

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K

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

For the fiscal year ended September 27, 2024

OR

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

Commission file number 001-41783



Vestis Corporation

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

92-2573927

(I.R.S. employer
identification number)

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

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 \$0.01 per share	VSTS	New York Stock Exchange

Securities registered pursuant to section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262 (b)) by the registered public accounting firm that prepared or issued its audit report. ☐

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant’s executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐ o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ o No ☒ x

As of March 29, 2024, the aggregate market value of the common stock of the registrant held by non-affiliates of the registrant was approximately \$2,533.1 million. The registrant had 131,530,045 shares of common stock outstanding as of October 25, 2024.

DOCUMENTS INCORPORATED BY REFERENCE

The definitive proxy statement relating to the registrant’s 2025 Annual Meeting of Stockholders is incorporated by reference into Part III of this Annual Report on Form 10-K to the extent described therein.

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Cautionary Note Regarding Forward-Looking Statements

This Annual Report on Form 10-K 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, statements relating to future operations and financial performance (including volume growth, pricing, sales and cash flows) and statements regarding our strategy for growth, future product development, regulatory approvals, competitive position and expenditures. These statements include, but are not limited to, statements related to our expectations regarding the performance of our business, our financial results, our operations, our liquidity and capital resources, the conditions in our industry and our growth strategy. In some cases, forward-looking statements can be identified by words such as “believe,” “aim,” “anticipate,” “estimate,” “expect,” “future,” “goal,” “have confidence,” “intend,” “likely,” “look to,” “may,” “outlook,” “project,” “plan,” “seek,” “see,” “should,” “will,” “will be,” “will continue,” “will likely,” and other words and terms of similar meaning or the negative versions of such words. 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. Although we believe that the expectations reflected in any forward-looking statements we make are based on reasonable assumptions, we can give no assurance that these expectations will be attained and it is possible that actual results may differ materially from those indicated by these forward-looking statements due to a variety of risks and uncertainties.

Such risks and uncertainties include, but are not limited to:

- unfavorable economic conditions including government shutdowns;
- increases in fuel and energy costs;
- the failure to retain current customers, renew existing customer contracts and obtain new customer contracts;
- natural disasters, global calamities, climate change, pandemics, strikes and other adverse incidents;
- competition in our industry;
- increased operating costs and obstacles to cost recovery due to the pricing and cancellation terms of our support services contracts;
- our leverage and ability to meet debt obligations and our reliance on an accounts receivable securitization facility;
- a determination by our customers to reduce their outsourcing or use of preferred vendors;
- risks associated with suppliers from whom our products are sourced;
- challenge of contracts by our customers;
- our expansion strategy and our ability to successfully integrate the businesses we acquire and costs and timing related thereto;
- 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;
- our inability to hire and retain key or sufficient qualified personnel or increases in labor costs;
- continued or further unionization of our workforce;
- 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 (“ESG”) 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 Separation 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 discussions under Item 1A “Risk Factors,” Item 3 “Legal Proceedings” and Item 7 “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and other sections of this Annual Report on Form 10-K. 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.

Summary of Risk Factors

An investment in Vestis is subject to a number of risks, including risks relating to its business and indebtedness, risks related to Vestis' Separation from Aramark and risks related to Vestis common stock. Set forth below is a high-level summary of some, but not all, of these risks. Please read the information in the section entitled "Risk Factors" of this Annual Report for a more thorough description of these and other risks.

Risks Related to Vestis' Business

- Unfavorable economic conditions have in the past adversely affected, are currently adversely affecting and in the future could adversely affect Vestis' business, financial condition or results of operations.
- Increases in fuel and energy costs could materially and adversely affect Vestis' business, financial condition or results of operations.
- Vestis' failure to retain its current customers, renew its existing customer contracts on comparable terms and obtain new customer contracts could adversely affect Vestis' business, financial condition or results of operations.
- Natural disasters, global calamities, climate change, political unrest and other adverse incidents beyond Vestis' control could adversely affect Vestis' business, financial condition or results of operations.
- Competition in Vestis' industry could adversely affect Vestis' business, financial condition or results of operations.
- Vestis may be adversely affected if customers reduce their outsourcing or use of preferred vendors.
- Risks associated with Vestis' suppliers and service providers could adversely affect Vestis' business, financial condition or results of operations.
- Vestis' contracts may be subject to challenge by its customers, which, if determined adversely, could affect Vestis' business, financial condition or results of operations.
- Vestis' expansion strategy involves risks.
- Vestis' international business faces risks that could have an effect on Vestis' business, financial condition or results of operations.
- Vestis' business may suffer if it is unable to hire and retain sufficient qualified personnel or if labor costs increase.
- Continued or further unionization may increase Vestis' costs and work stoppages could damage Vestis' business.
- Vestis may incur significant liability as a result of our participation in multiemployer-defined benefit pension plans.
- If Vestis fails to comply with requirements imposed by applicable law or regulations, it could significantly and adversely affect Vestis' business, financial condition or results of operations.
- Environmental regulations may subject Vestis to significant liability and limit its ability to grow.
- Unanticipated changes in tax law could adversely impact Vestis' financial results
- Vestis' operations and reputation may be adversely affected by disruptions to or breaches of Vestis' information systems or if Vestis' data is otherwise compromised.
- Vestis expects that stakeholder expectations relating to environmental, social and governance ("ESG") considerations may expose Vestis to liabilities, increased costs, reputational harm and other adverse effects on our business.
- Vestis is subject to legal proceedings that may adversely affect the business, financial condition or results of operations.

Risks Related to Vestis' Indebtedness

- Vestis has debt obligations that could adversely affect its business and profitability and its ability to meet other obligations.
- Vestis is subject to interest rate risk.
- If Vestis' financial performance deteriorates, it may not be able to service its indebtedness.
- Vestis' debt agreements contain restrictions that limit its flexibility in operating its business.

Risks related to accounts receivable securitization facility

- Vestis' reliance on an accounts receivable securitization facility subjects Vestis to certain risks that could adversely affect the financial condition and results of operations.

Risks Related to the Separation

- Vestis has a limited history of operating as an independent company, and its historical financial information prior to the Separation is not necessarily representative of the results that it would have achieved as a separate, publicly traded company and may not be a reliable indicator of its future results.
- Vestis is repositioning its brand to remove the Aramark name, which could adversely affect its ability to attract and maintain customers.
- Vestis may be affected by restrictions under the tax matters agreement in order to avoid triggering significant tax-related liabilities.

- Vestis may be held liable to Aramark if it fails to perform under the agreements with Aramark which may negatively affect the business, financial condition or results of operations.
- If there is a determination that the Separation or certain related transactions are taxable for U.S. federal income tax purposes, Vestis could incur significant liabilities pursuant to the indemnification obligations under the tax matters agreement.
- Satisfaction of indemnification obligations following the Separation could have a material adverse effect on the cash flows and the business, financial condition or results of operations.
- There can be no assurance that Vestis will have access to the capital markets on terms acceptable to Vestis.

Risks Related to Vestis' Common Stock and Organizational Documents

- Your percentage of ownership in Vestis may be diluted in the future.
- Vestis cannot guarantee the timing, declaration, amount or payment of dividends on its common stock.
- Anti-takeover provisions could enable Vestis' Board of Directors to resist a takeover attempt by a third party and limit the power of its stockholders.
- Vestis amended and restated certificate of incorporation designate the state courts within the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by Vestis stockholders, which could discourage lawsuits against Vestis and the directors and officers.

PART I

Item 1. Business

Overview

Vestis Corporation (“Vestis”, the “Company”, “our”, “we” or “us”) is a leading provider of uniform rentals and workplace supplies across the United States and Canada. We provide uniforms, mats, towels, linens, restroom supplies, first-aid supplies, safety products and other workplace supplies. In fiscal year 2024, we generated revenue of approximately \$2.8 billion. We are one of the largest companies operating within the United States and Canada in our industry.

We have over 75 years of experience providing uniforms and workplace supplies and a broad footprint that supports efficient delivery of our services and products to more than 300,000 customer locations across the United States and Canada. Our customer base participates in a wide variety of industries including manufacturing, hospitality, retail, food processing, pharmaceuticals, healthcare and automotive. We serve customers ranging from small, family-owned operations with a single location to large corporations and national franchises with multiple locations.

Our customers value the uniforms and workplace supplies we deliver as our services and products can help them reduce operating costs, enhance brand image, maintain a safe and clean workplace and focus on their core business. We provide a full range of uniform programs, restroom supply services and first-aid and safety products, as well as ancillary items such as floor mats, towels and linens. Additionally, we provide garments and contamination control supplies that help customers maintain controlled, cleanroom environments commonly used in the manufacturing of electronics, pharmaceuticals and medical equipment.

