

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

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

December 10, 2025
Date of Report (Date of earliest event reported)

Vestis Corporation
(Exact name of Registrant as Specified in its Charter)

Delaware
(State or other Jurisdiction of Incorporation)

001-41783
(Commission File Number)

92-2573927
(IRS Employer Identification No.)

1035 Alpharetta Street, Suite 2100,
Roswell, Georgia
(Address of Principal Executive Offices)

30075
(Zip Code)

(470) 226-3655
(Registrant's Telephone Number, Including Area Code)

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

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

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

<u>Title of Each Class</u>	<u>Trading Symbol(s)</u>	<u>Name of Each Exchange on which Registered</u>
Common Stock, par value \$0.01 per share	VSTS	New York Stock Exchange

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

Emerging growth company ☐

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

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

Resignation of Kelly Janzen

On December 10, 2025, Kelly Janzen, Executive Vice President and Chief Financial Officer of Vestis Corporation, a Delaware corporation (the “Company”), provided notice of her decision to resign from the Company to pursue other opportunities. Ms. Janzen’s resignation is not a result of any disagreement with the Company or the Board of Directors of the Company (the “Board”) regarding the Company’s operations, policies or practices. Ms. Janzen’s resignation will be effective December 31, 2025, and she will continue to serve in her role through that date. Ms. Janzen will receive such separation benefits as are consistent with a termination by the executive other than for good reason in accordance with Ms. Janzen’s Employment Agreement with the Company dated January 29, 2025.

Appointment of Adam K. Bowen as Interim Chief Financial Officer

On December 12, 2025, the Board appointed Adam K. Bowen, the Company’s Vice President of Financial Planning & Analysis, to serve as the Company’s Interim Chief Financial Officer and principal financial officer, effective as of December 16, 2025, to serve until a permanent Chief Financial Officer of the Company is designated.

Mr. Bowen, 43, joined the Company as Vice President of Financial Planning & Analysis in February 2025. He brings more than 20 years of strategic finance experience to the Company, having previously served as Chief Accounting Officer at Sonder Holdings, Inc. from October 2023 to December 2024, and Chief Accounting Officer of BlueLinx Holdings Inc. from March 2022 to August 2023. Previously, Mr. Bowen also served at BlueLinx Holdings Inc. in the roles of Senior Director of Accounting & Corporate Controller from January 2021 to March 2022, Director of Accounting & Corporate Controller from May 2020 to January 2021, and Director of Internal Audit & Enterprise Risk Management from April 2019 to May 2020. Prior to BlueLinx, from June 2015 to March 2019, Mr. Bowen served in various internal audit roles of increasing responsibility with Abbott Laboratories, and its acquired subsidiary, Alere, Inc. Mr. Bowen has held roles both in-house and in private practice from 2005 to 2015 with various organizations, including KPMG LLP and Southern Company. Mr. Bowen holds a Master of Business Administration from Florida State University, a Master of Accountancy from the University of West Florida, a Bachelor of Science in Business Administration from the University of West Florida and a Bachelor of Arts in World Languages & Cultures from Georgia Southern University. Mr. Bowen is a licensed and active Certified Public Accountant in Georgia and Florida.

There are no family relationships between Mr. Bowen and any director or executive officer of the Company, and no arrangements or understandings between Mr. Bowen and any other person pursuant to which he was designated to serve as Interim Chief Financial Officer. Mr. Bowen is not a party to any current or proposed transaction with the Company for which disclosure is required under Item 404(a) of Regulation S-K.

Amended and Restated Offer Letter and Employment Agreement with Adam K. Bowen

In connection with Mr. Bowen’s appointment as Interim Chief Executive Officer, on December 15, 2025, the Company entered into an amended and restated offer letter with Mr. Bowen (the “Amended Offer Letter”), which provides for, among other things, (i) an annual base salary of \$400,000, effective December 13, 2025, (ii) an annual bonus opportunity with a target bonus of 35% of annual base salary, and (iii) an annual long-term incentive (“LTI”) equity award with a grant date value of \$135,000 (subject to annual approval of the Compensation & Human Resources Committee of the Board (the “Compensation Committee”). Pursuant to the Amended Offer Letter, Mr. Bowen’s actual bonus each year will be based on achievement of corporate and individual financial and non-financial performance goals set by the Compensation Committee as well as his employment on the annual bonus payment date. Mr. Bowen’s LTI award each year may include a combination of restricted stock units (“RSUs”), stock options and/or performance stock units as determined by the Compensation Committee and will be subject to the terms of the applicable award agreement. Under the terms of the Amended Offer Letter, if Mr. Bowen is not appointed as permanent Chief Financial Officer of the Company following the Company’s executive search process for this role, Mr. Bowen’s title, role and responsibilities will revert to Vice President of Financial Planning & Analysis.

The Amended Offer Letter provides for the following two discretionary awards in connection with Mr. Bowen’s appointment as Interim Chief Financial Officer: (1) Mr. Bowen is entitled to a one-time LTI award in the form of RSUs to be granted on December 19, 2025, or as soon as administratively feasibly thereafter, with a grant date value of \$150,000, that will vest in one-third increments on each anniversary of the grant date; and (2) Mr. Bowen is entitled to a one-time cash award with (a) an initial payment of \$100,000, payable upon his appointment as Interim Chief Financial Officer that is subject to repayment if Mr. Bowen resigns from the Company or is terminated by the Company for “cause” (as defined in the Amended Agreement (as defined below)) prior to the 90-day anniversary of the appointment of a permanent Chief Financial Officer (the “Earned Date”) and (b) a second payment of \$100,000, payable on the Earned Date if Mr. Bowen remains employed until the Earned Date.

