

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended August 2, 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 1-6049



TARGET CORPORATION

(Exact name of registrant as specified in its charter)

Minnesota

(State or other jurisdiction of incorporation or organization)

41-0215170

(I.R.S. Employer Identification No.)

1000 Nicollet Mall, Minneapolis, Minnesota

(Address of principal executive offices)

55403

(Zip Code)

612-304-6073

(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, par value \$0.0833 per share	TGT	New York Stock Exchange

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, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒

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 is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Total shares of common stock, par value \$0.0833, outstanding at August 22, 2025, were 454,399,148.

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

Consolidated Statements of Operations

(millions, except per share data) (unaudited)	Three Months Ended		Six Months Ended	
	August 2, 2025	August 3, 2024	August 2, 2025	August 3, 2024
Net sales	\$ 25,211	\$ 25,452	\$ 49,057	\$ 49,983
Cost of sales	17,903	17,826	35,031	35,297
Selling, general, and administrative expenses	5,359	5,365	9,950	10,511
Depreciation and amortization (exclusive of depreciation included in cost of sales)	632	626	1,287	1,244
Operating income	1,317	1,635	2,789	2,931
Net interest expense	116	110	232	216
Net other income	(17)	(20)	(43)	(49)
Earnings before income taxes	1,218	1,545	2,600	2,764
Provision for income taxes	283	353	629	630
Net earnings	\$ 935	\$ 1,192	\$ 1,971	\$ 2,134
Basic earnings per share	\$ 2.06	\$ 2.58	\$ 4.33	\$ 4.62
Diluted earnings per share	\$ 2.05	\$ 2.57	\$ 4.32	\$ 4.60
Weighted average common shares outstanding				
Basic	454.6	462.5	454.8	462.4
Diluted	455.6	463.5	456.1	463.7
Antidilutive shares	5.0	2.3	2.3	1.8

See accompanying [Notes to Consolidated Financial Statements](#).



Consolidated Statements of Comprehensive Income

(millions) (unaudited)	Three Months Ended		Six Months Ended	
	August 2, 2025	August 3, 2024	August 2, 2025	August 3, 2024
Net earnings	\$ 935	\$ 1,192	\$ 1,971	\$ 2,134
Other comprehensive (loss) / income, net of tax				
Cash flow hedges and currency translation adjustment	(6)	(5)	(10)	(10)
Other comprehensive loss	(6)	(5)	(10)	(10)
Comprehensive income	\$ 929	\$ 1,187	\$ 1,961	\$ 2,124

See accompanying [Notes to Consolidated Financial Statements](#).



Consolidated Statements of Financial Position

(millions, except footnotes) (unaudited)	August 2, 2025	February 1, 2025	August 3, 2024
Assets			
Cash and cash equivalents	\$ 4,341	\$ 4,762	\$ 3,497
Inventory	12,881	12,740	12,604
Other current assets	1,812	1,952	1,817
Total current assets	19,034	19,454	17,918
Property and equipment, net	33,568	33,022	33,075
Operating lease assets	3,694	3,763	3,545
Other noncurrent assets	1,555	1,530	1,457
Total assets	\$ 57,851	\$ 57,769	\$ 55,995
Liabilities and shareholders' investment			
Accounts payable	\$ 12,019	\$ 13,053	\$ 12,595
Accrued and other current liabilities	6,068	6,110	5,749
Current portion of long-term debt and other borrowings	1,136	1,636	1,640
Total current liabilities	19,223	20,799	19,984
Long-term debt and other borrowings	15,320	14,304	13,654
Noncurrent operating lease liabilities	3,514	3,582	3,444
Deferred income taxes	2,413	2,303	2,495
Other noncurrent liabilities	1,961	2,115	1,989
Total noncurrent liabilities	23,208	22,304	21,582
Shareholders' investment			
Common stock	38	38	38
Additional paid-in capital	7,084	6,996	6,831
Retained earnings	8,766	8,090	8,030
Accumulated other comprehensive loss	(468)	(458)	(470)
Total shareholders' investment	15,420	14,666	14,429
Total liabilities and shareholders' investment	\$ 57,851	\$ 57,769	\$ 55,995

Common Stock Authorized 6,000,000,000 shares, \$0.0833 par value; 454,396,092, 455,566,995, and 461,600,215 shares issued and outstanding as of August 2, 2025, February 1, 2025, and August 3, 2024, respectively.

Preferred Stock Authorized 5,000,000 shares, \$0.01 par value; no shares were issued or outstanding during any period presented.

See accompanying [Notes to Consolidated Financial Statements](#).

Consolidated Statements of Cash Flows

(millions) (unaudited)	Six Months Ended	
	August 2, 2025	August 3, 2024
Operating activities		
Net earnings	\$ 1,971	\$ 2,134
Adjustments to reconcile net earnings to cash provided by operating activities:		
Depreciation and amortization	1,558	1,461
Share-based compensation expense	133	149
Deferred income taxes	112	16
Noncash (gains) / losses and other, net	1	22
Changes in operating accounts:		
Inventory	(141)	(718)
Other assets	151	(53)
Accounts payable	(1,125)	522
Accrued and other liabilities	(302)	(194)
Cash provided by operating activities	2,358	3,339
Investing activities		
Expenditures for property and equipment	(1,864)	(1,313)
Other	11	8
Cash required for investing activities	(1,853)	(1,305)
Financing activities		
Additions to long-term debt	1,984	—
Reductions of long-term debt	(1,571)	(1,076)
Dividends paid	(1,019)	(1,017)
Repurchase of stock	(258)	(155)
Shares withheld for taxes on share-based compensation	(62)	(94)
Cash required for financing activities	(926)	(2,342)
Net decrease in cash and cash equivalents	(421)	(308)
Cash and cash equivalents at beginning of period	4,762	3,805
Cash and cash equivalents at end of period	\$ 4,341	\$ 3,497
Supplemental information		
Leased assets obtained in exchange for new finance lease liabilities	\$ 41	\$ 304
Leased assets obtained in exchange for new operating lease liabilities	119	362

See accompanying [Notes to Consolidated Financial Statements](#).

Consolidated Statements of Shareholders' Investment

(millions) (unaudited)	Common Stock Shares	Stock Par Value	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total
February 3, 2024	461.7	\$ 38	\$ 6,761	\$ 7,093	\$ (460)	\$ 13,432
Net earnings	—	—	—	942	—	942
Other comprehensive loss	—	—	—	—	(5)	(5)
Dividends declared, \$1.10 per share	—	—	—	(516)	—	(516)
Share-based compensation	0.9	1	(14)	—	—	(13)
May 4, 2024	462.6	\$ 39	\$ 6,747	\$ 7,519	\$ (465)	\$ 13,840
Net earnings	—	—	—	1,192	—	1,192
Other comprehensive loss	—	—	—	—	(5)	(5)
Dividends declared, \$1.12 per share	—	—	—	(527)	—	(527)
Repurchase of stock	(1.1)	(1)	—	(154)	—	(155)
Share-based compensation	0.1	—	84	—	—	84
August 3, 2024	461.6	\$ 38	\$ 6,831	\$ 8,030	\$ (470)	\$ 14,429
Net earnings	—	—	—	854	—	854
Other comprehensive loss	—	—	—	—	(4)	(4)
Dividends declared, \$1.12 per share	—	—	—	(521)	—	(521)
Repurchase of stock	(2.4)	—	—	(354)	—	(354)
Share-based compensation	—	—	85	—	—	85
November 2, 2024	459.2	\$ 38	\$ 6,916	\$ 8,009	\$ (474)	\$ 14,489
Net earnings	—	—	—	1,103	—	1,103
Other comprehensive income	—	—	—	—	16	16
Dividends declared, \$1.12 per share	—	—	—	(516)	—	(516)
Repurchase of stock	(3.7)	—	—	(506)	—	(506)
Share-based compensation	0.1	—	80	—	—	80
February 1, 2025	455.6	\$ 38	\$ 6,996	\$ 8,090	\$ (458)	\$ 14,666

Consolidated Statements of Shareholders' Investment

(millions) (unaudited)	Common Stock Shares	Stock Par Value	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total
February 1, 2025	455.6	\$ 38	\$ 6,996	\$ 8,090	\$ (458)	\$ 14,666
Net earnings	—	—	—	1,036	—	1,036
Other comprehensive loss	—	—	—	—	(4)	(4)
Dividends declared, \$1.12 per share	—	—	—	(515)	—	(515)
Repurchase of stock	(2.2)	—	—	(251)	—	(251)
Share-based compensation	1.0	—	15	—	—	15
May 3, 2025	454.4	\$ 38	\$ 7,011	\$ 8,360	\$ (462)	\$ 14,947
Net earnings	—	—	—	935	—	935
Other comprehensive loss	—	—	—	—	(6)	(6)
Dividends declared, \$1.14 per share	—	—	—	(529)	—	(529)
Share-based compensation	—	—	73	—	—	73
August 2, 2025	454.4	\$ 38	\$ 7,084	\$ 8,766	\$ (468)	\$ 15,420

See accompanying [Notes to Consolidated Financial Statements](#).

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Notes to Consolidated Financial Statements (unaudited)

1. Accounting Policies

These unaudited condensed consolidated financial statements are prepared in accordance with the rules and regulations of the Securities and Exchange Commission applicable to interim financial statements. While these statements reflect all normal recurring adjustments that are, in the opinion of management, necessary for fair presentation of the results of the interim period, they do not include all of the information and footnotes required by United States (U.S.) generally accepted accounting principles (GAAP) for complete financial statements. These condensed consolidated financial statements should be read in conjunction with the financial statement disclosures in our most recent Form 10-K.

We use the same accounting policies in preparing quarterly and annual financial statements.

Certain prior-year amounts have been reclassified to conform to the current-year presentation.

We operate as a single segment that includes all of our operations, which are designed to enable guests to purchase products seamlessly in stores or through our digital channels. Nearly all of our revenues are generated in the U.S. The vast majority of our long-lived assets are located within the U.S.

Due to the seasonal nature of our business, quarterly revenues, expenses, earnings, and cash flows are not necessarily indicative of the results that may be expected for the full year.

2. Net Sales

Merchandise sales represent the vast majority of our revenues. We also earn revenues from a variety of other sources, most notably advertising revenue and credit card profit-sharing income.

Net Sales (millions)	Three Months Ended		Six Months Ended	
	August 2, 2025	August 3, 2024	August 2, 2025	August 3, 2024
Apparel & accessories ^(a)	\$ 4,086	\$ 4,261	\$ 7,797	\$ 8,158
Beauty ^(b)	3,396	3,384	6,498	6,503
Food & beverage ^(c)	5,588	5,538	11,490	11,391
Hardlines ^(d)	3,522	3,322	6,597	6,482
Home furnishings & décor ^(e)	3,662	3,908	6,880	7,427
Household essentials ^(f)	4,422	4,564	8,779	9,113
Other merchandise sales	43	44	83	90
Merchandise sales	24,719	25,021	48,124	49,164
Advertising revenue	217	162	379	292
Credit card profit sharing	134	144	275	286
Other	141	125	279	241
Net sales	\$ 25,211	\$ 25,452	\$ 49,057	\$ 49,983

^(a) Includes apparel for women, men, young adults, kids, toddlers, and babies, as well as jewelry, accessories, and shoes.

^(b) Includes skin and bath care, cosmetics, hair care, oral care, deodorant, and shaving products.

^(c) Includes dry and perishable grocery, including snacks, candy, beverages, deli, bakery, meat, produce, and food service (primarily Starbucks) in our stores.