Our team consists of approximately 19,600 teammates who operate over 350 sites including laundry plants, satellite plants, distribution centers and manufacturing plants. We leverage our broad footprint and our supply chain, delivery fleet and route logistics capabilities to serve customers on a recurring basis, typically weekly, and primarily through multi-year contracts. In addition, we offer customized uniforms through direct sales agreements, typically for large regional or national companies.

Vestis is led by Kim Scott, President and Chief Executive Officer, Rick Dillon, Executive Vice President and Chief Financial Officer, Angela Kervin, Executive Vice President and Chief Human Resources Officer, Bill Seward, Executive Vice President and Chief Operating Officer and Timothy Donovan, Executive Vice President, Chief Legal Officer and General Counsel. These executives have deep expertise in their respective fields. They were recruited to lead Vestis as a standalone, independent company and are complemented by long-tenured members of management across the company’s commercial and operational functions as well as newly appointed leaders who bring functional expertise, diversity and depth to the Vestis leadership team.

On September 30, 2023 (the "Distribution Date"), Vestis Corporation completed its spin-off from Aramark (the "Spin-Off," or the “Separation”). On October 2, 2023 our common stock began regular-way trading on the New York Stock Exchange (“NYSE”) under the ticker symbol “VSTS”. Our corporate headquarters are in Roswell, Georgia.

Financial Profile

In fiscal year 2024, we generated revenue of approximately \$2.8 billion, operating income of \$158.0 million, or 5.6% of revenue, and net income of \$21.0 million, or 0.7% of revenue. Cash provided from operating activities was \$471.8 million. Revenue from our recurring rental business comprised 94% of total revenue, with 6% from direct sales. The contracted and recurring nature of our business provides a meaningful level of predictability to annual revenue. Additionally, the diversity of our customer base and the variety of industries in which our customers participate results in relatively low exposure to discrete industry trends. Our revenue is diversified across numerous sectors and customers operating primarily in manufacturing, hospitality, retail, food processing, automotive and healthcare. These are all sectors where we have decades of expertise. Geographically, 91% of our fiscal year 2024 revenue was from sales in the United States, with the remaining 9% from sales in Canada.

Industry Overview

We operate within the uniforms, mats, towels, linens, restroom supplies, first-aid supplies and safety products industry in the United States and Canada. This includes businesses that outsource these services through rental programs or direct purchases, as well as non-programmers (which are businesses that maintain these services in-house).

We believe we are well positioned to take advantage of the various key trends and drivers that are impacting our industry. Demand in this industry is influenced primarily by macro-economic conditions, employment levels, increasing standards for workplace hygiene and safety and an ongoing trend of businesses outsourcing non-core, back-end operations. As noted above, the diversity of our customer base and the variety of industries in which our customers operate results in relatively low exposure to discrete industry trends.

Competition

Our industry is local in nature, fragmented and highly competitive. We believe we are a leading provider within this industry and we compete with national, regional and local providers who vary in size, scale, capabilities and product and service offering. Primary methods of competition include product quality, service quality and price.

Cintas Corporation and UniFirst Corporation are notable competitors of size and we have numerous local and regional competitors. Additionally, many businesses perform certain aspects of our product and service offerings in-house rather than outsourcing them.

Customers

Customers in our industry value the ability of providers to consistently deliver quality products on-time and with a high level of customer service. Additionally, they value trustworthy suppliers who partner with them to resolve workplace challenges that may arise with timely solutions that meet their needs.

We deliver to over 300,000 customer locations across the United States and Canada. We serve customers ranging from small, family-owned operations with a single location to large corporations and national franchises with multiple locations. Our revenue is diversified across our many customers as demonstrated by the revenue generated from our 10 largest customers accounting for less than 15% of total revenue in fiscal year 2024.

Our customers represent a diverse array of industries including sectors such as manufacturing, hospitality, retail, government, automotive, healthcare and food processing. The competitive landscape across these sectors for our products and services is highly fragmented and driven primarily by product quality, service quality and pricing of our competitors. We believe our competitive advantages identified below apply to each of the sectors. Across these sectors, we also serve customers who operate cleanrooms, or controlled environments where pollutants like dust, airborne microbes, and aerosol particles are removed to aid in providing clean work environments. Cleanrooms are typically used in the manufacturing of electronics, pharmaceutical products and medical equipment.

The diversity of our customers and the wide variety of industries in which they participate results in the demand for our services and products not being specifically linked to the cyclical nature of any one sector.

The vast majority of our customers are served under multi-year contracts. While customers are not required to make an up-front investment for their rental uniforms or other rented merchandise, a rental customer typically agrees to pay specified exit costs if it terminates its agreement early without cause.

Our Services and Products

We provide a full-service uniform solution on a contracted and recurring basis. Our full-service uniform offering includes the design, sourcing, manufacturing, customization, personalization, delivery, laundering, sanitization, repair and replacement of uniforms. Our uniform options include shirts, pants, outerwear, gowns, scrubs, high visibility garments, particulate-free garments and flame-resistant garments, along with shoes and accessories. In addition to uniforms, we also provide workplace supplies including restroom supply services, first-aid supplies and safety products, floor mats, towels and linens.

We believe our customers value our services and products for a variety of reasons:

- Our full-service programs typically offer a lower-cost solution for customers than if they were serviced in-house, as evidenced by our historical experience and customer feedback, as we leverage our scale and network to achieve procurement and operating efficiencies.
- We enable customers to focus on operating their core businesses as we take care of their needs for clean uniforms, fully stocked restrooms, complete first-aid kits and other workplace supplies.
- We help customers establish corporate identity, foster a sense of team and belonging among employees, project a professional image and enhance brand awareness.
- Our uniforms are reusable and can be assigned to another employee (rather than being discarded) when employees transition to new opportunities.
- We offer a variety of specialty garments that help customers:
 - adhere to applicable regulatory standards;
 - safeguard against contamination in the production or service of items such as food, pharmaceuticals and healthcare products;
 - operate in static-free or low-static environments;
 - enhance visibility and safety in work environments including construction, utility services, waste management and public safety; and
 - promote employee safety in workplace environments that involve heavy soils, heat, flame or chemicals in the production process.

We service our customers on a recurring basis, typically weekly, delivering clean uniforms and, in the same visit, picking up worn uniforms for inspection, cleaning and repair or replacement. In addition, we pick up used and soiled floor mats, towels and linens and replace them with clean products. We also restock restroom supplies, first-aid supplies and safety products as needed.

For our cleanroom customers who operate highly regulated and/or contamination-free processes in the healthcare, pharmaceutical and technology industries, we provide advanced static dissipative garments, sterile garments, barrier apparel and cleanroom application accessories.

We market and sell our services and products through multiple channels including sales representatives, telemarketing sales channels, our delivery drivers (who we refer to as route service representatives), territory managers and digital platforms.

Operations and Supply Chain

We operate a network of over 350 facilities including laundry plants, satellite plants, distribution centers and manufacturing plants along with a fleet of service vehicles that support over 3,300 pick-up and delivery routes. Our services and products are delivered to customers by route service representatives via delivery routes that originate from one of our laundry plants or satellite sites. Approximately 60% of our uniforms and linens are manufactured in our two manufacturing plants in Mexico. Our Mexican operations include approximately 189,000 square feet of manufacturing capacity and a 107,000 square foot distribution facility.

We are committed to operating sustainably with a focus on working to minimize fuel usage on our routes and to minimize energy and water usage in our laundry plant facilities. Additionally, we repair and reuse garments whenever possible to maximize the life cycle of our uniforms and support the circular economy.

We source raw materials as well as finished goods from a variety of domestic and international suppliers. Certain of our raw materials and products are currently limited to a single supplier. We maintain a Corporate Social Compliance

Policy and related Vendor Code of Conduct both of which require the international manufacturing of our private label garments to occur under safe, lawful and humane working conditions. To support our Corporate Social Compliance Policy, our international private label garment manufacturers confirm annually their commitment to comply with our Vendor Code of Conduct. Further, the factories used to produce these products are subject to annual third-party social compliance audits.

Our Competitive Advantages

We believe we have significant competitive advantages including our full-service uniform solution offering, size and scale, extensive network footprint, long-tenured customer relationships and experienced leadership team. Given our robust capabilities, scale and talent, we are well positioned to partner with customers for their future needs across a range of services, use cases and business strategies. Some of our key competitive strengths include:

Full-Service Uniforms and Workplace Supplies Offering: We offer a full-service uniform solution including the ability to design, source, manufacture, customize, personalize, deliver, launder, sanitize, mend and replace uniforms on a regular and recurring basis. Our uniform offerings include shirts, pants, outerwear, gowns, scrubs, high visibility garments and flame-resistant garments, along with shoes and accessories. In addition to uniforms, we also provide workplace supplies including restroom supply services, first-aid supplies and safety products, floor mats, towels, linens and other workplace supplies.