In connection with the commencement of Mr. Bowen’s employment with the Company in February 2025, on March 1, 2025, he previously received a new hire LTI award in the form of RSUs with a grant date value of \$50,000 that will vest in one-third increments on each anniversary of the grant date. In addition, on August 25, 2025, Mr. Bowen received a retention LTI award of 30,000 RSUs, two-thirds of which will vest on the second anniversary of the grant date and one-third of which will vest on the third anniversary of the grant date. On December 9, 2025, Mr. Bowen also received an annual grant under the Company’s long-term incentive plan for fiscal year 2026 of (i) 4,734 RSUs that will vest in one-third increments on each anniversary of the grant date, (ii) 12,011 stock options that will vest in one-third increments on each anniversary of the grant date, and (iii) a target of 9,468 performance stock units that, if earned based on the achievement of certain Company performance criteria, will cliff vest between 0% and 200% after a three-year performance period.

The Amended Offer Letter also provides for a car allowance of \$800 per month and four weeks of vacation.

On December 15, 2025, the Company and Mr. Bowen also entered into an amended and restated Agreement Relating to Employment and Post-Employment Competition, effective December 16, 2025 (the “Amended Agreement”), pursuant to which, among other things, Mr. Bowen is subject to perpetual non-disclosure and non-disparagement covenants, a 12-month post-employment noncompetition covenant, and a 24-month post-employment non-solicitation covenant (the “Restrictive Covenants”). In addition, while Mr. Bowen holds the position of Interim Chief Financial Officer of the Company, he will also be subject to the Company’s clawback and recoupment policies in effect from time to time. The Amended Agreement also requires Mr. Bowen to cooperate in the event of a government investigation or legal proceeding involving the Company. Subject to Mr. Bowen’s compliance with the Restrictive Covenants and execution of a release of claims against the Company, if the Company terminates Mr. Bowen’s employment for any reason other than “cause” (as such term is defined in the Amended Agreement), he will be entitled to the following benefits:

- 52 weeks of base salary (26 weeks if he is employed for less than one year), payable in installments in accordance with the Company’s normal payroll cycle (the “Severance Pay Period”);
- continued coverage under the Company’s group medical and life insurance arrangements during the Severance Pay Period under the terms applicable to active employees (with such group medical arrangement coverage applied against his COBRA entitlement); and
- continued car allowance or car lease arrangement (as applicable) during the Severance Pay Period.

Copies of the Amended Offer Letter and Amended Agreement are filed with this Current Report on Form 8-K and attached hereto as Exhibits 10.1 and 10.2, respectively, and incorporated by reference herein. The foregoing description of the Amended Offer Letter and Amended Agreement is not complete and is qualified in its entirety by reference to the full text of the Amended Offer Letter and the Amended Agreement.

Item 7.01 Regulation FD.

On December 16, 2025, the Company issued a press release announcing Ms. Janzen’s resignation from the Company and Mr. Bowen’s appointment as Interim Chief Financial Officer. A copy of the Company’s press release announcing these changes is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The information in Item 7.01 of this current report on Form 8-K (including Exhibit 99.1 furnished herewith) shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
99.1	Press release of Vestis Corporation, dated December 16, 2025
10.1	Amended and Restated Offer Letter, dated December 15, 2025, by and between Vestis Corporation and Adam K. Bowen
10.2	Amended and Restated Agreement Relating to Employment and Post-Employment Competition, dated December 15, by and between Vestis Services, LLC and Adam K. Bowen
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

Vestis Corporation

Date: December 16, 2025

By: /s/ Jim Barber

Name: Jim Barber

Title: Chief Executive Officer



December 15, 2025

Personal & Confidential

Adam K. Bowen

Dear Adam,

We are pleased to extend this offer of continued employment with Vestis in the position of Interim Chief Financial Officer of Vestis, effective December 16, 2025. While you remain in this position, you will be a member of our Executive Leadership Team and report directly to the Chief Executive Officer of Vestis Corporation.

A **Vestis Offer Summary** specifying certain details associated with this offer of continued employment is attached to this offer letter ("**Amended Vestis Offer Summary**").

An amended and restated **Agreement Relating to Employment and Post-Employment Competition** ("**Amended Employment Agreement**") is enclosed with this offer letter. This offer of continued employment in the position of Interim Chief Financial Officer of Vestis Corporation is contingent upon your execution of the **Amended Employment Agreement**.

You are required at all times to comply with Vestis' policies, including the Business Conduct Policy. During the course of your employment with Vestis, you will receive information and documents from Vestis containing confidential, proprietary trade information concerning Vestis' business and business relationships ("Proprietary Information"). By accepting the position of Interim Chief Financial Officer, you agree that at no time while employed by Vestis, or after your employment with Vestis has ended for any reason, will you use or disclose such confidential, proprietary information to any person, firm or entity not affiliated with Vestis.

At the end of your employment with Vestis, you are required to return to Vestis all such Proprietary Information, including, but not limited to, all manuals, client lists, and training and policy materials, as well as all Vestis property.

You will be considered a Covered Vestis Employee for purposes of the Political Contribution Policy. This means you must obtain pre-approval from Government Affairs Compliance before you, your spouse/domestic partner, and/or dependent children make political contributions. As part of the onboarding process, you will receive additional information and training regarding your obligations under the Political Contributions Policy.

By signing this offer letter and accepting Vestis' offer of continued employment, you are agreeing that (1) you have disclosed to Vestis the existence and nature of any obligations you owe to any prior employers, including any agreements that restrict your ability to compete with your prior employers or to solicit their clients, customer, or employees, (2) your employment with Vestis will not violate any of your post-employment obligations to your prior employers, and (3) you will not use or disclose any of your prior employers' confidential or proprietary information or trade secrets in course of your employment with Vestis, unless such information is readily available to the public.

Your employment with Vestis is “at-will.” This means you are free to terminate your employment at any time, for any reason, with or without notice, and Vestis possesses these same rights to terminate your employment. At-will employment also means that Vestis may change the terms of employment, such as a promotion, demotion, discipline, transfer, compensation, benefits, duties and location of work, at any time, with or without notice.