^(d) Includes electronics, including video games and consoles, toys, sporting goods, entertainment, and luggage.

^(e) Includes bed and bath, home décor, school/office supplies, storage, small appliances, kitchenware, greeting cards, party supplies, furniture, lighting, home improvement, and seasonal merchandise.

^(f) Includes household cleaning, paper products, over-the-counter healthcare, vitamins and supplements, baby gear, and pet supplies.

Merchandise sales — We record almost all retail store revenues at the point of sale. Digitally originated sales may include shipping revenue and are recorded upon delivery to the guest or upon guest pickup at the store. Sales are recognized net of expected returns, which we estimate using historical return patterns and our expectation of future returns. As of August 2, 2025, February 1, 2025, and August 3, 2024, the accrual for estimated returns was \$179 million, \$172 million, and \$193 million, respectively.

Revenue from Target gift card sales is recognized upon gift card redemption, which is typically within one year of issuance.

Gift Card Liability Activity

(millions)	February 1, 2025	Gift Cards Issued During Current Period But Not Redeemed ^(b)	Revenue Recognized From Beginning Liability	August 2, 2025
Gift card liability ^(a)	\$ 1,209	\$ 427	\$ (631)	\$ 1,005

^(a) Included in Accrued and Other Current Liabilities.

^(b) Net of estimated breakage.

Advertising revenue — Primarily represents revenue related to certain advertising services provided via our Roundel digital advertising business offering. Roundel services are classified as either Net Sales or as a reduction of Cost of Sales or Selling, General, and Administrative (SG&A) Expenses, depending on the nature of the advertising arrangement.

Credit card profit sharing — We receive payments under a credit card program agreement with TD Bank Group (TD). Under the agreement, we receive a percentage of the profits generated by the Target Circle credit card receivables in exchange for performing account servicing and primary marketing functions. TD underwrites, funds, and owns Target Circle credit card receivables, controls risk management policies, and oversees regulatory compliance.

Other — Includes commissions earned on third-party sales through our Target Plus third-party digital marketplace, Target Circle 360 membership revenue, Shipt membership and service revenues, rental income, and other miscellaneous revenues.

3. Interchange Fee Settlements

In March 2025, we entered into settlement agreements to resolve credit card interchange fee litigation matters in which we were a plaintiff. As a result of these lump-sum settlements, during the first quarter of 2025, we recorded gains within SG&A Expenses of \$593 million, net of legal fees.

4. Fair Value Measurements

Fair value measurements are reported in one of three levels reflecting the significant inputs used to determine fair value.

Financial Instruments Measured On a Recurring Basis			Fair Value		
(millions)	Classification	Measurement Level	August 2, 2025	February 1, 2025	August 3, 2024
Assets					
Short-term investments	Cash and Cash Equivalents	Level 1	\$ 3,348	\$ 3,893	\$ 2,465
Prepaid forward contracts	Other Current Assets	Level 1	17	23	24
Interest rate swaps	Other Noncurrent Assets	Level 2	1	—	3
Liabilities					
Interest rate swaps	Other Current Liabilities	Level 2	3	—	—
Interest rate swaps	Other Noncurrent Liabilities	Level 2	60	125	82

Significant Financial Instruments Not Measured at Fair Value ^(a)	August 2, 2025		February 1, 2025		August 3, 2024	
(millions)	Carrying Amount	Fair Value	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Long-term debt, including current portion ^(b)	\$ 14,393	\$ 13,643	\$ 13,904	\$ 12,953	\$ 13,157	\$ 12,578

^(a) The carrying amounts of certain other current assets, commercial paper, accounts payable, and certain accrued and other current liabilities approximate fair value due to their short-term nature.

^(b) The fair value of long-term debt is estimated using Level 2 inputs based on quoted prices for the instruments. Where quoted prices are not available, fair value is estimated using discounted cash flows and market-based expectations for interest rates. These amounts exclude commercial paper, fair value hedge adjustments, and lease liabilities.

5. Property and Equipment

We review long-lived assets for impairment when store performance expectations, events, or changes in circumstances—such as a decision to relocate or close a store, office, or distribution center, discontinue a project, or make significant software changes—indicate that the asset's carrying value may not be recoverable. We recognized impairment charges of \$34 million for the three and six months ended August 2, 2025, and \$36 million for the three and six months ended August 3, 2024. These impairment charges are included in SG&A Expenses.

6. Supplier Finance Programs

We have arrangements with several financial institutions to act as our paying agents to certain vendors. The arrangements also permit the financial institutions to provide vendors with an option, at our vendors' sole discretion, to elect to receive early payment of our payment obligations from the financial institutions at a discounted amount. A vendor's election to receive early payment does not change the amount that we must remit to the financial institutions or our payment date, which is up to 120 days from the invoice date.

We do not pay any fees or pledge any security to these financial institutions under these arrangements. The arrangements can be terminated by either party with notice ranging up to 120 days.

Our outstanding vendor obligations eligible for early payment under these arrangements totaled \$2.9 billion as of August 2, 2025, and \$3.7 billion as of both February 1, 2025, and August 3, 2024, and are included within Accounts Payable on our Consolidated Statements of Financial Position. These outstanding vendor obligations do not represent actual early payments made under supplier finance programs, which have historically been lower.

7. Commercial Paper and Long-Term Debt

Our unsecured long-term debt issuances during the six months ended August 2, 2025 were as follows:

Debt Issuances (dollars in millions)			
Issuance Date	Maturity Date	Principal Amount	Interest Rate (Fixed)
March 2025	April 2035	\$ 1,000	5.00 %
June 2025	June 2028	500	4.35
June 2025	February 2036	500	5.25

Our unsecured long-term debt repayments during the six months ended August 2, 2025 were as follows:

Debt Repayments (dollars in millions)			
Repayment Date	Maturity Date	Principal Amount	Interest Rate (Fixed)
April 2025	April 2025	\$ 1,500	2.25 %

We obtain short-term financing from time to time under our commercial paper program. There was no commercial paper outstanding at any time during the three and six months ended August 2, 2025, or August 3, 2024.

8. Derivative Financial Instruments

Our derivative instruments consist of interest rate swaps used to mitigate interest rate risk. As a result, we have counterparty credit exposure to large global financial institutions, which we monitor on an ongoing basis. [Note 4](#) to the Consolidated Financial Statements provides the fair value and classification of these instruments.

We were party to interest rate swaps with notional amounts totaling \$2.20 billion as of August 2, 2025, February 1, 2025, and August 3, 2024. We pay a floating rate and receive a fixed rate under each of these agreements. All of the agreements are designated as fair value hedges, and all were considered to be perfectly effective under the shortcut method during the three and six months ended August 2, 2025, and August 3, 2024.

Effect of Hedges on Debt (millions)	August 2, 2025	February 1, 2025	August 3, 2024
Long-term debt and other borrowings			
Carrying amount of hedged debt	\$ 2,132	\$ 2,069	\$ 2,113
Cumulative hedging adjustments, included in carrying amount	(63)	(125)	(79)

Effect of Hedges on Net Interest Expense (millions)	Three Months Ended		Six Months Ended	
	August 2, 2025	August 3, 2024	August 2, 2025	August 3, 2024
Gain (loss) on fair value hedges recognized in Net Interest Expense				
Interest rate swaps designated as fair value hedges	\$ 6	\$ 78	\$ 62	\$ 47
Hedged debt	(6)	(78)	(62)	(47)
Gain on cash flow hedges recognized in Net Interest Expense	6	6	12	12
Total	\$ 6	\$ 6	\$ 12	\$ 12

9. Share Repurchase

We periodically repurchase shares of our common stock under a board-authorized repurchase program through a combination of open market transactions, accelerated share repurchase arrangements, and other privately negotiated transactions with financial institutions.

Share Repurchase Activity (millions, except per share data)	Three Months Ended		Six Months Ended	
	August 2, 2025	August 3, 2024	August 2, 2025	August 3, 2024
Number of shares purchased	—	1.1	2.2	1.1
Average price paid per share ^(a)	\$ —	\$ 145.94	\$ 114.59	\$ 145.94
Total investment ^(a)	\$ —	\$ 155	\$ 251	\$ 155

^(a) Amounts include applicable excise tax and commissions.

10. Pension Benefits

We provide pension plan benefits to eligible team members.

Net Pension Benefits (Income) / Expense (millions)	Classification	Three Months Ended		Six Months Ended	
		August 2, 2025	August 3, 2024	August 2, 2025	August 3, 2024
Service cost benefits earned	SG&A Expenses	\$ 20	\$ 19	\$ 37	\$ 39
Interest cost on projected benefit obligation	Net Other Income	42	42	84	83
Expected return on assets	Net Other Income	(68)	(70)	(135)	(140)
Prior service cost	Net Other Income	7	8	7	8
Total		\$ 1	\$ (1)	\$ (7)	\$ (10)

11. Accumulated Other Comprehensive Loss

Change in Accumulated Other Comprehensive Loss					
(millions)	Cash Flow Hedges	Currency Translation Adjustment	Pension	Total	
February 1, 2025	\$ 266	\$ (27)	\$ (697)	\$ (458)	
Other comprehensive (loss) income before reclassifications	(1)	—	—	(1)	
Amounts reclassified	(9)	—	—	(9)	
August 2, 2025	\$ 256	\$ (27)	\$ (697)	\$ (468)	

Note: Amounts are net of tax.

12. Segment Reporting

Our Chief Operating Decision Maker—our Chief Executive Officer—monitors our consolidated operating income and net earnings to evaluate performance and make operating decisions. We operate as a single segment that includes all of our operations, which are designed to enable guests to purchase products seamlessly in stores or through our digital channels. Virtually all of our consolidated revenues are generated in the United States. The vast majority of our properties and equipment are located within the United States.

Business Segment Results (millions)	Three Months Ended		Six Months Ended	
	August 2, 2025	August 3, 2024	August 2, 2025	August 3, 2024
Net sales	\$ 25,211	\$ 25,452	\$ 49,057	\$ 49,983
Cost of sales				
Merchandising cost of sales	16,177	16,093	31,531	31,939
Supply chain and digital fulfillment costs	1,726	1,733	3,500	3,358
Total cost of sales	17,903	17,826	35,031	35,297
Selling, general and administrative expenses ^(a)	5,359	5,365	9,950	10,511
Depreciation and amortization (exclusive of depreciation included in cost of sales)	632	626	1,287	1,244
Operating income	1,317	1,635	2,789	2,931
Net interest expense	116	110	232	216
Net other income	(17)	(20)	(43)	(49)
Earnings before income taxes	1,218	1,545	2,600	2,764
Provision for income taxes	283	353	629	630
Net earnings	\$ 935	\$ 1,192	\$ 1,971	\$ 2,134

^(a) For the six months ended August 2, 2025, includes \$593 million of pretax net gains related to settlements of credit card interchange fee litigation matters. [Note 3](#) provides additional information.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations**Financial Summary**

Second quarter 2025 included the following notable items:

- GAAP diluted earnings per share and Adjusted EPS¹ were \$2.05.
- Net Sales were \$25.2 billion, a decrease of 0.9 percent from the comparable prior-year period.
- Comparable sales decreased 1.9 percent, reflecting a 1.3 percent decrease in traffic and a 0.6 percent decrease in average transaction amount.
 - Comparable stores-originated sales declined 3.2 percent.
 - Comparable digitally-originated sales increased 4.3 percent.
- Operating income of \$1.3 billion was 19.4 percent lower than the comparable prior-year period.