Critical Scale in Growing, Fragmented Industry: We believe the market opportunity for our services is significant and growing. Within the United States and Canada, we are the second largest provider in our industry, based on publicly reported information related to revenue, number of employees and facilities data for each of Cintas, Vestis and Unifirst. We believe our size and scale provide a competitive advantage in purchasing power, route density, operating efficiencies and ability to attract and retain talent as compared to smaller local and regional competitors.

Extensive Network Footprint: We serve over 95% of the largest metropolitan statistical areas in the United States and every province in Canada. Our footprint enables us to serve large, national customers across the United States and Canada.

Long-Tenured Customer Relationships: We deliver to over 300,000 customer locations and serve businesses which participate across numerous industries. We maintain long-term relationships with our customers due to the quality of our services and products, our ability to deliver on-time and our ability to provide workplace supplies and services that support our customers' individual strategies and needs.

A key differentiator in our service model is the relationship between our route service representatives and customers. We work to build relationships and trust through weekly, face-to-face interactions with our customers. Retaining existing customers affords us more opportunities to cross-sell high-value workplace supplies.

Experienced Leadership Team: The Company is led by Kim Scott, President and Chief Executive Officer, Rick Dillon, Executive Vice President and Chief Financial Officer, and Bill Seward, Executive Vice President and Chief Operating Officer. These executives have deep experience in their respective areas. They were hired to lead the Company as a standalone, independent company and are complemented by seasoned industry executives across the Company's commercial and operational functions as well as newly appointed leaders who bring functional expertise, diversity and depth to the Company's leadership team.

Ms. Scott has deep and relevant expertise with recurring revenue models having led and operated multiple businesses of this nature over the past 16 years. She also has extensive experience in logistics, route-based distribution and complex rental or subscription-based programs, including in her role as Chief Operating Officer of Terminix. Additionally, she has a broad operating background that includes plant management, logistics, procurement, engineering, acquisitions and large-scale integrations. She joined Aramark in October 2021 as President and CEO of Aramark Uniform Services to develop and launch an accelerated growth and value creation strategy for the company, while also preparing the Company to be a standalone, independent public company.

Mr. Dillon is a seasoned public company executive with more than 20 years of experience in finance leadership roles. Prior to joining Aramark, Mr. Dillon served as the Chief Financial Officer and Executive Vice President of two publicly traded companies, Enerpac Tool Group and Century Aluminum. He joined Aramark in May 2022 to serve as

Chief Financial Officer of Aramark Uniform Services and to prepare the Company to be a standalone, independent public company.

Mr. Seward has extensive expertise in leadership roles and previously served as President at UPS Supply Chain Solutions where he oversaw multiple business units including global logistics, freight forwarding, warehousing and distribution. In addition, Mr. Seward previously served as Executive Vice President and Chief Commercial Officer at Stericycle, in addition to other leadership roles at UPS. He joined Vestis in September 2024 to serve as Executive Vice President and Chief Operating Officer.

Our executive leaders foster a culture of investing in our people, supporting their growth and development, instilling a sense of higher purpose, winning through teamwork with integrity and creating a safe environment for all. In addition, our commitment to diversity, equity and inclusion continues to shape our teammate engagement and recruiting efforts.

Value Creation Strategy

We are focused on the development, growth and expansion of our business, with increased flexibility to pursue independent strategic and financial plans, adapt quickly to the changing needs of our customers and sector dynamics, effectively allocate capital to invest in growth areas and accelerate decision-making processes. We are focused on long-term opportunities to make deliveries in our service network more effective, which we expect will drive revenue growth and margin expansion.

Our strategy is focused on creating shareholder value through high-quality and profitable revenue growth that is underpinned by efficient operations and a performance-driven culture. We are pursuing the following key strategies to drive value creation and grow our business:

High-Quality Revenue Growth

Our strategy will continue to focus on retaining customers, with an increased emphasis on increasing revenue per stop through cross-selling, investing in attractive sectors, margin accretive products and service offerings and adding new customers on existing routes to increase our route density. We believe that, by focusing on these areas, we will achieve higher growth rates with more attractive margin profiles.

Customer Retention: We serve an attractive, large and long-tenured customer base with services and products that generate recurring revenue streams that typically allow more predictability of revenue than non-recurring revenue business models. We continue to remain focused on retaining these customers, including by ensuring we are delivering new value through new or updated services and products. We will remain focused on modernizing the customer experience to make it easier for our customers to continue to do business with us. This includes continued investments in technology, such as our digital customer portals, as well as investments in our customer service process to enhance our route check-in process and predictive analytics that help us better anticipate customer service opportunities.

Increasing Revenue Per Stop Through Cross-Selling to Leverage Fixed Costs: On average, our current customers take advantage of approximately 30% to 40% of our full line of services and products. We continue to believe there is a significant opportunity to increase our wallet share with our existing customers through cross-selling additional services and products, including compelling adjacent services such as first aid and restroom supply services. This is expected to result in high-margin growth with existing customers by increasing revenue per stop and leveraging our existing delivery costs. We have invested in tools to support our trusted and tenured route service representative teammates and we are incentivizing them to pursue these opportunities with our existing customer base.

Targeting Attractive Sectors, Services and Products: We are implementing more targeted sales strategies to drive growth across high-value sectors, services and products. Using enhanced data analytics and insights will enable us to focus on customer wins that improve our revenue mix.

Increasing Route Density: We are establishing route density metrics to target sales along existing customer routes. We will focus on implementing analytical and geographical prospecting tools that will aid and reward our sales representatives for delivering growth that increases route density and lowers our overall cost to serve per route.

Efficient Operations

Our operations currently include significant cost inputs in areas such as labor, merchandise in service costs, plant operating costs and service-related costs. We focus on a continuous improvement mindset in our teammates by instituting disciplined, financial metrics and reporting, key performance indicator monitoring and strengthening our leadership in key functional areas such as supply chain, logistics and plant operations.

We have identified key areas of opportunity to reduce our operating costs and expand margins across our business:

Network Optimization: A comprehensive analysis of our plant network and customer flows (route movements from plant to customer) has revealed a significant opportunity throughout our network to lower our cost to serve. Further, we have identified a portfolio of initiatives related to routing and scheduling efficiencies and transport and logistics improvements. We believe we can deliver margin expansion through this flow optimization.

Workforce Management: We are working to reduce our labor costs by decreasing frontline turnover to improve plant productivity, reducing general and administrative costs and improving plant operations.

Merchandise Inventory Management: We are focused on lowering merchandise in service costs across our system in order to improve the profitability of new and existing business. Examples include delivering higher levels of garment and product reuse to reduce the issuance of new products and supply chain procurement strategies to reduce purchasing costs.

Performance-Driven Culture

Fostering a performance-driven culture is essential to the delivery of high-quality revenue growth and margin expansion. We are focused on further strengthening our capabilities and enhancing competencies in functional areas that are core to the delivery of our strategy such as sales and marketing, pricing, procurement, logistics, technology, talent acquisition and retention and plant operations. We have invested across these areas over the past year and will continue to strengthen these teams to support our strategy. We will make decisions that are informed by data and implement performance measurements and incentives that are aligned with the achievement of our strategic objectives.

Human Capital Resources

Our success begins with our people, and ensuring a safe workplace is our first priority. Investing in, developing and caring for our teammates is paramount to retaining our teammates. We believe serving our teammates in this manner significantly improves our ability to serve and retain customers, accelerate profitable growth and enhance productivity. This requires an unwavering commitment to safety, diversity and inclusion, professional growth opportunities and competitive total compensation and benefits that meet the needs of our teammates and their families.

We have approximately 19,600 teammates, primarily based in the United States, Canada and Mexico. As of September 27, 2024, approximately 10,800 of our teammates were represented by labor unions. We work to maintain productive working relationships with these unions.

Diversity, Equity and Inclusion. We believe that it is beneficial to align our diversity, equity and inclusion priorities with our business strategy.

As of September 27, 2024, 60% of our Board of Directors is from underrepresented groups, including females who represent 50% of our Board of Directors. Additionally, 60% of our named executive officers are from underrepresented groups including females, who represent 40% of our named executive officers; 67% of our executive officers are from underrepresented groups including females who represent 33% of our executive officers; and 44% of our senior leadership team are from underrepresented groups including females, who represent 33% of our senior leadership team. Continuing to increase diversity in executive and all levels of the leadership pipeline remains an organizational priority for the coming years. We will have multiple employee resource groups; examples include those supporting women, racially and ethnically diverse employees and the LGBTQ+ community.