This offer letter, the **Amended Vestis Offer Summary** and the **Amended Employment Agreement** set forth the entire understanding of the parties with respect to all aspects of this offer of continued employment. If you accept this offer by signing this offer letter below and signing the **Amended Employment Agreement**, any and all previous agreements or understanding between or among parties regarding the subject matter hereof will be superseded, specifically including but not limited to your offer letter dated February 7, 2025, the Vestis Offer Letter attached to your February 7, 2025 offer letter, and your Agreement Relating to Employment and Post-Employment Competition dated February 10, 2025.

You will be considered for the permanent Chief Financial Officer position. If you are not selected for the permanent Chief Financial Officer position, your position with Vestis will revert to Vice President, Financial Planning & Analysis on the effective date of the appointment of the new Chief Financial Officer, in which position you will continue to be a member of our Executive Leadership Council and report directly to the Executive Vice President and Chief Financial Officer. In this event, the **Amended Vestis Offer Summary** (with the exception of the designated Title, Level and Reporting structure) and the **Amended Employment Agreement** will remain in effect.

Congratulations on your appointment as the Interim Chief Financial Officer of Vestis.

Sincerely,

/s/ Rod L. Wedemeier

Rod L. Wedemeier
EVP & Chief Human Resources Officer
Vestis Corporation

Please sign and date on the following page to accept this offer of continued employment with Vestis on the terms specified in this offer letter.

Accepted: Adam K. Bowen
(Please Print Name)

/s/ Adam K. Bowen
(Please Sign Name)

12/15/2025
Date

Adam K. Bowen
Amended Vestis Offer Summary
December 15, 2025

Title:	Interim Chief Financial Officer
Level:	Executive Leadership Team (while Interim Chief Financial Officer)
Reports To:	Chief Executive Officer
Effective Date:	December 16, 2025 (except as specified for base salary below)
Location:	Vestis Teammate Support Center, Roswell, GA
Annual Base Salary:	\$400,000 (effective December 13, 2025)
Annual Bonus:	<p>You will be eligible to participate in Vestis' Annual Management Incentive Bonus (MIB) Plan. The current guideline for your position is a target bonus of 35% of base salary. The terms of the MIB are set forth in the plan document which also describes how your bonus for any year is calculated and other terms and conditions relating to the bonus.</p> <p>Your annual MIB bonus opportunity will be determined on the basis of both the performance of Vestis and your individual performance measured against certain annual financial and non-financial goals. You must be employed by Vestis on the payment date to remain eligible to receive any MIB payout except as otherwise provided in the Employment Agreement.</p>
Annual LTI Equity Award:	<p>Vestis' Annual Long-Term Incentive (LTI) Equity Awards typically occur in December each year. This offer has no impact on the FY26 Annual LTI Equity Award that was awarded to you on December 9, 2025. We will recommend that you receive a FY27 Annual LTI Equity Award with a grant value of \$135,000, subject to approval by the Compensation & Human Resources Committee of the Vestis Board of Directors (the Committee).</p> <p>Each Annual LTI Equity Award may include a combination of restricted stock units, stock options and/or performance stock units as determined by the Committee at the time of each grant. Please note that Vestis reserves the right to modify our LTI Equity Award grant practices at any time. The actual terms and conditions of each grant will be set forth in the Vestis LTI Equity Award Agreement(s), where the grant details will be provided to you electronically following each grant date.</p>
Discretionary LTI Equity Award:	<p>You will receive a one-time Discretionary LTI Equity Award with a grant value of \$150,000 in the form of restricted stock units (RSUs). This Discretionary LTI Equity Award will be granted on December 19, 2025, or as soon as administratively feasible thereafter (the "Grant Date"), in accordance with the Vestis Equity Grant Policy. This Discretionary LTI Equity Award will vest evenly over three years, one-third on each anniversary of the Grant Date.</p>

	The terms of your Discretionary LTI Equity Award will be evidenced by an RSU Award Grant Agreement & Grant Notice that will set forth the actual terms and conditions of your award.
Discretionary Cash Award:	<p>You will receive a one-time Discretionary Cash Award in the amount of \$200,000 payable in two installments:</p> <ol style="list-style-type: none">1. A first payment to you of \$100,000, less all applicable payroll tax withholdings, will be payable in December 2025 following your acceptance of this offer. You will be required to repay this amount to Vestis if you resign your employment with Vestis for any reason or if your employment terminates by the company for “Cause” (as defined in your Employment Agreement) prior to your appointment as the permanent Chief Financial Officer of Vestis Corporation or the 90-day anniversary of the effective date of the appointment of a permanent Chief Financial Officer of Vestis Corporation (the “Earned Date”).2. A second payment to you of \$100,000, less all applicable payroll tax withholdings, will be payable on the Earned Date if you remain employed with Vestis until the Earned Date.
Benefits:	You will continue to be eligible to participate in the standard Vestis Benefits Program available to all teammates, as well as the Executive Benefits/Perquisites Program currently available to other similarly situated executives, which are subject to change from time to time.
Auto Allowance:	You will continue to be eligible to receive a taxable auto allowance of \$800 per month which is subject to applicable tax withholding and is payable bi-weekly.
Vacation:	4 weeks

**VESTIS SERVICES, LLC
AGREEMENT RELATING TO EMPLOYMENT AND
POST-EMPLOYMENT COMPETITION**

AMENDED AND RESTATED EFFECTIVE DECEMBER 16, 2025

This Agreement is between **Adam K. Bowen**, the undersigned individual ("Employee"), and Vestis Services, LLC ("Vestis"), supersedes and replaces in its entirety the Vestis Services, LLC Agreement Related to Employment and Post-Employment Competition between Employee and Vestis dated February 8, 2025.