Earnings Per Share	Three Months Ended			Six Months Ended		
	August 2, 2025	August 3, 2024	Change	August 2, 2025	August 3, 2024	Change
GAAP diluted earnings per share	\$ 2.05	\$ 2.57	(20.2)%	\$ 4.32	\$ 4.60	(6.1)%
Adjustments	—	—		(0.97)	—	
Adjusted diluted earnings per share	\$ 2.05	\$ 2.57	(20.2)%	\$ 3.35	\$ 4.60	(27.1)%

¹Adjusted diluted earnings per share (Adjusted EPS), a non-GAAP metric, excludes the impact of certain items. Management believes that Adjusted EPS is useful in providing period-to-period comparisons of the results of our operations. A reconciliation of non-GAAP financial measures to GAAP measures is provided on [page 21](#).

We report after-tax return on invested capital (ROIC) because we believe ROIC provides a meaningful measure of our capital allocation effectiveness over time. For the trailing twelve months ended August 2, 2025, after-tax ROIC was 14.3 percent, compared with 16.6 percent for the trailing twelve months ended August 3, 2024. The calculation of ROIC is provided on [page 22](#).

Business Environment

In April 2025, the U.S. imposed a range of tariffs on the vast majority of products manufactured in foreign countries and jurisdictions, and subsequently imposed incremental tariffs, paused, modified, or issued specific exceptions to recently imposed tariffs, and indicated that the U.S. is actively negotiating country-specific agreements that it expects will result in changes to imposed tariff rates. Approximately one-half of the merchandise we offer is sourced from outside the U.S., either directly or indirectly, with China as our single largest source of merchandise we import.

We are closely monitoring the evolving consumer and regulatory landscape and adjusting plans as needed, including, but not limited to, vendor negotiations, assortment changes, movements in country of production, adjustments in order unit quantities and timing, and pricing strategies. The [Gross Margin Rate](#) section below provides additional information about the impact of such actions.

Additionally, we are working closely with industry associations and government leaders, all with a goal to continue delivering the products our guests expect and minimizing the impact of tariffs on our guests. The collective interaction of tariffs, sourcing strategies, pricing actions, consumer response and behaviors, and other factors, could materially impact our sales and results of operations in future periods.

Analysis of Results of Operations

Summary of Operating Income (dollars in millions)	Three Months Ended			Six Months Ended		
	August 2, 2025	August 3, 2024	Change	August 2, 2025	August 3, 2024	Change
Net sales	\$ 25,211	\$ 25,452	(0.9)%	49,057	\$ 49,983	(1.9)%
Cost of sales ^(a)	17,903	17,826	0.4	35,031	35,297	(0.8)
SG&A expenses ^(a)	5,359	5,365	(0.1)	9,950	10,511	(5.3)
Depreciation and amortization (exclusive of depreciation included in cost of sales)	632	626	0.9	1,287	1,244	3.4
Operating income	\$ 1,317	\$ 1,635	(19.4)%	\$ 2,789	\$ 2,931	(4.8)%

Rate Analysis	Three Months Ended		Six Months Ended	
	August 2, 2025	August 3, 2024	August 2, 2025	August 3, 2024
Gross margin rate ^(a)	29.0 %	30.0 %	28.6 %	29.4 %
SG&A expense rate ^(a)	21.3	21.1	20.3	21.0
Depreciation and amortization expense rate (exclusive of depreciation included in cost of sales)	2.5	2.5	2.6	2.5
Operating income margin rate	5.2	6.4	5.7	5.9

^(a) Reflects the impact of a reclassification of prior year amounts, which were not material, to conform with current year presentation.

Note: Gross margin (GM) is calculated as Net Sales less Cost of Sales. All rates are calculated by dividing the applicable amount by Net Sales. We updated the prior period gross margin rate to conform to the current year calculation, which resulted in an approximate 1 percentage point increase in our gross margin rate for the 2024 periods presented.

Net Sales

Net sales includes all Merchandise Sales and revenues from other sources, most notably advertising revenue and credit card profit-sharing income.

Merchandise Sales are net of expected returns, and our estimate of gift card breakage. Comparable sales include all Merchandise Sales, except sales from stores open less than 13 months or that have been closed. We use comparable sales to evaluate the performance of our stores and digital channels by measuring the change in sales for a period over the comparable, prior-year period of equivalent length. Comparable sales measures vary across the retail industry. As a result, our comparable sales calculation is not necessarily comparable to similarly titled measures reported by other companies. Digitally originated sales include all Merchandise Sales initiated through mobile applications and our websites. Our stores fulfill the majority of digitally originated sales, including shipment from stores to guests, store Order Pickup or Drive Up, and Same Day Delivery. Digitally originated sales may also be fulfilled through our distribution centers, our vendors, or other third parties.

Merchandise Sales growth—from both comparable sales and new stores—represents an important driver of our long-term profitability. We expect that comparable sales growth will drive a significant portion of our total sales growth. We believe that our ability to successfully differentiate our guests' shopping experience through a careful combination of merchandise assortment, price, convenience, guest experience, and other factors will over the long-term drive both increasing shopping frequency (number of transactions, or "traffic") and the amount spent each visit (average transaction amount).

Comparable Sales	Three Months Ended		Six Months Ended	
	August 2, 2025	August 3, 2024	August 2, 2025	August 3, 2024
Comparable sales change	(1.9)%	2.0 %	(2.8)%	(0.9)%
Drivers of change in comparable sales				
Number of transactions (traffic)	(1.3)	3.0	(1.8)	0.6
Average transaction amount	(0.6)	(0.9)	(1.0)	(1.4)

Comparable Sales by Channel	Three Months Ended		Six Months Ended	
	August 2, 2025	August 3, 2024	August 2, 2025	August 3, 2024
Stores originated comparable sales change	(3.2)%	0.7 %	(4.4)%	(2.1)%
Digitally originated comparable sales change	4.3	8.7	4.5	5.0

Merchandise Sales by Channel	Three Months Ended		Six Months Ended	
	August 2, 2025	August 3, 2024	August 2, 2025	August 3, 2024
Stores originated	81.1 %	82.1 %	80.7 %	81.9 %
Digitally originated	18.9	17.9	19.3	18.1
Total	100 %	100 %	100 %	100 %

Merchandise Sales by Fulfillment Channel	Three Months Ended		Six Months Ended	
	August 2, 2025	August 3, 2024	August 2, 2025	August 3, 2024
Stores	97.7 %	97.9 %	97.7 %	97.8 %
Other	2.3	2.1	2.3	2.2
Total	100 %	100 %	100 %	100 %

Note: Merchandise Sales fulfilled by stores include in-store purchases and digitally originated sales fulfilled by shipping merchandise from stores to guests, Order Pickup, Drive Up, and Same Day Delivery.

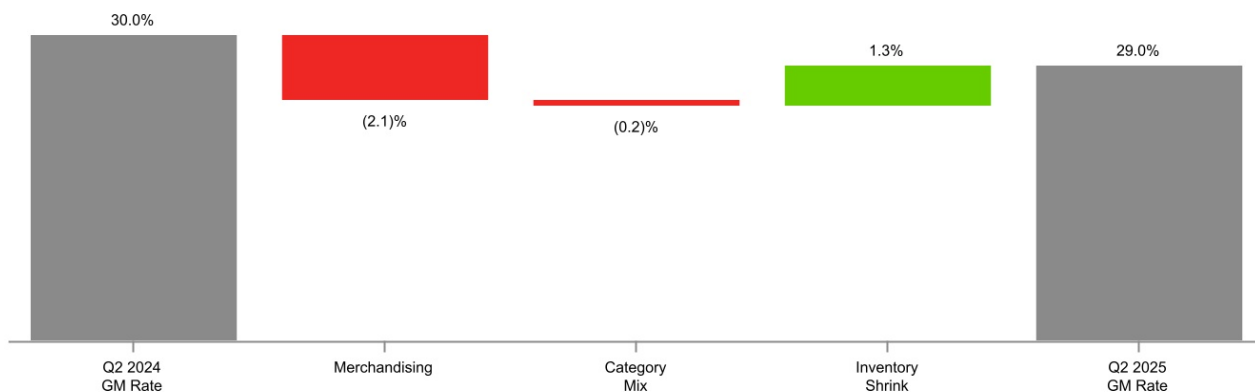
Merchandise Sales by Product Category	Three Months Ended		Six Months Ended	
	August 2, 2025	August 3, 2024	August 2, 2025	August 3, 2024
Apparel & accessories	16 %	17 %	16 %	17 %
Beauty	14	14	14	13
Food & beverage	23	22	24	23
Hardlines	14	13	14	13
Home furnishings & décor	15	16	14	15
Household essentials	18	18	18	19
Total	100 %	100 %	100 %	100 %

[Note 2](#) to the Financial Statements provides additional product category sales information. The collective interaction of a broad array of macroeconomic, competitive, and consumer behavioral factors, as well as sales mix and the transfer of sales to new stores, makes further analysis of sales metrics infeasible.

We monitor the percentage of purchases that are paid for using Target Circle Cards™ (Target Circle Card Penetration) because our internal analysis has indicated that a meaningful portion of the incremental purchases on our Target Circle Cards are also incremental sales for Target. Guests receive a 5 percent discount on virtually all purchases when they use a Target Circle Card at Target. For the three months ended August 2, 2025, and August 3, 2024, total Target Circle Card Penetration was 16.9 percent and 17.7 percent, respectively. For the six months ended August 2, 2025, and August 3, 2024, total Target Circle Card Penetration was 17.1 percent and 17.9 percent, respectively.

Gross Margin Rate

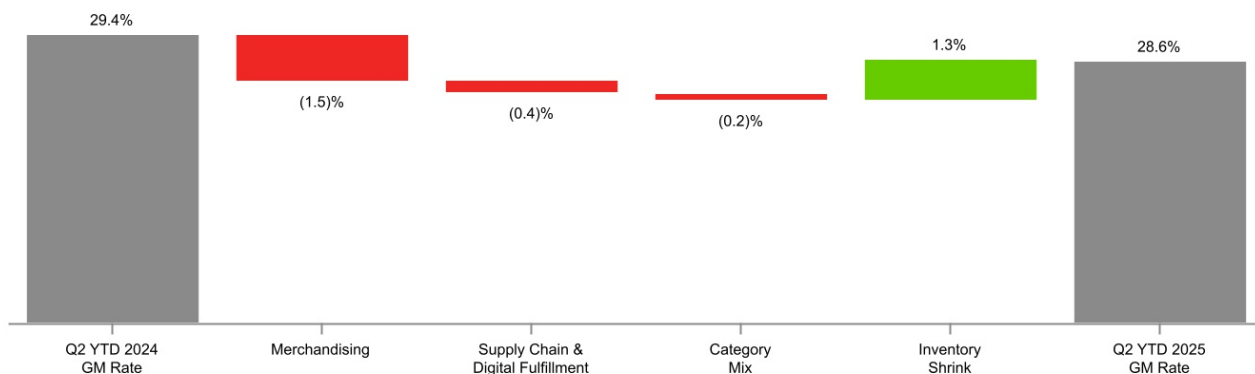
Quarter-to-Date



For the three months ended August 2, 2025, our gross margin rate was 29.0 percent compared with 30.0 percent in the comparable prior-year period. The decrease reflected the net impact of

- merchandising, including higher markdown rates and purchase order cancellation costs¹, partially offset by growth in advertising and other revenues;
- changes in category sales mix; and
- lower inventory shrink.