Talent Acquisition, Development and Retention. Hiring, developing and retaining teammates is critically important to our operations and we are focused on creating experiences and programs that foster growth, performance and

retention. We sponsor training and education programs for our teammates, from hourly teammates to upper levels of management, designed to enhance leadership and managerial capability, help ensure quality execution of our programs, drive customer satisfaction and increase return on investment.

Community Engagement. We have a strong culture of community engagement and as we move forward as an independent, standalone company, we will continue to build upon it by developing a community engagement program unique to our business that is aligned with our strategy, teammates, the customers we serve and the communities where we operate.

Compensation, Benefits, Safety and Wellness. In addition to offering market competitive salaries and wages, we offer comprehensive health and retirement benefits to our teammates. Our core health and welfare benefits are supplemented with specific programs to manage or improve common health conditions and include a variety of voluntary benefits and paid time away from work programs. We also provide programs designed to promote physical, emotional and financial well-being.

Government Regulation

Our business is subject to various federal, state, international, national, provincial and local laws and regulations, in areas such as environmental, labor, employment, immigration, privacy and data security, tax, transportation, health and safety, antitrust, anti-corruption, import/export, consumer protection, false claims and lobby and procurement laws. In addition, our facilities are subject to periodic inspection by federal, state, provincial, local and international authorities. We have various controls and procedures designed to maintain compliance with applicable laws and regulations. Our compliance requirements are subject to legislative changes, or changes in regulatory interpretation, implementation or enforcement. If we fail to comply with applicable laws, we may be subject to investigations, criminal sanctions or civil remedies, including fines, penalties, damages, reimbursement, injunctions, seizures, disgorgements or debarments from government contracts.

Our business is subject to various environmental protection laws and regulations, including the United States Federal Clean Water Act, Clean Air Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act and similar local, provincial, state, federal and international laws and regulations governing the use, treatment, management, transportation, and disposal of wastes and hazardous materials.

We use and manage chemicals and hazardous materials as part of our operations. We are mindful of the environmental concerns surrounding the use, treatment, management, transportation and disposal of these chemicals and hazardous materials, and have taken and continue to take measures to comply with environmental protection laws and regulations. In particular, industrial laundries generate wastewater, air emissions and related wastes as part of operations relating to the laundering of garments and other merchandise. Residues removed from soiled garments and other merchandise laundered at our facilities and from detergents and chemicals used in our wash process may be contained in discharges to air and water (through sanitary sewer systems and publicly owned treatment works) and in waste generated by our wastewater treatment systems. Similar to other companies in our industry, our industrial laundries are subject to certain air and water pollution discharge limits, monitoring, permitting and recordkeeping requirements. Wastewater at our laundry facilities is treated as necessary to comply with local discharge requirements and permits prior to discharge to sanitary sewer systems or publicly owned treatment works. We also own or operate a limited number of aboveground and underground storage tank systems at some locations to store petroleum or propane for use in our operations. Certain of these storage tank systems are subject to performance standards, periodic monitoring, and recordkeeping requirements.

Given the regulated nature of some of our operations, we could face penalties and fines for non-compliance. In the past, we have settled, or contributed to the settlement of, actions or claims relating to the management of underground storage tanks and the handling and disposal of chemicals or hazardous materials, either on- or off-site. We may, in the future, be required to expend material amounts to rectify the consequences of any such events. Under environmental laws, we may be liable for the costs of removal or remediation of certain hazardous materials located on or in or migrating from our owned or leased property or located at sites that we acquired or operated in the past or to which we have sent waste for off-site disposal, as well as related costs of investigation and property damage. Such laws may impose liability without regard to our fault, knowledge or responsibility for the presence of such hazardous materials. We may not know whether our acquired or leased properties have been operated in compliance with environmental laws and regulations or that our future uses or conditions will not result in the imposition of liability upon us under such laws or expose us to third-party actions such as tort suits. We actively manage the sites which we know require remediation and monitoring in conjunction with regulators and relevant partners. Based on these activities and various estimates and assumptions, we determine our

estimated costs and liabilities. As of September 27, 2024, we do not anticipate any expenditures for environmental remediation that would have a material effect on our financial condition. While environmental compliance is not a material component of our costs, we invest in equipment, technology and operating expenses, primarily for water treatment and waste removal, on a regular basis in order to comply with environmental laws and regulations, to promote the safety of our teammates, customers, and communities and to enhance the sustainability of our operations.

Intellectual Property

We have patents, trademarks, trade names and licenses that support the operation of our business. We have positioned our Vestis brand to represent our customer value proposition and value creation strategy as an independent, standalone uniform rental and workplace supplies company. We intend to continue to use trade advertising and targeted digital marketing to promote recognition of the Vestis brand.

Environmental, Social and Governance (ESG)

We have been engaged in actively supporting environmental, social and governance (ESG) efforts. Below are key areas of focus the Company has undertaken and intends to continue to pursue:

- We maintain a Corporate Social Compliance Policy and related Vendor Code of Conduct that address the international manufacturing of our private label garments under safe, lawful and humane working conditions. To support our Corporate Social Compliance Policy, our international private label garment manufacturers annually confirm their commitment to comply with our Vendor Code of Conduct, and the factories used to produce these products are subject to annual third-party social compliance audits.
- We have made enhancements to our wash chemistry that allow us to conserve electricity, natural gas and water. Our most recent chemical enhancement has provided utility resource reductions with shorter washing machine run times (electricity), reduced water temperatures (natural gas) and fewer rinse cycles (water).
- We focus on the efficient use of fossil fuels to reduce related emissions. We seek to increase route efficiency with technology and processes that reduce travel time, distance and fuel consumption. For example, our telematics technology allows us to proactively reduce fuel usage by limiting idling through real-time, in-cab driver alerts.

Our Board of Directors and executive leadership are committed to leading a socially responsible organization that supports the health of our planet, cares for our employees, invests in the communities we work in and conducts business in an ethical manner with appropriate governance. Our Board of Directors oversees our ESG goals and objectives, and supports the implementation of our ESG priorities and commitments.

Available Information

We file annual, quarterly and current reports as well as other information with the Securities and Exchange Commission ("SEC"). These filings are available to the public over the internet at the SEC's website at www.sec.gov. Our principal internet address is www.vestis.com where we make available free of charge our annual, quarterly and current reports, and amendments to those reports, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. The references to our website and the SEC's website are intended to be inactive textual references only and the contents of those websites are not incorporated by reference herein.

Item 1A. Risk Factors.

You should carefully consider the following risks and other information in this Form 10-K in evaluating Vestis and Vestis's common stock. Any of the following risks and uncertainties could materially adversely affect our business, financial condition or results of operations.

Risks Related to Our Business

Operational Risks

Unfavorable economic conditions have in the past adversely affected, are currently adversely affecting and in the future could adversely affect our business, financial condition or results of operations.

Unfavorable economic conditions may arise during times of national and international economic downturns, or may be attributed to natural disasters, calamities, public health crises, political unrest and global conflicts. Unfavorable economic conditions may also contribute to supply chain disruptions, geopolitical events, global energy shortages, major central bank policy actions including interest rate increases, public health crises or other factors. Unfavorable economic conditions could adversely affect the demand for our products and services. For example, in the early stages of the COVID-19 pandemic, we were negatively affected by reduced employment levels at our customers' locations and declining levels of business and customer spending. In addition, adverse economic conditions, including increases in labor costs, labor shortages, higher materials and other costs, supply chain disruptions, inflation and other economic factors could increase our costs of selling and providing the products and services we offer, which in turn could have a material adverse impact on our business, financial condition or results of operations. Moreover, the impact of inflation on various areas of our business, including labor and product costs, has affected our business, financial condition and results of operations, and we may not be able to mitigate any future impacts of inflation by increases in pricing for our goods and services. We are unable to predict any future trends in the rate of inflation, and if (and to the extent that) we are unable to recover higher costs in the event of future increases in inflation, such increases in inflation could adversely affect our business, financial condition or results of operations.

Conditions or events that adversely affect our current customers or sales prospects may cause such customers or prospects to restrict expenditures, reduce workforces or even to cease to conduct their businesses. Any of these circumstances would have the effect of reducing the number of employees utilizing our uniform services, which could have a material adverse impact on our business, financial condition or results of operations. In addition, financial distress and insolvency experienced by customers, especially larger customers, has in the past made it difficult and in the future could make it difficult for us to collect amounts we are owed and could result in the voiding, termination or modification of existing contracts. For example, in response to the changed circumstances caused by shutdowns earlier in the COVID-19 pandemic, we worked with customers to renegotiate contracts in order to mitigate lost revenues caused by partial or full closure of customer premises. Similarly, financial distress or insolvency, if experienced by our key vendors and service providers such as insurance carriers, could significantly increase our costs.