RECITALS

WHEREAS, Vestis is a leading provider of uniform and workplace supplies to business and industry, private and public institutions, and the general public;

WHEREAS, Vestis has a proprietary interest in its business and financial plans and systems, methods of operation and other secret and confidential information, knowledge and data ("Proprietary Information") which includes, but is not limited to, all confidential, proprietary or non-public information, ideas and concepts; annual and strategic business plans; financial plans, reports and systems including, profit and loss statements, sales, accounting forms and procedures and other information regarding costs, pricing and the financial condition of Vestis and its business segments and groups; management development reviews, including information regarding the capabilities and experience of Vestis employees; intellectual property, including patents, inventions, discoveries, research and development, compounds, recipes, formulae, reports, protocols, computer software and databases; information regarding Vestis's relationships with its clients, customers, and suppliers and prospective clients, partners, customers and suppliers; policy and procedure manuals, information regarding materials and documents in any form or medium (including oral, written, tangible, intangible, or electronic) concerning any of the above, or any past, current or future business activities of Vestis that is not publicly available; compensation, recruiting and training, and human resource policies and procedures; and data compilations, research, reports, structures, compounds, techniques, methods, processes, know-how;

WHEREAS, all such Proprietary Information is developed at great expense to Vestis and is considered by Vestis to be confidential trade secrets;

WHEREAS, due to Employee's employment as interim Chief Financial Officer of Vestis Corporation or in any other role, Employee has access to Vestis's Proprietary Information, directly in the course of Employee's employment, and indirectly through interaction with and presentations by other Vestis executives at executive meetings and the like;

WHEREAS, Vestis will introduce Employee to Vestis clients, customers, suppliers and others, and will encourage, and provide resources for, Employee to develop personal relationships with Vestis's clients, customers, suppliers and others;

WHEREAS, Vestis will provide specialized training and skills to Employee in connection with the performance of Employee's duties at Vestis which training involves the disclosure by Vestis to Employee of Proprietary Information;

WHEREAS, Vestis will be vulnerable to unfair post-employment competition by Employee because Employee will have access to and knowledge of Vestis's Proprietary Information, will have a personal relationship with Vestis's clients, customers, suppliers and others, and will generate good will which Employee acknowledges belongs to Vestis;

NOW, THEREFORE, in consideration of Employee's employment with Vestis, the opportunity to receive long-term incentive awards in the form of restricted stock unit awards, performance stock unit awards and stock option awards from Vestis Corporation, the severance and other post-employment benefits provided for herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employee agrees to enter into this Agreement with Vestis as a condition of employment pursuant to which Vestis will limit Employee's right to compete against Vestis during and following termination of employment on the terms set forth in this Agreement. Intending to be legally bound, the parties agree as follows:

ARTICLE 1. NON-DISCLOSURE AND NON-DISPARAGEMENT:

Employee shall not, during or after termination of employment, directly or indirectly, in any manner utilize or disclose to any person, firm, corporation, association or other entity, except where required by law, any Proprietary Information which is not generally known to the public, or has not otherwise been disclosed or recognized as standard practice in the industries in which Vestis is engaged. Employee shall, during and after termination of employment, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Vestis, or any of Vestis's officers, directors, personnel, policies or products, other than to comply with law.

ARTICLE 2. NON-COMPETITION:

- A. Subject to Article 2. B. below, Employee, during Employee's period of employment with Vestis, and for a period of one year following the voluntary or involuntary termination of employment, shall not, without Vestis's written permission, which shall be granted or denied in Vestis's sole discretion, directly or indirectly, associate with (including, but not limited to, association as a sole proprietor, owner, employer, partner, principal, investor, joint venturer, shareholder, associate, employee, member, consultant, contractor or otherwise), or acquire or maintain ownership interest in, any Business which is competitive with that conducted by or developed for later implementation by Vestis at any time during the term of Employee's employment. For purposes of this Agreement, "Business" shall be defined as a person, corporation, firm, LLC, partnership, joint venture or other entity. Nothing in the foregoing shall prevent Employee from investing in a Business that is or becomes publicly traded, if Employee's ownership is as a passive investor of less than 1% of the outstanding publicly traded stock of the Business.
- B. The provision set forth in Article 2.A above, shall apply to the full extent permitted by law (i) in all fifty states, and (ii) in each foreign country, possession or territory in which Vestis may be engaged in, or have plans to engage in, business (x) during Employee's period of employment, or (y) in the case of a termination of employment, as of the effective date of such termination or at any time during the twenty-four month period prior thereto.

- C. Employee acknowledges that these restrictions are reasonable and necessary to protect the business interests of Vestis, and that enforcement of the provisions set forth in this Article 2 will not unnecessarily or unreasonably impair Employee's ability to obtain other employment following the termination (voluntary or involuntary) of Employee's employment with Vestis. Further, Employee acknowledges that the provisions set forth in this Article 2 shall apply if Employee's employment is involuntarily terminated by Vestis for Cause; as a result of the elimination of employee's position; for performance-related issues; or for any other reason or no reason at all.

ARTICLE 3. NON-SOLICITATION:

During the period of Employee's employment with Vestis and for a period of two years following the termination of Employee's employment, regardless of the reason for termination, Employee shall not, directly or indirectly: (i) induce or encourage any employee of Vestis to leave the employ of Vestis, (ii) hire any individual who was an employee of Vestis as of the date of Employee's termination of employment or within a six month period prior to such date, or (iii) induce or encourage any customer, client, supplier or other business relation of Vestis to cease or reduce doing business with Vestis or in any way interfere with the relationship between any such customer, client, supplier or other business relation and Vestis.