Year-to-Date



For the six months ended August 2, 2025, our gross margin rate was 28.6 percent compared with 29.4 percent in the comparable prior-year period. The decrease reflected the net impact of

- merchandising activities, including higher markdown rates and purchase order cancellation costs¹, partially offset by growth in advertising and other revenues;
- higher supply chain and digital fulfillment costs, partially due to new supply chain facilities;
- changes in category sales mix; and
- lower inventory shrink.

¹ The [Business Environment](#) section provides additional information.

Selling, General, and Administrative Expense Rate

For the three months ended August 2, 2025, our SG&A expense rate was 21.3 percent compared with 21.1 percent for the comparable prior-year period, reflecting the deleveraging impact of lower Net Sales. Higher remodel-related expenses during the three months ended August 2, 2025, were offset by the net impact of cost savings.

For the six months ended August 2, 2025, our SG&A expense rate was 20.3 percent compared with 21.0 percent for the comparable prior-year period. The decrease reflected a favorable impact of interchange fee settlements during the first quarter of 2025 of approximately 1.2 percentage points, as further described in [Note 3](#), partially offset by the deleveraging impact of lower Net Sales, and the net impact of other costs.

Store Data

Change in Number of Stores	Three Months Ended		Six Months Ended	
	August 2, 2025	August 3, 2024	August 2, 2025	August 3, 2024
Beginning store count	1,981	1,963	1,978	1,956
Opened	1	3	4	10
Closed	—	—	—	—
Ending store count	1,982	1,966	1,982	1,966

Number of Stores and Retail Square Feet	Number of Stores			Retail Square Feet ^(a)		
	August 2, 2025	February 1, 2025	August 3, 2024	August 2, 2025	February 1, 2025	August 3, 2024
170,000 or more sq. ft.	273	273	273	48,824	48,824	48,824
50,000 to 169,999 sq. ft.	1,562	1,559	1,549	195,436	195,050	193,705
49,999 or less sq. ft.	147	146	144	4,445	4,404	4,334
Total	1,982	1,978	1,966	248,705	248,278	246,863

^(a) In thousands; reflects total square feet less office, supply chain facility, and vacant space.

Other Performance Factors

Net Interest Expense

Net interest expense was \$116 million and \$232 million for the three and six months ended August 2, 2025, respectively, compared with \$110 million and \$216 million in the comparable prior-year periods. The increase was primarily due to higher average debt levels.

Provision for Income Taxes

Our effective income tax rates for the three and six months ended August 2, 2025, were 23.2 percent and 24.2 percent, respectively, compared with 22.9 percent and 22.8 percent in the comparable prior-year periods. For the three month period, the increase is driven by the impact of Pillar Two global minimum taxes. For the six month period, the increase reflects discrete tax expense in the current year, primarily related to share-based compensation, and the impact of Pillar Two global minimum taxes.

On July 4, 2025, the U.S. enacted new legislation that includes several U.S. corporate tax provisions, including restoring immediate deductibility of certain capital expenditures, restoring full expensing of domestic research and development costs, and changes in the computations of U.S. taxation on international earnings. We expect the provisions of the legislation to result in a favorable timing shift in our U.S. cash tax payments, with no material impact on our income tax expense.

Reconciliation of Non-GAAP Financial Measures to GAAP Measures

To provide additional transparency, we disclose non-GAAP adjusted diluted earnings per share (Adjusted EPS). This metric excludes certain items presented below. We believe this information is useful in providing period-to-period comparisons of the results of our operations. This measure is not in accordance with, or an alternative to, generally accepted accounting principles in the U.S. (GAAP). The most comparable GAAP measure is diluted earnings per share. Adjusted EPS should not be considered in isolation or as a substitution for analysis of our results as reported in accordance with GAAP. Other companies may calculate Adjusted EPS differently, limiting the usefulness of the measure for comparisons with other companies.

Reconciliation of Non-GAAP Adjusted EPS	Three Months Ended			Three Months Ended		
	August 2, 2025			August 3, 2024		
	Pretax	Net of Tax	Per Share	Pretax	Net of Tax	Per Share
(millions, except per share data)						
GAAP and Adjusted EPS			\$ 2.05			\$ 2.57

Reconciliation of Non-GAAP Adjusted EPS	Six Months Ended			Six Months Ended		
	August 2, 2025			August 3, 2024		
	Pretax	Net of Tax	Per Share	Pretax	Net of Tax	Per Share
(millions, except per share data)						
GAAP diluted earnings per share			\$ 4.32			\$ 4.60
Adjustments						
Interchange fee settlements ^(a)	\$ (593)	\$ (441)	\$ (0.97)	\$ —	\$ —	\$ —
Adjusted EPS			\$ 3.35			\$ 4.60

^(a) [Note 3](#) to the Financial Statements provides additional information.

Earnings before interest expense and income taxes (EBIT) and earnings before interest expense, income taxes, depreciation, and amortization (EBITDA) are non-GAAP financial measures. We believe these measures provide meaningful information about our operational efficiency compared with our competitors by excluding the impact of differences in tax jurisdictions and structures, debt levels, and, for EBITDA, capital investment. These measures are not in accordance with, or an alternative to, GAAP. The most comparable GAAP measure is net earnings. EBIT and EBITDA should not be considered in isolation or as a substitution for analysis of our results as reported in accordance with GAAP. Other companies may calculate EBIT and EBITDA differently, limiting the usefulness of the measures for comparisons with other companies.

EBIT and EBITDA	Three Months Ended			Six Months Ended		
	August 2, 2025	August 3, 2024	Change	August 2, 2025	August 3, 2024	Change
(dollars in millions)						
Net earnings	\$ 935	\$ 1,192	(21.5)%	\$ 1,971	\$ 2,134	(7.6)%
+ Provision for income taxes	283	353	(19.9)	629	630	(0.2)
+ Net interest expense	116	110	6.3	232	216	7.5
EBIT	\$ 1,334	\$ 1,655	(19.3)%	\$ 2,832	\$ 2,980	(5.0)%
+ Total depreciation and amortization ^(a)	770	743	3.6	1,558	1,461	6.6
EBITDA	\$ 2,104	\$ 2,398	(12.2)%	\$ 4,390	\$ 4,441	(1.2)%

^(a) Represents total depreciation and amortization, including amounts classified within Depreciation and Amortization and within Cost of Sales.

We have also disclosed after-tax ROIC, which is a ratio based on GAAP information, with the exception of the add-back of operating lease interest to operating income. We believe this metric is useful in assessing the effectiveness of our capital allocation over time. Other companies may calculate ROIC differently, limiting the usefulness of the measure for comparisons with other companies.

After-Tax Return on Invested Capital

(dollars in millions)

Numerator	Trailing Twelve Months	
	August 2, 2025	August 3, 2024 ^(a)
Operating income	\$ 5,425	\$ 6,113
+ Net other income	99	102
EBIT	5,524	6,215
+ Operating lease interest ^(b)	166	146
- Income taxes ^(c)	1,305	1,427
Net operating profit after taxes	\$ 4,385	\$ 4,934

Denominator	August 2, 2025	August 3, 2024	July 29, 2023
Current portion of long-term debt and other borrowings	\$ 1,136	\$ 1,640	\$ 1,106
+ Noncurrent portion of long-term debt	15,320	13,654	14,926
+ Shareholders' investment	15,420	14,429	11,990
+ Operating lease liabilities ^(d)	3,883	3,786	3,104
- Cash and cash equivalents	4,341	3,497	1,617
Invested capital	\$ 31,418	\$ 30,012	\$ 29,509
Average invested capital ^(e)	\$ 30,715	\$ 29,760	

After-tax return on invested capital ^(f)	14.3 %	16.6 %
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^(a) The trailing twelve months ended August 3, 2024, consisted of 53 weeks compared with 52 weeks in the current-year period.

^(b) Represents the add-back to operating income driven by the hypothetical interest expense we would incur if the property under our operating leases was owned or accounted for under finance leases. Calculated using the discount rate for each lease and recorded as a component of rent expense within Operating Income. Operating lease interest is added back to Operating Income in the ROIC calculation to control for differences in capital structure between us and our competitors.

^(c) Calculated using the effective tax rates, which were 22.9 percent and 22.4 percent for the trailing twelve months ended August 2, 2025, and August 3, 2024, respectively. For the trailing twelve months ended August 2, 2025, and August 3, 2024, includes tax effect of \$1.3 billion and \$1.4 billion, respectively, related to EBIT and \$38 million and \$33 million, respectively, related to operating lease interest.

^(d) Total short-term and long-term operating lease liabilities included within Accrued and Other Current Liabilities and Noncurrent Operating Lease Liabilities, respectively.

^(e) Average based on the invested capital at the end of the current period and the invested capital at the end of the comparable prior period.

^(f) For the trailing twelve months ended August 2, 2025, includes the impact of after-tax net gains on interchange fee settlements, which increased after-tax ROIC by 1.4 percentage points. [Note 3](#) to the Financial Statements provides additional information.

Analysis of Financial Condition

Liquidity and Capital Resources

Capital Allocation

We follow a disciplined and balanced approach to capital allocation based on the following priorities, ranked in order of importance: first, we fully invest in opportunities to profitably grow our business, create sustainable long-term value, and maintain our current operations and assets; second, we maintain a competitive quarterly dividend and seek to grow it annually; and finally, we return any excess cash to shareholders by repurchasing shares within the limits of our credit rating goals.

Our cash and cash equivalents balance was \$4.3 billion, \$4.8 billion, and \$3.5 billion as of August 2, 2025, February 1, 2025, and August 3, 2024, respectively. Our cash and cash equivalents balance includes short-term investments of \$3.3 billion, \$3.9 billion, and \$2.5 billion as of August 2, 2025, February 1, 2025, and August 3, 2024, respectively. Our investment policy is designed to preserve principal and liquidity of our short-term investments. This policy allows investments in large money market funds or in highly-rated direct short-term instruments that mature in 60 days or less. We also place dollar limits on our investments in individual funds or instruments.

Operating Cash Flows

Cash flows provided by operating activities were \$2.4 billion and \$3.3 billion for the six months ended August 2, 2025, and August 3, 2024, respectively. The decrease reflects lower accounts payable leverage and the net earnings impact of lower sales, partially offset by gains on interchange fee settlements discussed in [Note 3](#) to the Financial Statements.

Inventory

Inventory was \$12.9 billion as of August 2, 2025, compared with \$12.7 billion and \$12.6 billion as of February 1, 2025, and August 3, 2024, respectively. The increase compared to August 3, 2024, reflects higher merchandise costs and continued investment in frequency categories.

Investing Cash Flows

Cash required for investing activities increased to \$1.9 billion for the six months ended August 2, 2025, compared to \$1.3 billion for the six months ended August 3, 2024, due to higher capital expenditures.

Dividends

We paid dividends totaling \$509 million (\$1.12 per share) and \$1,019 million (\$2.24 per share) for the three and six months ended August 2, 2025, respectively, and \$509 million (\$1.10 per share) and \$1,017 million (\$2.20 per share) for the three and six months ended August 3, 2024, respectively, a per share increase of 1.8 percent. We declared dividends totaling \$529 million (\$1.14 per share) during the second quarter of 2025 and \$527 million (\$1.12 per share) during the second quarter of 2024, a per share increase of 1.8 percent. We have paid dividends every quarter since our 1967 initial public offering, and it is our intent to continue to do so in the future.