Increases in fuel and energy costs could materially and adversely affect our business, financial condition or results of operations.

The prices of fuel and energy to run our vehicles, equipment and facilities are volatile and fluctuate based on factors outside of our control. For example, the ongoing conflict between Russia and Ukraine disrupted supply chains and caused increased fuel prices. Our operating margins have been and may continue to be impacted by such increased fuel prices. Continuing or additional increases in fuel and energy costs could have a material adverse effect on our business, financial condition or our results of operations.

Our failure to retain our current customers, renew our existing customer contracts on comparable terms and obtain new customer contracts could adversely affect our business, financial condition or results of operations.

Our success depends on our ability to retain our current customers, renew our existing customer contracts and obtain new business on commercially favorable terms. Our ability to do so generally depends on a variety of factors, including the quality, price and responsiveness of our services, as well as our ability to market these services effectively and differentiate ourselves from our competitors. In addition, customers are increasingly focused on and requiring us to set targets and meet standards related to environmental sustainability matters, such as greenhouse gas emissions, packaging, waste and wastewater. When we renew existing customer contracts, it is often on terms that are less favorable or less profitable for us than the then-current contract terms. In addition, we typically incur substantial start-up and operating costs and experience lower profit margin and operating cash flows in connection with the establishment of new business, and in periods with higher rates of new business, we have experienced and expect to continue to experience negative impact to our profit margin and our cash flows. There can be no assurance that we will be able to obtain new business, renew existing customer contracts at the same or higher levels of pricing or that our current customers will not turn to competitors, cease operations, elect to in-source or terminate contracts with us. These risks may be exacerbated by current

economic conditions due to, among other things, increased cost pressure at our customers, tight labor markets and heightened competition in a contracted marketplace. The failure to renew a significant number of our existing contracts, including on the same or more favorable terms, could have a material adverse effect on our business, financial condition or results of operations, and the failure to obtain new business could have an adverse impact on our growth and financial results.

Natural disasters, global calamities, climate change, political unrest and other adverse incidents beyond our control could adversely affect our business, financial condition or results of operations.

Natural disasters, including hurricanes and earthquakes, global calamities and political unrest have affected, and in the future could affect, our business, financial condition or results of operations. In the past, due to more geographically isolated natural disasters, such as wildfires in the western United States and hurricanes and extreme cold conditions in the southern United States, we experienced lost and closed customer locations, business disruptions and delays, the loss of inventory and other assets, and asset impairments. The effects of global climate change will likely increase the frequency and severity of such natural disasters and may also impact the availability of water resources, forests or other natural resources.

In addition, political unrest and global conflicts have disrupted, and in the future may further continue to disrupt, global supply chains and heighten volatility and disruption of global financial markets. While we do not have direct operations within Russia, Ukraine or Israel, conflicts in those regions further disrupted global supply chains and heightened volatility and disruption of global financial markets. The ongoing volatility and disruption of financial markets caused by these global events, as well as other current global economic factors, triggered inflation in labor and energy costs and has driven significant changes in foreign currencies. The impact on our longer-term operational and financial performance will depend on future developments, including our response and governmental response to inflation, the duration and severity of the ongoing volatility and disruption of global financial markets and our ability to effectively hire and retain personnel. Any terrorist attacks or incidents prompted by political unrest also may adversely affect our revenue and operating results. These future developments are outside of our control and are highly uncertain.

Competition in our industry could adversely affect our business, financial condition or results of operations.

The uniform apparel and workplace supply services industry is highly competitive. We face competition from major national competitors with significant financial resources. In addition, there are regional and local uniform suppliers whom we believe have strong customer loyalty. The primary areas of competition within the industry are price, design, quality of products and quality of services. While many customers focus primarily on quality of service, uniform rental is also a price-sensitive service and if existing or future competitors seek to gain customers or accounts by reducing prices, we may be required to lower prices, which would reduce our revenue and profits. Our industry competitors are also competitors for acquisitions, which may increase the cost of acquisitions or lower the number of potential targets. The uniform rental business requires investment capital for growth. Failure to maintain capital investment in this business would put us at a competitive disadvantage. In addition, to maintain a cost structure that allows for competitive pricing, it is important for us to source garments and other products internationally. To the extent we are not able to effectively source such products internationally and gain the related cost savings, we may be at a disadvantage in relation to some of our competitors. An increase in competition, from any of the foregoing or other sources, may require us to reduce prices and/or result in reduced profits and loss of market share, which may have a material adverse impact on our business, financial condition and results of operations.

We may be adversely affected if customers reduce their outsourcing or use of preferred vendors.

Our business and growth strategies depend in large part on the continuation of a current trend toward outsourcing services. Customers will outsource if they perceive that outsourcing may provide quality services at a lower overall cost and permit them to focus on their core business activities. We cannot be certain this trend will continue or not be reversed or that customers that have outsourced functions will not decide to perform these functions themselves. Unfavorable developments with respect to either outsourcing or the use of preferred vendors could have a material adverse effect on our business, financial condition and results of operations.

Risks associated with our suppliers and service providers could adversely affect our business, financial condition or results of operations.

The raw materials we use in our business and the finished products we sell are sourced from a variety of domestic and international suppliers. We seek to require our suppliers and service providers to comply with applicable laws and otherwise meet our quality and/or conduct standards. In addition, customer and stakeholder expectations regarding environmental, social and governance consideration for suppliers are evolving. Our ability to find qualified suppliers who meet our standards and to access raw materials and finished products in a timely and efficient manner can be a challenge, especially with respect to suppliers located and goods sourced outside the United States.

Insolvency or business disruption experienced by suppliers could make it difficult for us to source the items we need to run our business. Political and economic stability in the countries in which foreign suppliers are located, the financial stability of suppliers, suppliers' failure to meet our standards, labor problems experienced by our suppliers, the availability of raw materials and labor to suppliers, cybersecurity issues, currency exchange rates, transport availability and cost, tariffs, inflation and other factors relating to the suppliers and the countries in which they are located are beyond our control. Certain of our raw materials and products are currently and may in the future be limited to a single supplier, and if such a supplier faces any difficulty in supplying the materials or products, we may not be able to find an alternative supplier in a timely manner or at all. Current global supply chain disruptions caused by the current macroeconomic environment, the COVID-19 pandemic and the Russia/Ukraine conflict have resulted, and may continue to result, in delivery delays as well as lower fill rates and higher substitution rates for a wide-range of products. We do not have direct operations in the Middle East but the recent conflicts in Israel and escalating tensions in the region may disrupt global markets and impact our supply chain. While we have continued to modify our business model in response to the current environment, including proactively managing inflation and global supply chain disruption, through supply chain initiatives and by implementing pricing, including temporary fees, as appropriate, to cover incremental costs, there is no guarantee that we will be able to continue to do so successfully or on comparable terms in the future if supply chain disruptions continue or worsen.

Domestic foreign trade policies, tariffs and other impositions on imported goods, trade sanctions imposed on certain countries, the limitation on the importation of certain types of goods or of goods containing certain materials from other countries and other factors relating to foreign trade are beyond our control. If one of our suppliers were to violate the law, or engage in conduct that results in adverse publicity, our reputation may be harmed simply due to our association with that supplier. Drought, flood, natural disasters and other extreme weather events caused by climate change or other environmental conditions could also result in supply chain disruptions. These and other factors affecting our suppliers and our access to raw materials and finished products could adversely affect our business, financial condition or results of operations.

Our contracts may be subject to challenge by our customers, which, if determined adversely, could affect our business, financial condition or results of operations.

Our business is contract-intensive, and we are party to many contracts with customers. From time to time, our customers may challenge our contract terms or our interpretation of our contract terms. These challenges could result in disputes between us and our customers. The resolution of these disputes in a manner adverse to our interests could negatively affect revenue and operating results. If a large number of our customer arrangements were modified in response to any such matter, the effect could be materially adverse to our business, financial condition or results of operations.

Our expansion strategy involves risks.

We may seek to acquire companies or interests in companies, or enter into joint ventures that complement our business. Our inability to complete acquisitions, integrate acquired companies successfully or enter into joint ventures may render us less competitive. Our ability to engage in acquisitions, joint ventures and related business opportunities may be subject to additional limitations due to the Separation.