ARTICLE 4. DISCOVERIES AND WORKS:

Employee hereby irrevocably assigns, transfers, and conveys to Vestis to the maximum extent permitted by applicable law Employee's right, title and interest now or hereinafter acquired, in and to all Discoveries and Works (as defined below) created, invented, designed, developed, improved or contributed to by Employee, either alone or jointly with others, while employed by Vestis and within the scope of Employee's employment and/or with the use of Vestis's resources. The terms "Discoveries and Works" include all works of authorship, inventions, intellectual property, materials, documents, or other work product (including, without limitation, Proprietary Information, patents and patent applications, patentable inventions, research, reports, software, code, databases, systems, applications, presentations, textual works, graphics and audiovisual materials). Employee shall have the burden of proving that any materials or works created, invented, designed, developed, contributed to or improved by Employee that are implicated by or relevant to employment by Vestis are not implicated by this provision. Employee agrees to (i) keep accurate records and promptly notify, make full disclosure to, and execute and deliver any documents and to take any further actions requested by Vestis to assist it in validating, effectuating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of its rights hereunder, and (ii) renounce any and all claims, including, without limitation, claims of ownership and royalty, with respect to all Discoveries and Works and all other property owned or licensed by Vestis. Any Discoveries and Works that, within six months after the termination of Employee's employment with Vestis, are made, disclosed, reduced to a tangible or written form or description, or are reduced to practice by Employee and which pertain to the business carried on or products or services being sold or developed by Vestis at the time of such termination shall, as between Employee and Vestis, be presumed to have been made during such employment with Vestis. Employee acknowledges that, to the fullest extent permitted by law, all Discoveries and Works shall be deemed "works made for hire" under the Copyright Act of 1976, as amended, 17 U.S.C. Section 101. Employee hereby grants Vestis a perpetual, nonexclusive, royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) in any Works and Discoveries, for all purposes in connection with Vestis's current and future business, that Employee has created, invented, designed, developed, improved or contributed to prior to Employee's employment with Vestis that are relevant to or implicated by such employment ("Prior Works"). Any Prior Works are disclosed by Employee in Schedule 1.

ARTICLE 5. REMEDIES:

Employee acknowledges that in the event of any violation by Employee of the provisions set forth in Articles 1, 2, 3 or 4 above, Vestis will sustain serious, irreparable and substantial harm to its business, the extent of which will be difficult to determine and impossible to fully remedy by an action at law for money damages. Accordingly, Employee agrees that, in the event of such violation or threatened violation by Employee, Vestis shall be entitled to an injunction before trial before any court of competent jurisdiction as a matter of course upon the posting of not more than a nominal bond, in addition to all such other legal and equitable remedies as may be available to Vestis. If Vestis is required to enforce the provisions set forth in Articles 2 and 3 above by seeking an injunction, Employee agrees that the relevant time periods set forth in Articles 2 and 3 shall commence with the entry of the injunction. Employee further agrees that, in the event any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, illegal, or for any reason unenforceable as written, such court shall substitute a valid provision which most closely approximates the intent and purpose of the invalid provision and which would be enforceable to the maximum extent permitted by law.

ARTICLE 6. POST-EMPLOYMENT BENEFITS:

- A. If Employee’s employment is terminated by Vestis for any reason other than Cause, Employee shall be entitled to the following post-employment benefits:
1. **Severance Pay:** Employee shall receive severance payments equivalent to Employee’s weekly base salary as of the effective date of termination for the number of weeks set forth on the following schedule:

Years of Continuous Service with Vestis (or with any of its Predecessor Corporations or its Parent) Completed from Last Hire Date	Weeks of Severance Pay
Less than 1	26
1 year or more	52

Severance payments shall commence with the Employee’s effective date of termination and shall be made in accordance with Vestis’s normal payroll cycle. The period during which Employee receives severance payments shall be referred to as the “Severance Pay Period.”

2. Other Post-Employment Benefits

- (a) Basic Group medical and life insurance coverages shall continue under then prevailing terms during the Severance Pay Period; provided, however, that if Employee becomes employed by a new employer during that period, continuing coverage from Vestis will become secondary to any coverage afforded by the new employer. Employee's share of the premiums will be deducted from Employee's severance payments. Basic Group medical coverage provided during such period shall be applied against Vestis's obligation to continue group medical coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). Upon termination of basic group medical and life coverages, Employee may convert such coverages to individual policies to the extent allowable under the terms of the plans providing such coverages.
 - (b) If, at the time of termination, Vestis is providing Employee with a leased vehicle, then Vestis will continue to provide the leased vehicle through the Severance Pay Period under the same terms and conditions as in effect at the time of the Employee's termination. At the expiration of the Severance Pay Period, Employee must return the leased vehicle to Vestis unless the Employee elects to purchase the vehicle in accordance with the applicable Vestis policy then in effect. If Employee is receiving a car allowance at the time of the Employee's termination, such car allowance will continue to be paid through the Severance Pay Period. At the expiration of the Severance Pay Period, the Employee will cease being paid a car allowance.
 - (c) Employee's eligibility to participate in all other benefit and compensation plans, including, but not limited to the Management Incentive Bonus, Long Term Disability, any nonqualified plans and any stock option or ownership plans, shall terminate as of the effective date of Employee's termination unless provided otherwise under the terms of a particular plan, provided, however, that participation in supplemental plans and programs made available solely to Executive Leadership Council members shall cease as of the effective date of termination.
- B. Termination for "Cause" shall be defined as termination of employment due to: (i) conviction of or entry of a plea of guilty or nolo contendere to a felony (or any similar crime for purposes of laws outside the United States), (ii) fraud or dishonesty, (iii) willful failure to perform assigned duties, (iv) willful violation of Vestis's Business Conduct Policy, or (v) intentionally working against the best interests of Vestis.
- C. If Employee is terminated by Vestis for reasons other than Cause, Employee will receive the severance payments and other post-employment benefits during the Severance Pay Period even if Employee commences other employment during such period provided such employment does not violate the terms of Article 2.