Share Repurchase

We deployed \$251 million to repurchase shares during the six months ended August 2, 2025. See [Part II, Item 2, Unregistered Sales of Equity Securities and Use of Proceeds](#) of this Quarterly Report on Form 10-Q and [Note 9](#) to the Financial Statements for more information.

Financing

Our financing strategy is to ensure liquidity and access to capital markets, to maintain a balanced spectrum of debt maturities, and to manage our net exposure to floating interest rate volatility. Within these parameters, we seek to minimize our borrowing costs. Our ability to access the long-term debt and commercial paper markets has provided us with ample sources of liquidity. Our continued access to these markets depends on multiple factors, including the condition of debt capital markets, our operating performance, and maintaining strong credit ratings. As of August 2, 2025, our credit ratings were as follows:

Credit Ratings	Moody's	Standard and Poor's	Fitch
Long-term debt	A2	A	A
Commercial paper	P-1	A-1	F1

If our credit ratings were lowered, our ability to access the debt markets, our cost of funds, and other terms for new debt issuances could be adversely impacted. Each of the credit rating agencies reviews its rating periodically, and there is no guarantee our current credit ratings will remain the same as described above.

We issued \$1.0 billion of unsecured debt in both March and June 2025, and repaid \$1.5 billion of unsecured debt in April 2025. [Note 7](#) to the Financial Statements provides additional information.

We have the ability to obtain short-term financing from time to time under our commercial paper program and credit facilities. Our committed \$1.0 billion 364-day and \$3.0 billion unsecured revolving credit facilities that will expire in October 2025 and October 2028, respectively, provide a liquidity backstop to our commercial paper program. No balances were outstanding under either credit facility at any time during 2025 or 2024. There was no commercial paper outstanding as of either August 2, 2025, or August 3, 2024. [Note 7](#) to the Financial Statements provides additional information.

Most of our long-term debt obligations contain covenants related to secured debt levels. In addition to a secured debt level covenant, our credit facilities also contain a debt leverage covenant. We are, and expect to remain, in compliance with these covenants. Additionally, as of August 2, 2025, no notes or debentures contained provisions requiring acceleration of payment upon a credit rating downgrade, except that certain outstanding notes allow the note holders to put the notes to us if within a matter of months of each other we experience both (i) a change in control and (ii) our long-term credit ratings are either reduced and the resulting rating is non-investment grade, or our long-term credit ratings are placed on watch for possible reduction and those ratings are subsequently reduced and the resulting rating is non-investment grade.

We believe our sources of liquidity, namely operating cash flows, credit facility capacity, and access to capital markets, will continue to be adequate to meet our contractual obligations, working capital, and planned capital expenditures, finance anticipated expansion and strategic initiatives, fund debt maturities, pay dividends, and execute purchases under our share repurchase program for the foreseeable future.

New Accounting Pronouncements

We do not expect any recently issued accounting pronouncements to have a material effect on our financial statements.

Forward-Looking Statements

This report contains forward-looking statements, which are based on our current assumptions and expectations. These statements are typically accompanied by the words "anticipate," "believe," "could," "expect," "may," "might," "seek," "will," "would," or similar words. The principal forward-looking statements in this report include statements regarding: our future financial and operational performance, the adequacy of and costs associated with our sources of liquidity, the funding of debt maturities, the execution of our share repurchase program, our expected capital expenditures and new lease commitments, the expected compliance with debt covenants, the expected impact of new accounting pronouncements, our intentions regarding future dividends, the expected return on plan assets, the expected outcome of, and adequacy of our reserves for, claims, litigation, and the resolution of tax matters, and changes in our assumptions and expectations.

All such forward-looking statements are intended to enjoy the protection of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995, as amended. Although we believe there is a reasonable basis for the forward-looking statements, our actual results could be materially different. The most important factors which could cause our actual results to differ from our forward-looking statements are set forth in our description of risk factors included in Part I, Item 1A, Risk Factors of our [Form 10-K](#) for the fiscal year ended February 1, 2025, which should be read in conjunction with the forward-looking statements in this report. Forward-looking statements speak only as of the date they are made, and we do not undertake any obligation to update any forward-looking statement.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes in our primary risk exposures or management of market risks from those disclosed in Part II, Item 7A, Quantitative and Qualitative Disclosures About Market Risk of our [Form 10-K](#) for the fiscal year ended February 1, 2025.

Item 4. Controls and Procedures

Changes in Internal Control Over Financial Reporting

There were no changes during the most recent fiscal quarter that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this quarterly report, we conducted an evaluation, under supervision and with the participation of management, including the chief executive officer and chief financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rules 13a-15 and 15d-15 of the Securities Exchange Act of 1934, as amended (Exchange Act). Based upon that evaluation, our chief executive officer and chief financial officer concluded that our disclosure controls and procedures are effective at a reasonable assurance level. Disclosure controls and procedures are defined by Rules 13a-15(e) and 15d-15(e) of the Exchange Act as controls and other procedures that are designed to ensure that information required to be disclosed by us in reports filed with the SEC under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in reports filed under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, or persons performing similar functions, as appropriate, to allow timely decisions regarding required disclosure.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

For the quarterly period ended August 2, 2025, no response is required under Item 103 of Regulation S-K, nor have there been any material developments for any previously reported legal proceedings.

Item 1A. Risk Factors

There have been no material changes to the risk factors described in Part I, Item 1A, Risk Factors of our [Form 10-K](#) for the fiscal year ended February 1, 2025.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

On August 11, 2021, our Board of Directors authorized a \$15 billion share repurchase program with no stated expiration. Under the program, we have repurchased 33.2 million shares of common stock for a total investment of \$6.6 billion. As of August 2, 2025, the dollar value of shares that may yet be purchased under the program is \$8.4 billion. There were no Target common stock purchases made during the three months ended August 2, 2025, by Target or any "affiliated purchaser" of Target, as defined in Rule 10b-18(a) (3) under the Exchange Act.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Not applicable.



Item 6. Exhibits

3.1	<u>Amended and Restated Articles of Incorporation of Target Corporation (as amended through June 9, 2010) (filed as Exhibit (3)A to Target's Current Report on Form 8-K on June 10, 2010 and incorporated herein by reference).</u>
3.2	<u>Bylaws of Target Corporation (as amended and restated through January 15, 2025) (filed as Exhibit 3.2 to Target's Current Report on Form 8-K on January 17, 2025, and incorporated herein by reference).</u>
10.23 **	<u>Transition Agreement, dated as of May 20, 2025, among Target Corporation, Target Enterprise, Inc., and A. Christina Hennington</u>
10.24 **	<u>Transition Agreement, dated as of May 20, 2025, among Target Corporation, Target Enterprise, Inc., and Amy Tu</u>
31.1 **	<u>Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
31.2 **	<u>Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
32.1 ***	<u>Certification of the Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
32.2 ***	<u>Certification of the Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
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 **	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

** Filed herewith.

*** Furnished herewith.

SIGNATURES

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

TARGET CORPORATION

Dated: August 29, 2025

By: /s/ Jim Lee

Jim Lee
Executive Vice President and
Chief Financial Officer
(Duly Authorized Officer and
Principal Financial Officer)

/s/ Matthew A. Liegel

Matthew A. Liegel
Senior Vice President, Chief Accounting Officer
and Controller
(Principal Accounting Officer)

TRANSITION AGREEMENT

THIS TRANSITION AGREEMENT (the "Agreement") is made and entered into effective as of the last date of signature set forth below, by and among Target Corporation, a Minnesota corporation ("Target"), Target Enterprise, Inc. ("Target Enterprise"), a subsidiary of Target (Target and Target Enterprise, collectively, the "Company"), and A. Christina Hennington ("Executive").

RECITALS

WHEREAS, Executive is employed as the Company's Executive Vice President & Chief Strategy & Growth Officer;

WHEREAS, Executive's service as Executive Vice President & Chief Strategy & Growth Officer will end on May 25, 2025, at which time Executive will begin serving as a strategic advisor employed by the Company for an established period ("Strategic Advisory Period");

WHEREAS, At the conclusion of the Strategic Advisory Period, the Company and Executive will end their entire relationship as employer and employee, respectively, on terms that may entitle Executive to benefits under Target's Income Continuation Plan;

WHEREAS, The following terms, together with any documents referenced herein, constitute the entire terms of Executive's employment during this transition period and settlement of all Executive's rights, remedies, and obligations flowing from Executive's employment with the Company and the termination of that employment relationship.

AGREEMENT

NOW, THEREFORE, In consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive, intending to be legally bound, acknowledge and agree as follows:

1. Strategic Advisory Period. On May 25, 2025, Executive will step down as the Company's Executive Vice President & Chief Strategy & Growth Officer and begin serving as a strategic advisor to the Company. During the Strategic Advisory Period, Executive will assist with the transition of her responsibilities and perform such other duties as may be assigned by the Chief Executive Officer ("CEO") or the CEO's delegate. Executive will devote such time, effort and attention to the business of the Company during the Strategic Advisory Period as requested by the Company. To ensure compliance with applicable legal requirements throughout the Strategic Advisory Period, the parties agree that the level of services Executive regularly provides will exceed twenty percent (20%) of a full-time schedule. Executive will fully comply with the standard policies, procedures, and practices of the Company that are in effect during the Strategic Advisory Period. Upon the commencement of the Strategic Advisory Period, Executive will cease to be a Section 16 "officer" of the Company within the meaning of Section 16a-1(f) of the Securities Exchange Act of 1934. Unless terminated earlier pursuant to Section 7, the Strategic Advisory Period will end on September 7, 2025. At the end of the Strategic Advisory Period, the employer-employee relationship of Executive and the Company will terminate (such date is referred to as the "Separation Date").

2. Base Salary. Throughout the Strategic Advisory Period, the Company will pay to Executive the rate of base salary in effect immediately prior to the start of the Strategic Advisory Period. Such salary shall be payable in accordance with the Company's customary payroll practices applicable to executives.

3. Short-Term Incentive Plan. Throughout the Strategic Advisory Period, Executive will continue to participate in the Company's Short-Term Incentive Plan for Leadership Team members. Executive's benefit will continue to be governed by all terms of the Short-Term Incentive Plan.

4. Long-Term Incentive Plan. Executive's outstanding Performance Share Units and Performance Based Restricted Stock Units will continue to be governed by all terms of the applicable award agreements and the Long-Term Incentive Plan. The vested percentage, if any, of each Long-Term Incentive award will be determined as of Executive's Separation Date.

5. Benefits.

- (a) Executive will be entitled to participate in all employee benefit plans and programs of the Company in effect until the Separation Date, specifically including the Company's medical plan and executive physical program, to the extent that Executive meets the eligibility requirements for each individual plan or program. The Company provides no assurance as to the adoption or continuance of any particular plan or program, and Executive's participation in any such plan or program will be pursuant to the provisions, rules and regulations applicable thereto. Executive's participation as an active employee in such plans and programs will end on or about the Separation Date. Except as specified above, Executive's rights under such plans, including any rights to continue benefits, will be determined as of the Separation Date; and
- (b) Provided Executive signs and does not revoke this Agreement and the Release described in Section 13, the Company shall pay up to \$30,000 for Executive's reasonable outplacement services through September 7, 2026. Such outplacement fees shall be paid by the Company directly to the outplacement firm engaged by Executive after submission of its invoices to the Company.

6. Income Continuation Payments. As of the Separation Date, Executive shall be entitled to the equivalent of twenty-four (24) months of income continuation payments as further described in Exhibit A, provided Executive signs and does not revoke this Agreement and the Release described in Section 13. Such income continuation payments are subject and pursuant to the terms and conditions of the Income Continuation Plan and this Agreement.