At any given time, we may be evaluating one or more acquisitions or engaging in acquisition negotiations. We cannot be sure that we will be able to continue to identify acquisition candidates or joint venture partners on commercially reasonable terms or at all. If we make acquisitions, we also cannot be sure that any benefits anticipated from the acquisitions will actually be realized. Likewise, we cannot be sure we will be able to obtain necessary financing for acquisitions. Such financing could be restricted by the terms of our debt agreements or it could be more expensive than our current debt. The amount of such debt financing for acquisitions could be significant and the terms of such debt

instruments could be more restrictive than our current covenants. In addition, our ability to control the planning and operations of our joint ventures and other less than majority-owned affiliates may be subject to numerous restrictions imposed by the joint venture agreements and majority stockholders. Our joint venture partners may also have interests which differ from ours.

The process of integrating acquired operations into our existing operations may result in operating, contract and supply chain difficulties, such as the failure to retain existing customers or attract new customers, maintain relationships with suppliers and other contractual parties, or retain and integrate acquired personnel. In addition, cost savings that we expect to achieve, for example, from the elimination of duplicative expenses and the realization of economies of scale or synergies, may take longer than expected to realize or may ultimately be smaller than we expect. Also, in connection with any acquisition, we could fail to discover liabilities of the acquired company for which we may be responsible as a successor owner or operator in spite of any investigation we make prior to the acquisition, or significant compliance issues which require remediation, resulting in additional unanticipated costs, risk creation and potential reputational harm. In addition, labor laws in certain countries may require us to retain more employees than would otherwise be optimal from entities we acquire. Such integration difficulties may divert significant financial, operational and managerial resources from our existing operations and make it more difficult to achieve our operating and strategic objectives, which could have a material adverse effect on our business, financial condition or results of operations. Similarly, our business depends on effective information technology and financial reporting systems. Delays in or poor execution of the integration of these systems could disrupt our operations and increase costs, and could also potentially adversely impact the effectiveness of our disclosure controls and internal controls over financial reporting.

Possible future acquisitions could also result in additional contingent liabilities and amortization expenses related to intangible assets being incurred, which could have a material adverse effect on our business, financial condition or results of operations. In addition, goodwill and other intangible assets resulting from business combinations represent a significant portion of our assets. If goodwill or other intangible assets were deemed to be impaired, we would need to take a charge to earnings to write down these assets to their fair value.

Our international business faces risks that could have an effect on our business, financial condition or results of operations.

We operate primarily in the United States and Canada. During fiscal 2024, approximately 91% of our revenue was generated in the United States and approximately 9% of our revenue was generated in Canada. In addition, we operate manufacturing plants and a distribution center in Mexico that collectively employ approximately 2,100 personnel as of September 27, 2024. Our international operations are subject to risks that are different from those we face in the United States, including the requirement to comply with changing or conflicting national and local regulatory requirements and laws, as well as cybersecurity, data protection and supply chain laws; potential difficulties in staffing and labor disputes; managing and obtaining support and distribution for local operations; credit risk or financial condition of local customers; potential imposition of restrictions on investments; potentially adverse tax consequences, including imposition or increase of withholding, value-added tax (“VAT”) and other taxes on remittances and other payments by subsidiaries; foreign exchange controls; local political and social conditions; and the ability to comply with the terms of government assistance programs.

The operating results of our international subsidiaries (which are currently primarily in Canada) are translated into U.S. dollars and such results are affected by movements in foreign currencies relative to the U.S. dollar. Recently, the strength of the U.S. dollar has generally increased as compared to other currencies (including the Canadian dollar), which has had, and may continue to have, an adverse effect on our operating results as reported in U.S. dollars.

We own and operate facilities in Mexico. Violence, crime and instability in Mexico may have an adverse effect on our operations. We are not insured against such criminal attacks and there can be no assurance that losses that could result from an attack on our trucks or personnel would not have a material adverse effect on our business, financial condition or results of operations.

We may continue to consider opportunities to develop our business in emerging countries over the long term. Emerging international operations present several additional risks, including greater fluctuation in currencies relative to the U.S. dollar; economic and governmental instability; civil disturbances; volatility in gross domestic production; and nationalization and expropriation of private assets.

There can be no assurance that the foregoing factors will not have a material adverse effect on our international operations or on our consolidated financial condition and results of operations.

Labor-Related Risks

Our business may suffer if we are unable to hire and retain sufficient qualified personnel or if labor costs increase.

We believe much of our future growth and success depends on the continued availability, service and well-being of entry level personnel. We have had and may continue to have difficulty in hiring and retaining qualified personnel, particularly at the entry level. We will continue to have significant requirements to hire such personnel. At times when the United States or other geographic regions experience reduced levels of unemployment or a general scarcity of labor as has been seen in recent periods, there may be a shortage of qualified workers at all levels. Given that our workforce requires large numbers of entry level and skilled workers and managers, a general difficulty finding sufficient employees or mismatches between the labor markets and our skill requirements can compromise our ability in certain areas of our businesses to continue to provide quality service or compete for new business. We are also impacted by the costs and other effects of compliance with U.S. and international regulations affecting our workforce. These regulations are increasingly focused on employment issues, including wage and hour, healthcare, immigration, retirement and other employee benefits and workplace practices. Compliance and claims of non-compliance with these regulations could result in liability and expense to us. Competition for labor has at times resulted in wage increases in the past and future competition could substantially increase our labor costs. Due to the labor-intensive nature of our businesses, a shortage of labor or increases in wage levels in excess of normal levels could have a material adverse effect on our business, financial condition or results of operations.

Continued or further unionization of our workforce may increase our costs and work stoppages could damage our business.

As of September 27, 2024, approximately 10,800 of our employees were represented by labor unions and covered by over 200 collective bargaining agreements with various terms and dates of expiration. There can be no assurance that any current or future issues with our employees will be resolved or that we will not encounter future strikes, work stoppages or other disputes with labor unions or our employees. A work stoppage or other limitations on our operations and facilities for any reason could have an adverse effect on our business, financial condition or results of operations.

The continued or further unionization of our workforce could increase our overall costs and adversely affect our flexibility to run our business in the most efficient manner, to remain competitive and acquire new business. In addition, any significant increase in the number of work stoppages at any of our operations could adversely affect our business, financial condition or results of operations.

We may incur significant liability as a result of our participation in multiemployer-defined benefit pension plans.

A number of our locations operate under collective bargaining agreements. Under some of these agreements, we are obligated to contribute to multiemployer-defined benefit pension plans. As a contributing employer to such plans, should we trigger either a “complete” or “partial” withdrawal, or should the plan experience a “mass” withdrawal, we could be subject to withdrawal liability for our proportionate share of any unfunded, vested benefits which may exist for the particular plan. In addition, if a multiemployer-defined benefit pension plan fails to satisfy the minimum funding standards, we could be liable to increase our contributions to meet minimum funding standards. Also, if another participating employer withdraws from the plan or experiences financial difficulty, including bankruptcy, our obligation could increase. The financial status of a small number of the plans to which we contribute has deteriorated in the recent past and continues to deteriorate. We proactively monitor the financial status of these and the other multiemployer-defined benefit pension plans in which we participate. In addition, any increased funding obligations for underfunded multiemployer-defined benefit pension plans could have an adverse financial impact on us.

Legal, Regulatory, Safety and Security Risks

If we fail to comply with requirements imposed by applicable law or other governmental regulations, we could become subject to lawsuits, investigations and other liabilities and restrictions on our operations that could significantly and adversely affect our business, financial condition or results of operations.

We are subject to governmental regulation at the federal, state, international, national, provincial and local levels in many areas of our business, such as employment laws, wage and hour laws, discrimination laws, immigration laws, human health and safety laws, import and export controls and customs laws, environmental laws, false claims or whistleblower statutes, tax codes, antitrust and competition laws, customer protection statutes, procurement regulations, intellectual property laws, supply chain laws, the Foreign Corrupt Practices Act and anti-corruption laws, lobbying laws, motor carrier safety laws and data privacy and security laws. We are, from time to time, subject to varied and changing rules and regulations at the federal, state, international, national, provincial and local level, including vaccine and testing mandates, capacity limitations and cleaning and sanitation standards, which may in the future impact our operations across customer locations and business sectors.

From time to time, government agencies have conducted reviews and audits of certain of our practices as part of routine inquiries of providers of services under government contracts, or otherwise. Like others in our industry, we also receive requests for information from government agencies in connection with these reviews and audits.

While we attempt to comply with all applicable laws and regulations, there can be no assurance that we are in full compliance with all applicable laws and regulations or interpretations of these laws and regulations at all times or that we will be able to comply with any future laws, regulations or interpretations of these laws and regulations.