- D. In addition to the remedies set forth in Article 5, Vestis reserves the right to terminate all severance payments and other post-employment benefits if Employee violates the covenants set forth in Articles 1, 2, 3 or 4 above.
- E. Employee's receipt of severance and other post-employment benefits under this Agreement is contingent on (i) Employee's execution of a release in a form reasonably acceptable to Vestis, except that such release shall not include any claims by Employee to enforce Employee's rights under, or with respect to, this Agreement or any Vestis benefit plan pursuant to its terms, and (ii) the expiration of the applicable Age Discrimination in Employment Act revocation period without such release being revoked by Employee. For the avoidance of doubt, notwithstanding anything else contained in this Article 6 to the contrary, Vestis may choose not to commence (or may choose to discontinue) providing any payment or benefit hereunder unless and until Employee executes and delivers, without revocation, the foregoing release within 60 days following Employee's termination of employment; *provided, however*, that subject to receipt of such executed release, Vestis shall commence providing such payments and benefits within 75 days following the date of termination of Employee's employment.

ARTICLE 7. TERM OF EMPLOYMENT:

Employee acknowledges that Vestis has the right to terminate Employee's employment at any time for any reason whatsoever, provided, however, that any termination by Vestis for reasons other than Cause shall result in the severance and the post-employment benefits described in Article 6 above, to become due in accordance with the terms of this Agreement subject to the conditions set forth in this Agreement. Employee further acknowledges that the severance payments made and other benefits provided by Vestis are in full satisfaction of any obligations Vestis may have resulting from Vestis's exercise of its right to terminate Employee's employment, except for those obligations which are intended to survive termination such as the payments to be made pursuant to retirement plans, deferred compensation plans and conversion of insurance.

ARTICLE 8. OTHER ACTIVITIES:

During the Term, Employee may devote reasonable time to activities other than those required under this Agreement, including the supervision of Employee's personal investments and activities involving professional, charitable, educational, religious and similar types of organizations, speaking engagements, and similar type activities, but only to the extent that such other activities do not, in the judgment of the Board of Directors of the Company (the "Board"), inhibit or prohibit the performance of Employee's duties under this Agreement, conflict in any material way with the business of any member of the Company and its affiliates (collectively, the "Company Group") or violate the provisions of Articles 1, 2, 3 and 4 of this Agreement; provided, however, that Employee shall not serve on the board of any business, or hold any other position with any business, without the consent of the Board.

ARTICLE 9. BOARD SERVICE:

To the extent requested by the Board, during Employee's employment, Employee shall serve on the boards of directors of any member of the Company Group without additional compensation thereof. Employee shall resign as a member the boards of directors of any members of the Company Group at such time as Employee ceases to hold the position of Interim Chief Financial Officer (or otherwise ceases to be employed by the Company Group) or as directed by the Board.

ARTICLE 10. CLAWBACK:

Employee (and any compensation payable to Employee) shall be subject to the terms of the Company's clawback and recoupment policies in effect from time to time while the Employee holds the position of Interim Chief Financial Officer for the Company.

ARTICLE 11. COOPERATION:

Following Employee's termination of employment, Employee agrees that, at the Company's request, Employee shall reasonably cooperate and assist the Company and Company Group in any investigation which may be performed by the Company, Company Group or any governmental agency and in any litigation, arbitration or other proceeding in which the Company or Company Group may become involved. Such assistance shall include, but not be limited to, Employee making himself or herself reasonably available for interviews by the Company or its counsel, depositions and/or court appearances at the Company's request. The Company shall attempt to schedule such assistance at mutually convenient times and places, taking into account any employment constraints that Employee may have. The Company shall reimburse Employee for reasonable expenses, such as travel, lodging, meal expenses, and reasonable attorneys' fees, incurred by Employee at the Company's request, consistent with the Company's generally applicable policies for employee expenses and per-diem payment consistent with Employee's rate of base salary as in effect upon the date of Employee's termination of employment. To the maximum extent permitted by law, Employee will notify the Company if Employee is contacted by any governmental agency, or by any person contemplating or maintaining any claim, investigation or legal action relating to the Company or any other member of the Company Group, or by any agent or attorney of such person, within three (3) business days of such contact.

ARTICLE 12. INDEMNIFICATION:

The Company shall indemnify and hold harmless Employee to the fullest extent authorized or permitted by law with respect to any claim, liability, action, or proceeding instituted or threatened against or incurred by Employee or Employee's legal representatives and arising in connection with Employee's conduct or position at any time as a director, officer, employee, or agent of the Company or any other member of the Company Group and shall maintain directors and officers liability insurance that provides Employee with protections, both during Employee's employment with the Company and following the termination of Employee's employment with the Company, that are commercially reasonable (and, with respect to directors and officers liability coverage, provides for "tail" coverage for at least six (6) years after the date of Employee's termination of employment with the Company). In the event that the Company or any of its insurers (collectively, the "Indemnatee-Related Entities") shall make any payment to Employee in respect of indemnification or advancement of expenses with respect to any jointly indemnifiable claim, the Indemnatee-Related Entity making such payment shall be subrogated to the extent of such payment to all of the rights of recovery of Employee against the Company and Employee shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable the Indemnatee-Related Entities effectively to bring suit to enforce such rights.