7. Termination During Strategic Advisory Period.

- (a) Voluntarily by Executive. During the Strategic Advisory Period, Executive may terminate her employment voluntarily at any time. Upon such a voluntary termination by Executive, each of the Company and Executive will be released from any and all further obligations under this Agreement except: (i) that the Company will pay to Executive the base salary earned by Executive as of the Separation Date and the income continuation payments described in Section 6; and (ii) as described in Section 7(d);
- (b) By Company without Cause. During the Strategic Advisory Period, the Company may terminate this Agreement for any reason. Upon any termination without Cause, each of the Company and Executive will be released from any and all further obligations under this Agreement except: (i) that the Company will pay to Executive the base salary that would have been earned by Executive if she had remained employed through September 7, 2025, and the income continuation payments described in Section 6; and (ii) as described in Section 7(d);
- (c) By Company with Cause. During the Strategic Advisory Period, the Company may terminate this Agreement for "Cause" as defined in the 2020 Target Corporation Long-Term Incentive Plan. Upon any termination for Cause, each of the Company and Executive will be released from any and all further obligations under this Agreement except: (i) that the Company will pay to Executive the base salary earned by Executive as of the Separation Date; and (ii) as described in Section 7(d); and

- (d) Continuing Obligations. Regardless of the reason for termination the parties' respective obligations under Sections 4, 6, 8, 9, 10, 11, and 13 hereof shall survive any termination of this Agreement and Executive's employment and be binding on the parties.

8. Cooperation. Following the Separation Date, the Company may request that Executive consult or cooperate with the Company (including, without limitation, providing truthful information to the Company or serving as a witness or testifying at the Company's request without subpoena). Executive agrees to be available at mutually agreeable times to perform such duties and provide such cooperation in connection with the various business and legal matters in which Executive was involved or of which Executive has knowledge as a result of Executive's employment with the Company. In so consulting or cooperating, Executive shall be reimbursed her reasonable out-of-pocket expenses. In addition, Executive agrees to return all Company property, including any copies or duplicates, in Executive's possession on or before the Separation Date.

9. Prohibited Activities. In exchange for the income continuation payments, Executive agrees to comply with the Company's standard post-employment covenants as set forth below. Specifically, during her employment and until twenty-four months after the Separation Date, Executive agrees to refrain from doing any of the following:

- (a) accepting employment with, becoming a director of, or directly or indirectly becoming a consultant or advisor to, or performing any services for, a member of the Company's retail peer group listed on page 50 of the Company's 2025 Proxy Statement filed with the U.S. Securities and Exchange Commission, or any parent, subsidiary, division or affiliate of any such retail peer (examples of affiliates include entities under common control, joint venture partners and e-commerce affiliates);
- (b) using or disclosing Confidential Information, as defined in this Section 9, for or to any person or organization not expressly authorized by the Company to receive or use such information, subject to those permitted communications outlined in this Section 9;
- (c) directly or indirectly inducing, soliciting, or requesting any Company employee to accept employment or a consulting relationship with, or perform services for, anyone other than the Company, or to otherwise take any action detrimental to the relationships between the Company and its employees;
- (d) disparaging the Company or any of its directors, officers, or employees in a manner that causes, or is intended to cause, significant harm to the Company; and
- (e) directly or indirectly: (i) effecting, offering or proposing or in any way assisting any other person to effect, offer or propose: (A) any acquisition of any securities or rights or options to acquire any securities of the Company (other than ownership of less than 0.1% of the Company's outstanding shares and investments in publicly available mutual funds or exchange traded funds), (B) any tender or exchange offer, merger or other business combination involving the Company, (C) any recapitalization, restructuring, sale of assets, liquidation, dissolution or other extraordinary transaction with respect to the Company, or (D) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Securities and Exchange Commission); (ii) forming, joining or in any way participating in a "group" (as defined under Securities Exchange Act of 1934, as amended) with respect to the Company or otherwise act in concert with any person in respect of any securities of the Company; (iii) otherwise acting, alone or in concert with others, to seek representation on or to control or influence the management, the Board of Directors or policies of the Company or to obtain representation on the Board of Directors; or (iv) entering into any discussions or arrangements with any third party with respect to any of the foregoing.

Notwithstanding any other provision of this Agreement to the contrary, nothing herein shall prohibit Executive from: (i) communicating, without notice to the Company, with any government agency or regulator concerning any possible violations of federal or state law or regulation; or (ii) receiving any applicable award for information provided to any such government agency or regulator concerning any possible violations of federal or state law or regulation. The Company nonetheless asserts and does not waive its attorney-client privilege over any information appropriately protected by the privilege.

“Confidential Information” includes, without limitation, employee data and information obtained pursuant to Executive’s duties and responsibilities (including, but not limited to, personnel decisions relating to employees and applicants), present, past and future strategies, research, plans, and proposals (including but not limited to, customer, marketing, merchandising, sourcing, store operations, technology, assets protection, logistics, pricing, distribution, benefits and compensation strategies, plans and proposals), financial information, and present, past and future personnel, labor relations, vendor, contractor, and partner strategies, plans, practices, policies, training programs and goals. Confidential Information of the Company and any of its affiliates is a valuable, special and unique asset.

10. Termination. Pursuant to Income Continuation Plan Sections 3.6 and 3.8, and in addition to any other remedies available to the Company, in the event Executive breaches any of Executive’s obligations under the Income Continuation Plan or this Agreement, then: (a) the Company may be relieved of all liability and obligations to make payments under the Income Continuation Plan or this Agreement, (b) Executive’s outstanding Long-Term Incentive Plan awards may be terminated immediately, and/or (c) the Company may demand and Executive shall return any Long-Term Incentive Plan payouts or income continuation payments provided under this Agreement. Even if payments and benefits are terminated pursuant to this Section 10 or Section 11, Executive’s obligations under Sections 9, 10, 11 and 12, as well as the release addressed in Section 13, shall remain in full force and effect.

11. Enforcement. In the event of a breach or threatened breach by Executive of any of the post-employment covenants in Subsections 9 (b)-(e) of this Agreement, the Company shall be entitled to an injunction restraining Executive from breaching, in whole or in part, any of her duties, obligations, or covenants in that Section. Executive acknowledges that such remedy is appropriate. For purposes of a court issuing injunctive relief, Executive waives any argument relating to irreparable injury, success on the merits of the Company’s claims, or the underlying enforceability of this Agreement. Executive agrees that an appropriate court may issue injunctive relief without addressing these issues, and that a temporary or preliminary injunctive order should be issued without prejudice to any final decision that may later be reached affecting the parties’ rights or obligations under this Agreement. Nothing in this Agreement shall be construed as prohibiting the Company from pursuing any additional or other remedy or remedies available to it for such breach or threatened breach, including, but not limited to, the other remedies specifically provided for in this Agreement and the recovery of damages.

12. Acceptance Period. Executive understands that the terms of this Agreement shall be open for acceptance for a period of fourteen (14) days from the date she receives this Agreement, and a signed copy of this Agreement must be delivered to amy.tu@target.com within that period. During this time, Executive may consider whether or not to accept this Agreement or seek counsel to advise her regarding the same. Executive agrees that changes to this Agreement, whether material or immaterial, will not restart this acceptance period.

13. Release of Executive Claims. Executive agrees to sign, deliver and not revoke a release of substantially similar content to the release in Exhibit B within the applicable consideration period. The Company will provide Executive with such release on or around the Separation Date.

14. Miscellaneous.

(a) *Counsel.* The Company advises Executive to seek counsel regarding this Agreement.

- (b) *Clawbacks.* Notwithstanding any other provision of this Agreement to the contrary, certain compensation addressed in this Agreement is subject to recovery in accordance with the terms of the Company's Clawback Policy and/or Recoupment Policy (the "Policies"), in the event such Policies are triggered. This Agreement may be unilaterally amended to comply with the Policies. Executive agrees and consents to the Company's application, implementation and enforcement of: (i) the Policies or any similar policy established by the Company that may apply to Executive, and (ii) any provision of applicable law relating to cancellation, rescission, or recoupment of compensation, and expressly agrees that the Company may take such actions as are necessary to effectuate the Policies or applicable law without further consent or action being required by Executive.
- (c) *Notification.* For twenty-four months beginning on the Separation Date, Executive shall notify the Company's Chief Human Resources Officer in writing as soon as practicable after Executive becomes an employee, officer or director of, or consultant for, any entity.
- (d) *Complete Agreement; Governing Documents.* This Agreement, together with separately executed release and the plans and Long-Term Incentive Plan agreements referred to herein, shall constitute the entire agreement and understanding of the Company's obligation to provide compensation and benefits to Executive. This Agreement shall supersede all prior and contemporaneous written or verbal agreements and understandings between Executive and the Company relating to such subject matter, specifically including Executive's Restrictive Covenant Agreement. To the extent the terms of this Agreement conflict with the terms of the Income Continuation Plan, the terms of this Agreement will control. To the extent the terms of this Agreement conflict with the terms of the Long-Term Incentive Plan or the Long-Term Incentive Plan agreements, the terms of Long-Term Incentive Plan or the Long-Term Incentive Plan agreements will control. This Agreement may only be amended by written instrument signed by Executive and a duly authorized employee of the Company.
- (e) *Successors and Assigns.* This Agreement and all rights hereunder are personal to Executive and may not be transferred or assigned by Executive at any time. The Company may assign its rights, together with its obligations hereunder, to any parent, subsidiary, affiliate or successor, or in connection with any sale, transfer or other disposition of all or substantially all of its business and assets, provided, however, that any such assignee assumes the Company's obligations hereunder.
- (f) *Construction and Governing Law.* The Income Continuation Plan and its implementation pursuant to this Agreement are intended to be a welfare benefit plan subject to the applicable requirements of the Employee Retirement Income Security Act. The Income Continuation Plan and this Agreement shall be administered and construed consistently with that intent and with the applicable provisions of the Internal Revenue Code. If any provision of this Agreement as applied to any party or to any circumstance should be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the invalidity of that provision shall in no way affect (to the maximum extent permissible by law) the application of such provision under circumstances different from those adjudicated by the court, the application of any other provision of this Agreement, or the enforceability or invalidity of this Agreement as a whole.
- (g) *Jurisdiction and Venue.* Executive and the Company consent to jurisdiction of the courts of the State of Minnesota and/or the federal courts, District of Minnesota, for the purpose of resolving all issues of law, equity, or fact, arising out of or in connection with this Agreement that are not subject to the ICP's claims procedure. Any action involving claims of a breach of this Agreement must be brought in such

courts. Each party consents to personal jurisdiction over such party in the state and/or federal courts of Minnesota and hereby waives any defense of lack of personal jurisdiction. Venue, for the purpose of all such suits, will be in Hennepin County, State of Minnesota.

- (h) *Section 409A.* The income continuation payments described in Section 6 and the Long-Term Incentive Plan awards described in Section 4 of this Agreement are intended to comply with the requirements of section 409A of the Internal Revenue Code.
- (i) *Counterparts.* This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth below.