Government agencies may make changes in the regulatory frameworks within which we operate that may require us to incur substantial increases in costs in order to comply with such laws and regulations. For example, during the outbreak of the COVID-19 pandemic, businesses, such as ours, were subject to new, varied and evolving rules and regulations at all levels of government, including vaccine and testing mandates, capacity limitations, cleaning and sanitation standards and travel restrictions, which have impacted, and may in the future, materially impact our operations.

If we fail to comply with applicable laws and regulations, including those referred to above, we may be subject to investigations, criminal sanctions or civil remedies, including fines, penalties, damages, reimbursement, injunctions, seizures, disgorgements or debarments from government contracts or the loss of the ability to operate our motor vehicles. The cost of compliance or the consequences of non-compliance, including debarments, could have a material adverse effect on our business, financial condition or results of operations and cause reputational harm.

Environmental regulations may subject us to significant liability and limit our ability to grow.

We use and manage chemicals and hazardous materials as part of our operations. We are subject to various environmental protection laws and regulations, including the United States Federal Clean Water Act, Clean Air Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act and similar local, provincial, state, federal and international laws and regulations governing the use, treatment, management, transportation, and disposal of wastes and hazardous materials. We are mindful of the environmental concerns surrounding the use, treatment, management, transportation and disposal of these chemicals and hazardous materials, and have taken and continue to take measures to comply with environmental protection laws and regulations.

In particular, industrial laundries generate wastewater, air emissions and related wastes as part of operations relating to the laundering of garments and other merchandise. Residues removed from soiled garments and other merchandise laundered at our facilities and from detergents and chemicals used in our wash process may be contained in discharges to air and water (through sanitary sewer systems and publicly owned treatment works) and in waste generated by our wastewater treatment systems. Similar to other companies in our industry, our industrial laundries are subject to certain air and water pollution discharge limits, monitoring, permitting and recordkeeping requirements.

We also own or operate a limited number of aboveground and underground storage tank systems at some locations to store petroleum or propane for use in our operations. Certain of these storage tank systems are subject to performance standards, periodic monitoring and recordkeeping requirements. We also use and manage hazardous materials, chemicals and wastes in our operations from time to time. In the course of our business, we may be subject to penalties and fines and reputational harm for non-compliance with environmental protection laws and regulations, and we may settle, or contribute

to the settlement of, actions or claims relating to the handling and disposal of wastes or hazardous materials. We may, in the future, be required to expend material financial amounts to rectify the consequences of any such events.

In addition, changes to environmental laws may subject us to additional costs or cause us to change aspects of our business. In particular, new laws and regulations related to climate change (including, but not limited to, certain requirements relating to the disclosure of greenhouse gas emissions and associated business risks), could affect our operations or result in significant additional expense and operating restrictions on us. Under environmental laws, we may be liable for the costs of removal or remediation of certain hazardous materials located on or in or migrating from our owned or leased property or located at sites that we operated in the past or to which we have sent waste for off-site disposal, as well as related costs of investigation and property damage. Such laws may impose liability without regard to our fault, knowledge, or responsibility for the presence of such hazardous materials. There can be no assurance that locations that we own, lease, or otherwise operate or operated in the past, or that we may acquire in the future, have been operated in compliance with environmental laws and regulations or that future uses or conditions will not result in the imposition of liability upon us under such laws or expose us to third-party actions such as tort suits. In addition, such regulations may limit our ability to identify suitable sites for new or expanded facilities. In connection with our present or past operations, including those by companies that we have acquired, hazardous substances may migrate from properties on which we operate or which were operated by our predecessors or companies we acquired to other properties. We may be subject to significant liabilities to the extent that human health is adversely affected or the value of such properties is diminished by such migration.

On a quarterly basis, we review each of our environmental sites to determine whether the costs of investigation and remediation of environmental conditions are probable and can be reasonably estimated as well as the adequacy of our reserves with respect to such costs. There can be no assurance that our reserves with respect to our environmental sites will be sufficient or that the costs of remediation and investigation will not substantially exceed our reserves as new facts, circumstances, or estimates arise.

Unanticipated changes in tax law could adversely impact our financial results.

We are subject to taxes in the United States and various foreign jurisdictions within which we conduct business. Considering the unpredictability of changes to tax laws and regulations in the jurisdictions in which we do business, it is difficult to estimate the potential adverse impact of these changes on our business and financial results. Changes in tax laws or regulations in these jurisdictions could increase our effective tax rate, restrict our ability to repatriate undistributed foreign earnings, or impose new restrictions, costs or prohibitions that could reduce our net income and adversely affect our cash flows.

Additionally, we may be under examination by the taxing authorities for historical tax positions, and we regularly assess the likelihood of adverse outcomes resulting from these audits. While we believe that our current tax provisions are appropriate, there can be no assurance that these items will be settled for the amounts accrued, that additional tax exposures will not be identified in the future or that additional tax reserves will not be necessary for any such exposure. Any increase in the amount of taxation incurred as a result of challenges to our tax filing positions could result in a material adverse effect on our business, consolidated results of operations and consolidated financial condition.

Our operations and reputation may be adversely affected by disruptions to or breaches of our information systems or if our data is otherwise compromised.

We are increasingly utilizing information technology systems, including with respect to administrative functions, financial and operational data, ordering, point-of-sale processing and payment and the management of our supply chain, to enhance the efficiency of our business and to improve the overall experience of our customers. We maintain confidential, proprietary and personal information about, or on behalf of, our potential, current and former customers, employees and other third parties in these systems or engage third parties in connection with storage and processing of this information. Such information includes employee, customer and third-party data, including credit card numbers, social security numbers, healthcare information and other personal information.

Our systems and the systems of our vendors and other third parties are subject to damage or interruption from power outages, computer or telecommunication failures, computer viruses, catastrophic events and implementation delays or difficulties, as well as usage errors by our employees or third-party service providers. These systems are also vulnerable to an increasing threat of rapidly evolving cyber-based attacks, including malicious software, attempts to deny access to

systems or networks, attempts to gain unauthorized access to data, including through phishing emails, attempts to fraudulently induce employees or others to disclose information, the exploitation of software and operating vulnerabilities and physical device tampering/skimming at card reader units. The techniques used to obtain unauthorized access, disable or degrade service or sabotage systems change frequently, may be difficult to detect for a long time and often are not recognized until after an attack is launched or occurs. As a result, we and such third parties may be unable to anticipate these techniques or to implement adequate preventative measures. In addition, we or such third parties may decide to upgrade existing information technology systems from time to time to support the needs of our business and growth strategy and the risk of system disruption is increased when significant system changes are undertaken.

We maintain a global cybersecurity program governed by an information security management system aligned with ISO27001 and mapped against NIST-800. The company's Chief Information Security Officer (CISO) is responsible for developing and managing the company's cybersecurity program and reporting cybersecurity matters to senior management, the Audit Committee, and the Board. We have established and maintain a cross-functional Cyber Governance Committee that is responsible for helping the CISO prioritize and manage evolving cyber risks.

We are subject to numerous laws and regulations in the United States and internationally as well as contractual obligations and other security standards, each designed to protect the personal information of customers, employees and other third parties that we collect and maintain. These laws and regulations are evolving to match changes in cyber-attacks and protection programs, which require us to review and amend the legal framework we have in place.

Because we accept debit and credit cards for payment from customers, we are also subject to various industry data protection standards and protocols, such as payment network security operating guidelines and the Payment Card Industry Data Security Standard (PCI - DSS). We are members of PCI, and we maintain a PCI certified Internal Security Assessor (ISA). In certain circumstances, payment card association rules and obligations make us liable to payment card issuers if information in connection with payment cards and payment card transactions that we hold is compromised, the liabilities for which could be substantial.

Cybersecurity related laws, regulations and obligations are increasing in complexity and number, change frequently and may be inconsistent across the various jurisdictions in which we operate. Additionally, the federal government and some states have adopted, are considering or in the future may adopt similar data protection laws. Our systems and the systems maintained or used by third parties and service providers to process data on our behalf may not be able to satisfy these changing legal and regulatory requirements, or may require significant additional investments or time to do so. If we fail to comply with these laws or regulations, we could be subject to significant litigation, monetary damages, regulatory enforcement actions or fines in one or more jurisdictions and we could experience a material adverse effect on our results of operations, financial condition and business.