ARTICLE 13. MISCELLANEOUS:

- A. As used throughout this Agreement, Vestis includes Vestis Services, LLC, and its parents, subsidiaries and affiliates, or any corporation, joint venture, or other entity in which Vestis Corporation or its subsidiaries or affiliates have an equity interest in excess of ten percent (10%).
- B. This Agreement shall supersede and substitute for any previous post-employment or severance agreement between Employee and Vestis and its predecessors.
- C. If Employee's employment with Vestis terminates solely by reason of a transfer of stock or assets of, or a merger or other disposition of, a subsidiary of Vestis Corporation (whether direct or indirect), such termination shall not be deemed a termination of employment by Vestis for purposes of this Agreement, provided that Vestis requires the subsequent employer, by agreement, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that Vestis would be required to perform it if no such transaction had taken place. Employee acknowledges and agrees that Vestis may assign this Agreement and Vestis's rights hereunder, and particularly Articles 1, 2, 3 and 4, in its sole discretion and without advance approval by Employee. In such case, Employee agrees that Vestis may assign this Agreement and all references to "Vestis" contained in this Agreement shall thereafter be deemed to refer to the subsequent employer.
- D. Employee shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise.
- E. In the event any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- F. In the event that it is reasonably determined by Vestis that, as a result of the deferred compensation tax rules under Section 409A of the Internal Revenue Code of 1986, amended (and any related regulations or other pronouncements thereunder) ("the Deferred Compensation Tax Rules"), any of the payments or benefits that Employee is entitled to under the terms of this Agreement may not be made at the time contemplated by the terms hereof or thereof, as the case may be, without causing Employee to be subject to tax under the Deferred Compensation Tax Rules, Vestis shall, in lieu of providing such payment or benefit when otherwise due under this Agreement, instead provide such payment or benefit on the first day on which such provision would not result in Employee incurring any tax liability under the Deferred Compensation Tax Rules; which day, if Employee is a "specified employee" within the meaning of the Deferred Compensation Tax Rules, shall be the first day of the seventh month following the date of Employee's termination of employment (or the earliest date as is permitted under the Deferred Compensation Tax Rules, without any accelerated or additional tax); provided, further, that to the extent that the amount of payments due under Article 6.A are not subject to the Deferred Compensation Tax Rules by virtue of the application of Treas. Reg. Sec. 1.409A-1(b)(9)(iii)(A), such payments may be made prior to the expiration of such six-month period. In addition, in the event that any payments or benefits that Vestis would otherwise be required to provide under this Agreement cannot be provided in the manner contemplated herein without subjecting Employee to tax under the Deferred Compensation Tax Rules, Vestis shall provide such intended payments or benefits to Employee in an alternative manner that conveys an equivalent economic benefit to Employee as soon as practicable as may otherwise be permitted under the Deferred Compensation Tax Rules. For purposes of the Deferred Compensation Tax Rules, (i) each payment made under this Agreement (including, without limitation, each installment payment due under Article 6 above) shall be designated as a "separate payment" within the meaning of the Deferred Compensation Tax Rules, and if the commencement of any payment or benefit provided under Article 6 (or if applicable Appendix A) that constitutes "deferred compensation" under the Deferred Compensation Tax Rules could, by application of the terms conditioning such payment or benefit upon the execution and non-revocation of a release set forth in Article 6, occur in one of two taxable years, then the commencement of such payment or benefit shall begin on the first payroll date occurring in January of such second taxable year, and (ii) any references herein to Employee's "termination of employment" shall refer to Employee's "separation from service" with Vestis and its affiliates within the meaning of the Deferred Compensation Tax Rules.

- G. The terms of this Agreement shall be governed by the laws of the State of Georgia, without regard to conflicts of laws principles thereof. For purposes of any action or proceeding, Employee irrevocably submits to the non-exclusive jurisdiction of the courts of Georgia and the courts of the United States of America located in Georgia for the purpose of any judicial proceeding arising out of or relating to this Agreement, and acknowledges that the designated *fora* have a reasonable relation to the Agreement and to the parties' relationship with one another. Notwithstanding the provisions of this Article 13.G, Vestis may, in its discretion, bring an action or special proceeding in any court of competent jurisdiction for the purpose of seeking temporary or preliminary relief pending resolution of a dispute.
- H. Employee expressly consents to the application of Article 13.G to any judicial action or proceeding arising out of or relating to this Agreement. Vestis shall have the right to serve legal process upon Employee in any manner permitted by law. In addition, Employee irrevocably appoints the General Counsel of Vestis (or any successor) as Employee's agent for service of legal process in connection with any such action or proceeding and Employee agrees that service of legal process upon such agent, who shall promptly advise Employee of any such service of legal process at the address of Employee then in the records of Vestis, shall be deemed in every respect effective service of legal process upon Employee in any such action or proceeding.
- I. Employee hereby waives, to the fullest extent permitted by applicable law, any objection that Employee now or hereafter may have to personal jurisdiction or to the laying of venue of any action or proceeding brought in any court referenced in Article 13.G and hereby agrees not to plead or claim the same.

- J. Notwithstanding any other provision of this Agreement, Vestis may, to the extent required by law, withhold applicable federal, state and local income and other taxes from any payments due to Employee hereunder.
- K. Employee and Vestis acknowledge that for purposes of Article 6, Employee’s last hire date with Vestis is February 10, 2025.
- L. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Company and Employee, and their respective heirs, legal representatives, successors and assigns. Employee acknowledges and agrees that this Agreement, including its provisions on post-employment restrictions, is specifically assignable by Vestis. Employee hereby consents to such future assignment and agrees not to challenge the validity of such future assignment.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be signed.

VESTIS SERVICES, LLC.:

/s/ Rod L. Wedemeier
Rod L. Wedemeier

12/15/2025
Date

EMPLOYEE:

/s/ Adam K. Bowen
Adam K. Bowen

12/15/2025
Date

Schedule 1

Prior Works

- **None**

Vestis Announces CFO Transition
Adam K. Bowen Appointed Interim Chief Financial Officer
Company Reaffirms Fiscal Year 2026 Outlook

ATLANTA – 12/16/2025 – Vestis Corporation (NYSE: VSTS), a leading provider of uniforms and workplace supplies, today announced that Kelly Janzen, Executive Vice President and Chief Financial Officer, will depart the company to pursue other opportunities. Ms. Janzen will remain with Vestis through the end of calendar year 2025 to facilitate a smooth transition.

Vestis has engaged a leading executive search firm to conduct a comprehensive internal and external search for a permanent Chief Financial Officer, overseen by the Compensation and Human Resources Committee of the Board of Directors.