Target Corporation:

By: /s/ Melissa Kremer

Name: Melissa Kremer

Title: Executive Vice President &
Chief Human Resources Officer

Date: 5/20/25

A. Christina Hennington

/s/ A. Christina Hennington

Date: 5/12/25

Target Enterprise, Inc.:

By: /s/ Melissa Kremer

Name: Melissa Kremer

Title: Executive Vice President &
Chief Human Resources Officer

Date: 5/20/25

Exhibit A

Income Continuation Payments

Subject and pursuant to the terms and conditions of the Income Continuation Plan and this Agreement and provided Executive signs and does not revoke this Agreement and the release described in Section 13, Executive shall be entitled to the equivalent of twenty-four (24) months of income continuation payments paid on a bi-weekly basis. Such income continuation payments shall have a total value of \$2,621,008, and are calculated using the Executive's current base salary and the average of the annual bonuses paid to Executive for fiscal years 2024, 2023, and 2022. The initial payment shall be made on April 10, 2026, and will represent twelve (12) suspended bi-weekly payments and one regularly scheduled bi-weekly payment. Each of the remaining thirty-nine (39) bi-weekly payments will be made on consecutive Company payroll dates beginning on April 24, 2026. The payments shall be reduced for taxes and other amounts the Company reasonably determines are required to be withheld by the Company.

Exhibit B

Model Release

1. **Definitions.** The definitions below are intended solely for the purpose of this release. All words used in this release are intended to have their plain meanings in ordinary English, except that capitalized words not defined in this Exhibit shall have the same meaning as in that certain Transition Agreement (the "Agreement"). Specific terms in this release have the following meanings:
 - (a) "Executive" includes Executive and anyone who has or obtains any legal rights or claims through Executive.
 - (b) "Target" means Target Corporation and any company related to Target Corporation in the present or past (including without limitation, its predecessors, parents, subsidiaries, affiliates and divisions) and any successor of Target Corporation.
 - (c) "Corporation" means Target and any company providing insurance to Target in the present or past, any employee benefit plan sponsored or maintained by Target in the present or past and the present and past fiduciaries of any such plans, Target's present and past officers, directors, employees, committees and agents and any person who acted on behalf of Target or on instructions from Target.
 - (d) "Executive Claims" means all of the rights Executive has now to any relief of any kind from the Corporation, including without limitation:
 - (i) all claims arising out of or relating to Executive's service with Target and Executive's service termination; and
 - (ii) all claims arising out of or relating to statements, actions, or omissions of the Corporation; and
 - (iii) all claims for any alleged unlawful discrimination, harassment, retaliation or reprisal, or other alleged unlawful practices arising under any federal, state, or local statute, ordinance, or regulations, including without limitation, claims under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, 42 U.S.C § 1981, the Employee Retirement Income Security Act, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, the Fair Credit Reporting Act, the Minnesota Human Rights Act, and workers' compensation non-interference or non-retaliation statutes; and
 - (iv) all claims for alleged wrongful discharge; breach of contract; breach of implied contract; failure to keep any promise; breach of a covenant of good faith and fair dealing; breach of fiduciary duty; estoppel; defamation; infliction of emotional distress; fraud; misrepresentation; negligence; harassment; retaliation or reprisal; constructive discharge; assault; battery; false imprisonment; invasion of privacy; interference with contractual or business relationships; any other wrongful employment practices; and violation of any other principle of common law; and
 - (v) all claims for compensation of any kind, including without limitation, bonuses, commissions, stock, stock options or other equity interests, vacation pay, perquisites, and expense reimbursements; and

- (vi) all claims for back pay, front pay, severance pay or income continuation under any Company plan, program, or agreement, reinstatement, equitable relief, compensatory damages, damages for alleged personal injury, liquidated damages, and punitive damages; and
- (vii) all claims for attorney's fees, costs, and interest.

However, Executive Claims do not include any claims related to post-termination benefits accrued before the Separation Date under the generally-applicable terms of benefit plans or programs maintained by the Corporation (including without limitation, Executive's rights under the Company's Short-Term Incentive Plan and Long-Term Incentive Plan and related agreements), claims relating to Executive's rights as a shareholder of the Company, claims that the law does not allow to be waived, claims that may arise after the date on which Executive signs this release, claims relating to the enforcement of the Agreement, or claims for defense, indemnification or contribution to the maximum extent permitted under the laws of the State of Minnesota, including without limitation Minn. Stat. § 302A.521, or otherwise for claims brought against Executive in her capacity as an officer, attorney, employee or agent of the Corporation. This paragraph does not preclude Executive from bringing a charge of discrimination with the EEOC however, Executive hereby agrees to give up any right to receive compensation or damages as a result of such a charge.

2. Agreement to Execute Release of Executive Claims. In exchange for all consideration provided by the Agreement, Executive gives up and releases all Executive Claims. Executive will not make any demands or claims against the Corporation for compensation or damages relating to Executive Claims.

TRANSITION AGREEMENT

THIS TRANSITION AGREEMENT (the "Agreement") is effective as of the date of the last signature below, and made by and among Target Corporation, a Minnesota corporation, Target Enterprise, Inc. ("Target Enterprise") a subsidiary of Target Corporation (Target Corporation and Target Enterprise collectively, the "Company") and Amy Tu ("Executive").

RECITALS

WHEREAS, Executive is employed by the Company as its Executive Vice President & Chief Legal & Compliance Officer;

WHEREAS, Executive will step down from her role as Executive Vice President & Chief Legal & Compliance Officer on May 21, 2025;

WHEREAS, Following a brief transition period, the employment relationship between the Company and Executive will end due to termination by the Company without cause on June 1, 2025, entitling Executive to benefits under the Company's Income Continuation Plan ("ICP");

WHEREAS, the following terms, together with any documents referenced herein, constitute the entire terms of Executive's employment and settlement of all Executive's rights, remedies, and obligations flowing from Executive's employment with the Company and the severance and termination of that employment relationship.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive, intending to be legally bound, acknowledge and agree as follows:

1. Transition Timing. Executive's last active day at work will be May 21, 2025. Executive will then support the transition of her responsibilities until June 1, 2025, at which time the employer-employee relationship of Executive and Target Enterprise will be terminated (the "Separation Date").

2. Salary. Executive will be paid her regular base rate of salary for services rendered as an employee through the Separation Date. Target Enterprise further agrees that Executive's regular salary will continue through the last day of the payroll period that includes the Separation Date. Salary payments are subject to all required and voluntary withholdings. Such payments will be made in accordance with Target Enterprise's standard payroll practices as in effect at the time of payment.

3. Income Continuation Payments. As of the Separation Date, Executive shall be entitled to the equivalent of twenty-four (24) months of income continuation payments as further described in Exhibit A, provided Executive signs and does not revoke this Agreement and the release described in Section 11. Such income continuation payments are subject and pursuant to the terms and conditions of the Income Continuation Plan and this Agreement.

4. Incentives.

(a) Executive's rights, if any, under the Target Corporation Long-Term Incentive Plan will be determined under the terms of such plan and the applicable award agreements. Executive's outstanding Performance Share Units, Performance-Based Restricted Stock Units, and Restricted Stock Units will continue to be governed by all terms of the applicable award agreements and the Long-Term Incentive Plan.

(b) Executive will not be eligible for a 2025 Short-Term Incentive Plan benefit.

5. Benefits. Executive is entitled to continue to participate in her elected employee benefit plans and programs through the Separation Date, pursuant to the provisions, rules and regulations applicable to each such plan or program. Following the Separation Date, Executive may elect to continue participating in certain plans and programs (e.g., extending medical coverage through COBRA).

6. Outplacement. Provided Executive signs and does not revoke this Agreement and the release described in Section 11, the Company shall pay up to \$30,000 for Executive's reasonable outplacement services through June 1, 2026. Such outplacement fees shall be paid by the Company directly to the outplacement firm engaged by Executive after submission of its invoices to the Company.

7. Cooperation. Following the Separation Date, the Company may request that Executive consult or cooperate with the Company (including, without limitation, providing truthful information to the Company or serving as a witness or testifying without subpoena). Executive agrees to be available at mutually agreeable times to perform such duties and provide such cooperation in connection with the various business and legal matters in which Executive was involved or of which Executive has knowledge as a result of Executive's employment with the Company. In so consulting or cooperating, Executive will be reimbursed her reasonable out-of-pocket expenses.

8. Prohibited Activities. In exchange for the income continuation payments, Executive agrees to comply with the post-employment covenants as set forth below, which will apply in addition to, and not in lieu of, the post-employment covenants included in that certain Restrictive Covenant Agreement between the Company and Executive dated July 1, 2024 (the "Restrictive Covenant Agreement"). Specifically, during her employment and until twenty-four months after the Separation Date (or such longer period specified below), Executive agrees to refrain from doing any of the following:

- (a) accepting employment with, becoming a director of, or directly or indirectly becoming a consultant or advisor to, or performing any services for, a member of the Company's retail peer group listed on page 50 of the Company's 2025 Proxy Statement filed with the U.S. Securities and Exchange Commission, or any parent, subsidiary, division or affiliate of any such retail peer (examples of affiliates include entities under common control, joint venture partners and e-commerce affiliates);
- (b) during her employment and thereafter, using or disclosing Confidential Information, as defined in this Section 8, for or to any person or organization not expressly authorized by the Company to receive or use such information, subject to those permitted communications outlined in this Section 8;
- (c) directly or indirectly inducing, soliciting, or requesting any Company employee to accept employment or a consulting relationship with, or perform services for, anyone other than the Company, or to otherwise take any action detrimental to the relationships between the Company and its employees;
- (d) making any statements, whether publicly or privately and whether verbal or in writing, that are in any way disparaging or negative towards the Company or any of its directors, officers, employees, stockholders, business operations, products or services; and
- (e) directly or indirectly: (i) effecting, offering or proposing or in any way assisting any other person to effect, offer or propose: (A) any acquisition of any securities or

rights or options to acquire any securities of the Company (other than ownership of less than 0.1% of the Company's outstanding shares and investments in publicly available mutual funds or exchange traded funds), (B) any tender or exchange offer, merger or other business combination involving the Company, (C) any recapitalization, restructuring, sale of assets, liquidation, dissolution or other extraordinary transaction with respect to the Company, or (D) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Securities and Exchange Commission); (ii) forming, joining or in any way participating in a "group" (as defined under Securities Exchange Act of 1934, as amended) with respect to the Company or otherwise act in concert with any person in respect of any securities of the Company; (iii) otherwise acting, alone or in concert with others, to seek representation on or to control or influence the management, the Board of Directors or policies of the Company or to obtain representation on the Board of Directors; or (iv) entering into any discussions or arrangements with any third party with respect to any of the foregoing.

Notwithstanding any other provision of this Agreement to the contrary, nothing herein shall prohibit Executive from: (i) communicating, without notice to the Company, with any government agency or regulator concerning any possible violations of federal or state law or regulation; or (ii) receiving any applicable award for information provided to any such government agency or regulator concerning any possible violations of federal or state law or regulation. The Company nonetheless asserts and does not waive its attorney-client privilege over any information appropriately protected by the privilege.

"Confidential Information" includes, without limitation, employee data and information obtained pursuant to Executive's duties and responsibilities (including, but not limited to, personnel decisions relating to employees and applicants), present, past and future strategies, research, plans, and proposals (including but not limited to, customer, marketing, merchandising, sourcing, store operations, technology, assets protection, logistics, pricing, distribution, benefits and compensation strategies, plans and proposals), financial information, and present, past and future personnel, labor relations, vendor, contractor, and partner strategies, plans, practices, policies, training programs and goals. Confidential Information of the Company and any of its affiliates is a valuable, special and unique asset.

