting officer, the controller); any vice-president of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance); any other officer who performs a significant policy-making function; or any other person who performs similar significant policy-making functions for the Company; and

¹ All incentive and time-based awards of compensation should explicitly reference this policy and state that by accepting such award, the individual is deemed to have consented to the terms of the policy, as amended from time to time. Separation agreements should also require the executive reaffirm his or her obligations under this policy, and if there is a mutual release of claims (where the company is releasing the executive from all claims), the provisions of this policy should be excepted from the company’s release.

- (ii) for Time-Based Compensation, one of the Company's "named executive officers" as defined in Item 402 of Regulation S-K.
- (c) "*Effective Date*" shall mean the date of adoption of NASDAQ Listing Rule 5608(a).
- (d) "*Erroneously Awarded Compensation*" shall mean the excess of (i) the amount of Incentive-Based Compensation or Time-Based Compensation Received by a person (A) after beginning service as a Covered Officer, (B) in the case of Incentive-Based Compensation, who served as a Covered Officer at any time during the performance period for that Incentive-Based Compensation, (C) while the Company has a class of securities listed on a national securities exchange or a national securities association and (D) during the Recovery Period; over (ii) the Recalculated Compensation.
- (e) "*Incentive-Based Compensation*" shall mean any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a financial reporting measure. A financial reporting measure is a measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures that are derived wholly or in part from such measures, regardless of whether such measure is presented within the financial statements or included in a filing with the Securities and Exchange Commission. Each of stock price and total shareholder return is a financial reporting measure. For the avoidance of doubt, Incentive-Based Compensation subject to this Policy does not include stock options, restricted stock, restricted stock units or similar equity-based awards for which the grant is not contingent upon achieving any financial reporting measure performance goal and vesting is contingent solely upon completion of a specified employment period and/or attaining one or more non-financial reporting measures.
- (f) "*Recalculated Compensation*" shall mean the amount of Incentive-Based Compensation or Time-Based Compensation that otherwise would have been Received had it been determined based on the restated amounts in the Accounting Restatement, computed without regard to any taxes paid. For Time-Based Compensation, and for Incentive-Based Compensation based on stock price or total shareholder return, where the amount of the Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement, the amount of the Recalculated Compensation must be based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or total shareholder return, as the case may be, on the Incentive Compensation Received. The Company must maintain documentation of the determination of that reasonable estimate and provide such documentation to the national securities exchange or association on which its securities are listed.

- (g) Incentive-Based Compensation is deemed “*Received*” in the Company’s fiscal period during which the financial reporting measure specified in the award of such Incentive-Based Compensation is attained, even if the payment or grant of the Incentive-Based Compensation occurs after the end of that period. Time-Based Compensation is “*Received*” in the year of payment or settlement.
- (h) “*Recovery Period*” shall mean the three completed fiscal years of the Company immediately preceding the date the Company is required to prepare an Accounting Restatement; provided that the Recovery Period shall not begin before the Effective Date. For purposes of determining the Recovery Period, the Company is considered to be “required to prepare an Accounting Restatement” on the earlier to occur of: (i) the date the Company’s Board of Directors, a committee thereof, or the Company’s authorized officers conclude, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, or (ii) the date a court, regulator, or other legally authorized body directs the Company to prepare an Accounting Restatement. If the Company changes its fiscal year, then the transition period within or immediately following such three completed fiscal years also shall be included in the Recovery Period, provided that if the transition period between the last day of the Company’s prior fiscal year end and the first day of its new fiscal year comprises a period of nine to 12 months, then such transition period shall instead be deemed one of the three completed fiscal years and shall not extend the length of the Recovery Period.
- (i) “*Time-Based Compensation*” shall mean any compensation that is paid pursuant to an equity-based award the amount of which is determined wholly or partially in relation to the fair market value of a share of the Company’s common stock, that is granted, earned or vests based solely on the passage of time or on the basis of non-financial reporting measures, and that is not Incentive-Based Compensation.

4. Exceptions. Notwithstanding anything to the contrary in this Policy, recovery of Erroneously Awarded Compensation will not be required to the extent a committee of the Company’s independent directors responsible for executive compensation decisions (or a majority of the independent directors on the Company’s Board of Directors in the absence of such a committee) has made a determination that such recovery would be impracticable and one of the following conditions have been satisfied:

- (a) The direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered; provided that, before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation that was Incentive-Based Compensation based on the expense of enforcement, the Company must make a reasonable attempt to recover such Erroneously Awarded Compensation, document such reasonable attempt(s) to recover, and provide that documentation to the national securities exchange or association on which its securities are listed.

- (b) Recovery would violate home country law where, with respect to Incentive-Based Compensation, that law was adopted prior to November 28, 2022; provided that, before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation that was Incentive-Based Compensation based on violation of home country law, the Company must obtain an opinion of home country counsel, acceptable to the national securities exchange or association on which its securities are listed, that recovery would result in such a violation, and must provide such opinion to the exchange or association.
- (c) Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

5. Manner of Recovery. In addition to any other actions permitted by law or contract, the Company may take any or all of the following actions to recover any Erroneously Awarded Compensation: (a) require the Covered Officer to repay such amount; (b) offset such amount from any other compensation owed by the Company or any of its affiliates to the Covered Officer, regardless of whether the contract or other documentation governing such other compensation specifically permits or specifically prohibits such offsets; and (c) subject to Section 4(c), to the extent the Erroneously Awarded Compensation was deferred into a plan of deferred compensation, whether or not qualified, forfeit such amount (as well as the earnings on such amounts) from the Covered Officer's balance in such plan, regardless of whether the plan specifically permits or specifically prohibits such forfeiture. If the Erroneously Awarded Compensation consists of shares of the Company's common stock, and the Covered Officer still owns such shares, then the Company may satisfy its recovery obligations by requiring the Covered Officer to transfer such shares back to the Company.

6. Other.

- (a) This Policy shall be administered and interpreted, and may be amended from time to time, by the Company's Board of Directors or any committee to which the Board may delegate its authority in its sole discretion in compliance with the applicable listing standards of the national securities exchange or association on which the Company's securities are listed, and the determinations of the board or such committee shall be binding on all Covered Officers.
- (b) The Company shall not indemnify any Covered Officer against the loss of Erroneously Awarded Compensation.
- (c) The Company shall file all disclosures with respect to this Policy in accordance with the requirements of the Federal securities laws, including disclosure required by the Securities and Exchange Commission filings.

- (d) Any right to recovery under this Policy shall be in addition to, and not in lieu of, any other rights of recovery that may be available to the Company.