In conjunction with this leadership transition, Vestis has appointed Adam K. Bowen, Vice President of Financial Planning & Analysis, as Interim Chief Financial Officer. Mr. Bowen brings more than 20 years of strategic finance experience to Vestis, having previously served as Chief Accounting Officer at Sonder, Inc. and BlueLinx Holdings Inc. Mr. Bowen joined Vestis in February 2025.

“During her tenure, Kelly built a strong finance team and guided the organization through a transformation marked by improved financial discipline and operational rigor, while laying the groundwork for this next, important phase of our value creation journey,” stated Jim Barber, President and Chief Executive Officer. “On behalf of the entire Vestis team, I thank Kelly for her many contributions and wish her continued success in her future endeavors.”

Mr. Barber continued, “Adam is a proven leader within our finance organization who has been instrumental in developing and executing our business transformation strategy. His strong financial acumen and deep understanding of our operations will provide continuity and focus as we advance our strategic priorities.”

Ms. Janzen added, “Under Jim’s leadership, Vestis has taken decisive action to strengthen our operations and position the company to capture operating leverage, establishing a solid foundation for sustained, profitable growth and long-term value creation. I have great confidence in Adam and the entire Vestis team as they continue executing on the company’s transformation and building on the meaningful progress we have achieved over the past year.”

Today, Vestis reaffirmed its full-year 2026 financial guidance, as previously announced in the fiscal fourth quarter and full-year 2025 earnings release issued on December 1, 2025.

About Vestis™

Vestis is a leader in the B2B uniform and workplace supplies category. Vestis provides uniform services and workplace supplies to a broad range of North American customers from Fortune 500 companies to locally owned small businesses across a broad set of end sectors. The Company’s comprehensive service offering primarily includes a full-service uniform rental program, floor mats, towels, linens, managed restroom services, first aid supplies, and cleanroom and other specialty garment processing.

Forward-Looking Statements

This release contains “forward-looking statements” within the meaning of the securities laws. All statements that reflect our expectations, assumptions or projections about the future, other than statements of historical fact, are forward-looking statements, including, without limitation, forecasts relating to discussions of future operations and financial performance and statements regarding our strategy for growth, future product development, regulatory approvals, competitive position and expenditures. In some cases, forward-looking statements can be identified by words such as “potential,” “outlook,” “guidance,” “anticipate,” “continue,” “estimate,” “expect,” “will,” and “believe,” and other words and terms of similar meaning or the negative versions of such words. Examples of forward-looking statements in this release include, but are not limited to, statements regarding: the Company’s search process for a permanent Chief Financial Officer, the timing and success of our business transformation strategy, and our expectations regarding our fiscal year 2026 performance outlook. These forward-looking statements are subject to risks and uncertainties that may change at any time, and actual results or outcomes may differ materially from those that we expected. Forward-looking statements are not guarantees of future performance and are subject to risks, uncertainties, and changes in circumstances that are difficult to predict including, but not limited to: unfavorable macroeconomic conditions including inflationary pressures and higher interest rates; the failure to retain current customers, renew existing customer contracts and obtain new customer contracts, which could result in continued stock volatility and potential future goodwill impairment charges; competition in our industry; our ability to comply with certain financial ratios, tests and covenants in our credit agreement, including the net leverage ratio; our significant indebtedness and ability to meet debt obligations and our reliance on an accounts receivable securitization facility; our ability to successfully execute or achieve the expected benefits of our restructuring and other measures we may take in the future; use of artificial intelligence in our business, which could result in reputational harm, reputational harm, competitive harm and legal liability; increases in fuel and energy costs and other supply chain challenges and disruptions, including as a result of ongoing military conflicts in Ukraine and the Middle East; implementation of new or increased tariffs and ongoing changes in U.S. and foreign government trade policies, including potential modifications to existing trade agreements and retaliatory measures by foreign governments; increased operating costs and obstacles to cost recovery due to the pricing and cancellation terms of our support services contracts; a determination by our customers to reduce their outsourcing or use of preferred vendors; the outcome of legal proceedings to which we are or may become subject; risks associated with suppliers from whom our products are sourced; challenge of contracts by our customers; currency risks and other risks associated with international operations, including compliance with a broad range of laws and regulations, including the United States Foreign Corrupt Practices Act; increases in labor costs or inability to hire and retain key or sufficient qualified personnel; continued or further unionization of our workforce; our expansion strategy and our ability to successfully integrate the businesses we acquire and costs and timing related thereto; natural disasters, global calamities, climate change, pandemics, and other adverse incidents; liability resulting from our participation in multiemployer-defined benefit pension plans; liability associated with noncompliance with applicable law or other governmental regulations; laws and governmental regulations including those relating to the environment, wage and hour and government contracting; unanticipated changes in tax law; new interpretations of or changes in the enforcement of the government regulatory framework; a cybersecurity incident or other disruptions in the availability of our computer systems or privacy breaches; stakeholder expectations relating to environmental, social and governance considerations which may expose us to liabilities and other adverse effects on our business; any failure by Aramark to perform its obligations under the various separation agreements entered into in connection with the separation; and a determination by the IRS that the distribution or certain related transactions are taxable. The above list of factors is not exhaustive or necessarily in order of importance. For additional information on identifying factors that may cause actual results to vary materially from those stated in forward-looking statements, see the Company’s filings with the Securities and Exchange Commission (“SEC”), including “Item 1A-Risk Factors” in the Company’s most recent Annual Report on Form 10-K and in “Item 1A-Risk Factors” of Part II in subsequently-filed Quarterly Reports on Form 10-Q, which are available on the SEC’s website at www.sec.gov. Any forward-looking statement speaks only as of the date on which it is made, and we assume no obligation to update or revise such statement, whether as a result of new information, future events or otherwise, except as required by applicable law.

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