9. Termination. Pursuant to Income Continuation Plan Sections 3.6 and 3.8, and in addition to any other remedies available to the Company, in the event Executive breaches any of Executive's obligations under the Income Continuation Plan or this Agreement, then, in the Company's sole discretion: (a) the Company may be relieved of all liability and obligations to make payments under the Income Continuation Plan or this Agreement, (b) Executive's outstanding Long-Term Incentive Plan awards may be terminated immediately, and/or (c) the Company may demand and Executive shall return any Long-Term Incentive Plan payouts or income continuation payments provided under this Agreement. Even if payments and benefits are terminated pursuant to this Section 9 or Section 10, Executive's obligations under Sections 7, 8, 9 and 10, as well as the release described in Section 11, shall remain in full force and effect.

10. Enforcement. In the event of a breach or threatened breach by Executive of any of the post-employment covenants in Subsections 8 (b)-(e) of this Agreement, the Company shall be entitled to an injunction restraining Executive from breaching, in whole or in part, any of her duties, obligations, or covenants in that Section. Executive acknowledges that such remedy is appropriate. For purposes of a court issuing injunctive relief, Executive waives any argument relating to irreparable injury, success on the

merits of the Company's claims, or the underlying enforceability of this Agreement. Executive agrees that an appropriate court may issue injunctive relief without addressing these issues, and that a temporary or preliminary injunctive order should be issued without prejudice to any final decision that may later be reached affecting the parties' rights or obligations under this Agreement. Nothing in this Agreement shall be construed as prohibiting the Company from pursuing any additional or other remedy or remedies available to it for such breach or threatened breach, including, but not limited to, the other remedies specifically provided for in this Agreement and the recovery of damages.

11. Release of Executive Claims. Executive agrees to sign, deliver and not revoke a release of substantially similar content to the release in Exhibit B within the applicable consideration period. The Company will provide Executive with such release promptly following the Separation Date.

12. Miscellaneous.

- (a) *Counsel*. The Company advises Executive to seek counsel regarding this Agreement.
- (a) *Professional Conduct*. Nothing in this Agreement is intended to conflict with a lawyer's ethical obligations or applicable rules of professional conduct ("RPCs"). The restrictive covenants in Section 8 of this Agreement shall be interpreted consistent with such RPCs including, but not limited to, those modeled on American Bar Association's Model Rules 1.6, 1.9 and 5.6 and do not apply to Executive's activities as legal counsel.
- (b) *Clawbacks*. Notwithstanding any other provision of this Agreement to the contrary, certain compensation addressed in this Agreement is subject to recovery in accordance with the terms of the Company's Clawback Policy and/or Recoupment Policy (the "Policies"), in the event such Policies are triggered. This Agreement may be unilaterally amended to comply with the Policies. Executive agrees and consents to the Company's application, implementation and enforcement of: (i) the Policies or any similar policy established by the Company that may apply to Executive, and (ii) any provision of applicable law relating to cancellation, rescission, or recoupment of compensation, and expressly agrees that the Company may take such actions as are necessary to effectuate the Policies or applicable law without further consent or action being required by Executive.
- (c) *Notification*. For twenty-four months beginning on the Separation Date, Executive shall notify the Company's Chief Human Resources Officer in writing as soon as practicable after Executive becomes an employee, officer or director of, or consultant for, any entity.
- (d) *Complete Agreement; Governing Documents*. This Agreement, together with the separately executed release, the plans and Long-Term Incentive Plan agreements referred to herein, the Restrictive Covenant Agreement, and that certain Sign-On Bonus & Relocation Assistance Repayment Agreement dated July 1, 2024, shall constitute the entire agreement and understanding of the Company's obligation to provide compensation and benefits to Executive. This Agreement shall supersede all other prior and contemporaneous written or verbal agreements and understandings between Executive and the Company relating to such subject matter. To the extent the terms of this Agreement conflict with the terms of the Income Continuation Plan, the terms of this Agreement will control. To the extent the terms of this Agreement conflict with the terms of the Long-Term Incentive Plan or the Long-Term Incentive Plan agreements, the terms of Long-Term Incentive Plan or the Long-Term Incentive Plan agreements will control. This Agreement

may only be amended by written instrument signed by Executive and a duly authorized employee of the Company.

- (e) *Successors and Assigns.* This Agreement and all rights hereunder are personal to Executive and may not be transferred or assigned by Executive at any time. The Company may assign its rights, together with its obligations hereunder, to any parent, subsidiary, affiliate or successor, or in connection with any sale, transfer or other disposition of all or substantially all of its business and assets, provided, however, that any such assignee assumes the Company's obligations hereunder.
- (f) *Construction and Governing Law.* The Income Continuation Plan and its implementation pursuant to this Agreement are intended to be a welfare benefit plan subject to the applicable requirements of the Employee Retirement Income Security Act. The Income Continuation Plan and this Agreement shall be administered and construed consistently with that intent and with the applicable provisions of the Internal Revenue Code. If any provision of this Agreement as applied to any party or to any circumstance should be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the invalidity of that provision shall in no way affect (to the maximum extent permissible by law) the application of such provision under circumstances different from those adjudicated by the court, the application of any other provision of this Agreement, or the enforceability or invalidity of this Agreement as a whole.
- (g) *Jurisdiction and Venue.* Executive and the Company consent to jurisdiction of the courts of the State of Minnesota and/or the federal courts, District of Minnesota, for the purpose of resolving all issues of law, equity, or fact, arising out of or in connection with this Agreement that are not subject to the ICP's claims procedure. Any action involving claims of a breach of this Agreement must be brought in such courts. Each party consents to personal jurisdiction over such party in the state and/or federal courts of Minnesota and hereby waives any defense of lack of personal jurisdiction. Venue, for the purpose of all such suits, will be in Hennepin County, State of Minnesota.
- (h) *Section 409A.* The income continuation payments described in Section 3 and the Long-Term Incentive Plan awards described in Section 4 of this Agreement are intended to comply with the requirements of section 409A of the Internal Revenue Code.
- (i) *Counterparts.* This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth below.

Target Corporation:

By: /s/ Melissa Kremer

Name: Melissa Kremer

Title: EVP & Chief Human Resources Officer

Date: 5/20/25

/s/ Amy Tu
Amy Tu

Date: 05/16/25

Target Enterprise, Inc.:

By: /s/ Melissa Kremer

Name: Melissa Kremer

Title: EVP & Chief Human Resources Officer

Date: 5/20/25

Exhibit A

Income Continuation Payments

Subject and pursuant to the terms and conditions of the Income Continuation Plan and this Agreement and provided Executive signs and does not revoke this Agreement and the release described in Section 11, Executive shall be entitled to the equivalent of twenty-four (24) months of income continuation payments paid on a bi-weekly basis. Such income continuation payments shall have a total value of \$3,002,844, and are calculated using the Executive's base salary and annualized fiscal year 2024 bonus. The initial payment shall be made on December 5, 2025, and will represent twelve (12) suspended bi-weekly payments and one regularly scheduled bi-weekly payment. Each of the remaining thirty-nine (39) bi-weekly payments will be made on consecutive Company payroll dates beginning on December 19, 2025. The payments shall be reduced for taxes and other amounts the Company reasonably determines are required to be withheld by the Company.

Exhibit B

Model Release

1. **Definitions.** The definitions below are intended solely for the purpose of this release. All words used in this release are intended to have their plain meanings in ordinary English, except that capitalized words not defined in this Exhibit B shall have the same meaning as in the Agreement. Specific terms in this release have the following meanings:

- (a) “Executive” includes Executive and anyone who has or obtains any legal rights or claims through Executive.
- (b) “Target” means Target Corporation and any company related to Target Corporation in the present or past (including without limitation and Target’s predecessors, parents, subsidiaries, affiliates and divisions) and any successor of Target Corporation.
- (c) “Corporation” means Target and any company providing insurance to Target in the present or past, any employee benefit plan sponsored or maintained by Target in the present or past and the present and past fiduciaries of any such plans, Target’s present and past officers, directors, employees, committees and agents and any person who acted on behalf of Target or on instructions from Target.
- (d) “Executive Claims” means all of the rights Executive has now to any relief of any kind from the Corporation, including without limitation:
 - (i) all claims arising out of or relating to Executive’s service with Target and Executive’s service termination; and
 - (ii) all claims arising out of or relating to statements, actions, or omissions of the Corporation; and
 - (iii) all claims for any alleged unlawful discrimination, harassment, retaliation or reprisal, or other alleged unlawful practices arising under any federal, state, or local statute, ordinance, or regulations, including without limitation, claims under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, 42 U.S.C § 1981, the Employee Retirement Income Security Act, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, the Fair Credit Reporting Act, the Minnesota Human Rights Act, and workers’ compensation non-interference or non-retaliation statutes; and
 - (iv) all claims for alleged wrongful discharge; breach of contract; breach of implied contract; failure to keep any promise; breach of a covenant of good faith and fair dealing; breach of fiduciary duty; estoppel; defamation; infliction of emotional distress; fraud; misrepresentation; negligence; harassment; retaliation or reprisal; constructive discharge; assault; battery; false imprisonment; invasion of privacy; interference with contractual or business relationships; any other wrongful employment practices; and violation of any other principle of common law; and

- (v) all claims for compensation of any kind, including without limitation, bonuses, commissions, stock, stock options or other equity interests, vacation pay, perquisites, and expense reimbursements; and
- (vi) all claims for back pay, front pay, severance pay or income continuation under any Target plan, program, or agreement, reinstatement, equitable relief, compensatory damages, damages for alleged personal injury, liquidated damages, and punitive damages; and
- (vii) all claims for attorney's fees, costs, and interest.

However, Executive Claims do not include any claims related to post-termination benefits accrued before the Separation Date under the generally-applicable terms of benefit plans or programs maintained by Target (including without limitation, Executive's rights under Target's Long-Term Incentive Plan and related Long-Term Incentive Plan award agreements), claims relating to Executive's rights as a shareholder of Target, claims that the law does not allow to be waived, claims that may arise after the date on which Executive signs this release, claims relating to the enforcement of the Agreement, or claims for defense, indemnification or contribution to the maximum extent permitted under the laws of the State of Minnesota, including without limitation Minn. Stat. § 302A.521, or otherwise for claims brought against Executive in her capacity as an officer, attorney, employee or agent of the Corporation. This paragraph does not preclude Executive from bringing a charge of discrimination with the EEOC however, Executive hereby agrees to give up any right to receive compensation or damages as a result of such a charge.

2. Agreement to Release Executive Claims. In exchange for all consideration provided by the Agreement, Executive gives up and releases all Executive Claims. Executive will not make any demands or claims against the Corporation for compensation or damages relating to Executive Claims.

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

Certifications

I, Brian C. Cornell, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Target Corporation;
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.

Dated: August 29, 2025

/s/ Brian C. Cornell

Brian C. Cornell

Chair of the Board and Chief Executive Officer

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

Certifications

I, Jim Lee, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Target Corporation;
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.

Dated: August 29, 2025

/s/ Jim Lee

Jim Lee

Executive Vice President and Chief Financial Officer

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Target Corporation, a Minnesota corporation ("the Company"), for the quarter ended August 2, 2025, as filed with the Securities and Exchange Commission on the date hereof ("the Report"), the undersigned officer of the Company certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the officer's knowledge:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: August 29, 2025

/s/ Brian C. Cornell

Brian C. Cornell

Chair of the Board and Chief Executive Officer

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Target Corporation, a Minnesota corporation ("the Company"), for the quarter ended August 2, 2025, as filed with the Securities and Exchange Commission on the date hereof ("the Report"), the undersigned officer of the Company certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the officer's knowledge:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: August 29, 2025

/s/ Jim Lee

Jim Lee

Executive Vice President and Chief Financial Officer