During the normal course of business, we have experienced and expect to continue to experience cyber-based attacks and other attempts to compromise our information systems, although none, to our knowledge, has had a material adverse effect on our business, financial condition or results of operations. Any damage to, or compromise or breach of, our systems or the systems of our vendors could impair our ability to conduct our business, result in transaction errors, result in corruption or loss of accounting or other data, which could cause delays in our financial reporting, and result in a violation of applicable privacy and other laws, significant legal and financial exposure, reputational damage, adverse publicity and a loss of confidence in our security measures. Any such event could cause us to incur substantial costs, including costs associated with systems remediation, customer protection, litigation, lost revenue or the failure to retain or attract customers following an attack. The failure to properly respond to any such event could also result in similar exposure to liability. The occurrence of some or all of the foregoing could have a material adverse effect on our results of operations, financial condition, business and reputation.

We expect that stakeholder expectations relating to environmental, social and governance ("ESG") considerations may expose us to liabilities, increased costs, reputational harm and other adverse effects on our business.

We, along with many governments, regulators, investors, employees, customers and other stakeholders, are increasingly focused on ESG considerations relating to our business, including greenhouse gas emissions, human and civil rights and diversity, equity and inclusion. New laws and regulations in these areas have been proposed and may be adopted, and the criteria used by regulators and other relevant stakeholders to evaluate our ESG practices, capabilities and performance may change rapidly, which in each case could require us to undertake costly initiatives or operational changes. Non-compliance with these emerging rules or standards or a failure to address regulator, stakeholder and societal expectations may result in potential cost increases, litigation, fines, penalties, production and sales restrictions, brand or

reputational damage, loss of customers, suppliers and commercial partners, failure to retain and attract talent, lower valuation and higher investor activism activities. In addition, we may make statements about our ESG goals and initiatives through periodic financial and non-financial reports, information provided on our website, press statements and other communications. Managing these considerations and implementing these goals and initiatives involves risks and uncertainties, including increased costs, requires investments and often depends on third-party performance or data that is outside our control. We cannot guarantee that we will achieve any ESG goals and initiatives we may announce, satisfy all stakeholder expectations, or that the benefits of implementing or achieving these goals and initiatives will not surpass their projected costs. Any failure, or perceived failure, to achieve ESG goals and initiatives, as well as to manage ESG risks, adhere to public statements, comply with federal, state or international ESG laws and regulations or meet evolving and varied stakeholder expectations and standards could result in legal and regulatory proceedings against us and materially adversely affect our business, financial condition or results of operations.

We are subject to legal proceedings that may adversely affect our business, financial condition or results of operations.

We are subject to various litigation claims and legal proceedings including securities class actions, personal injury, customer contract, environmental and employment claims. Certain of these lawsuits or potential future lawsuits, if decided adversely to us or settled by us, may result in liability and expense material to our consolidated financial condition and consolidated results of operations. See “Item 3. Legal Proceedings”.

Risks Related to Our Indebtedness

We have debt obligations that could adversely affect our business and profitability and our ability to meet other obligations.

We have approximately \$1,162.5 million of borrowings outstanding as of September 27, 2024 under our senior secured credit agreement (the “Credit Agreement”), and we may incur additional indebtedness in the future. This significant amount of debt could potentially have important consequences to us and our debt and equity investors, including:

- requiring a substantial portion of our cash flow from operations to make interest payments, thereby reducing our ability to use our cash flow to fund operations, capital expenditures and future business opportunities;
- making it more difficult to satisfy debt service and other obligations;
- increasing the risk of a future credit ratings downgrade of our debt, which could increase future debt costs and limit the future availability of debt financing;
- increasing our vulnerability to general adverse economic and industry conditions;
- reducing the cash flow available to fund capital expenditures and other corporate purposes and to grow our business;
- limiting our flexibility in planning for, or reacting to, changes in our business and the industry;
- limiting our ability to adjust to changing market conditions and placing us at a competitive disadvantage relative to our competitors that may not be as highly leveraged with debt; and
- limiting our ability to borrow additional funds as needed or take advantage of business opportunities as they arise.

To the extent that we incur additional indebtedness, the foregoing risks could increase. In addition, our actual cash requirements in the future may be greater than expected. Our cash flow from operations may not be sufficient to repay all of the outstanding debt as it becomes due, and we may not be able to borrow money, sell assets or otherwise raise funds on acceptable terms, or at all, to refinance our debt.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly and potentially limit our ability to effectively refinance our indebtedness as it matures.

Borrowings under the Credit Agreement bear interest at variable rates and expose us to interest rate risk. If interest rates increase and we do not hedge such variable rates, our debt service obligations on the variable rate indebtedness will increase even though the amount borrowed will remain the same, which will negatively impact our net income and operating cash flows, including cash available for servicing our indebtedness.

Additionally, our ability to refinance portions of our indebtedness in advance of their maturity dates depends on securing new financing bearing interest at rates that we are able to service. While we believe that we currently have adequate cash flows to service the interest rates currently applicable to our indebtedness, if interest rates were to continue to rise significantly, we might be unable to maintain a level of cash flows from operating activities sufficient to meet our debt service obligations at such increased rates.

If our financial performance were to deteriorate, we may not be able to generate sufficient cash to service all of our indebtedness and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments on or to refinance our debt obligations depends on our financial condition and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. While we believe that we currently have adequate cash flows to service our indebtedness, if our financial performance were to deteriorate significantly, we might be unable to maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness.

If, due to such a deterioration in our financial performance, our cash flows and capital resources were to be insufficient to fund our debt service obligations, we may be forced to reduce or delay investments and capital expenditures, or to sell assets, seek additional capital or restructure or refinance our indebtedness. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations. In addition, if we were required to raise additional capital in the current financial markets, the terms of such financing, if available, could result in higher costs and greater restrictions on our business. In addition, if we were to need to refinance our existing indebtedness, the conditions in the financial markets at that time could make it difficult to refinance our existing indebtedness on acceptable terms or at all. If such alternative measures proved unsuccessful, we could face substantial liquidity problems and might be required to dispose of material assets or operations to meet our debt service and other obligations. Our Credit Agreement restricts our ability to dispose of assets and use the proceeds from any disposition of assets and to refinance our indebtedness. We may not be able to consummate those dispositions or to obtain the proceeds that we could realize from them and these proceeds may not be adequate to meet any debt service obligations then due.

Our debt agreements contain restrictions that limit our flexibility in operating our business.

Our Credit Agreement contains various covenants that limit our ability to engage in specified types of transactions. These covenants limit our and our restricted subsidiaries' ability to, among other things:

- incur additional indebtedness, refinance or restructure indebtedness or issue certain preferred shares;
- pay dividends on, repurchase or make distributions in respect of our capital stock;
- make certain investments;
- sell certain assets;
- create liens;
- consolidate, merge, sell or otherwise dispose of all or substantially all of our assets; and
- enter into certain transactions with our affiliates.

In addition, our Credit Agreement requires us to satisfy and maintain specified financial ratios and other financial condition tests. Our ability to meet those financial ratios and tests can be affected by events beyond our control and, in the

event of a significant deterioration of our financial performance, there can be no assurance that we will satisfy those ratios and tests. A breach of any of these covenants could result in a default under the Credit Agreement. Upon our failure to maintain compliance with these covenants that is not waived by the lenders under the Credit Agreement, the lenders under the credit facilities could elect to declare all amounts outstanding under the credit facilities to be immediately due and payable and terminate all commitments to extend further credit under such facilities. If we were unable to repay those amounts, the lenders under the credit facilities could proceed against the collateral granted to them to secure that indebtedness. We have pledged a significant portion of our assets as collateral under the Credit Agreement. If the lenders under the credit facilities accelerate the repayment of borrowings, there can be no assurance that we will have sufficient assets to repay those borrowings, as well as our unsecured indebtedness.

Risks related to accounts receivable securitization facility

Our reliance on an accounts receivable securitization facility subjects us to certain risks that could adversely affect our financial condition and results of operations.

Certain of our subsidiaries utilize a revolving accounts receivable securitization facility for working capital. Under this facility, certain subsidiaries sell certain accounts receivable to a special purpose entity, which then transfers these receivables to one or more financial institutions party to the facility as investors. While this facility allows us to monetize these accounts receivable and reduce our indebtedness, it exposes us to certain risks that could have a material adverse effect on our financial condition and results of operations.

Specifically, if there is a deterioration in the credit quality of our customers, a decline in collections, fewer originations of accounts receivable, or a significant increase in delinquent or defaulted accounts receivable, we may not be able to generate sufficient proceeds to maintain the facility. This could require us to seek alternative financing sources at less favorable terms or reduce our operating cash flow, impacting our ability to meet our financial obligations and invest in growth opportunities.

Additionally, our accounts receivable securitization facility contains restrictive covenants and asset eligibility criteria, including minimum credit quality standards for receivables, which, if violated, could lead to early repayment requirements, increased fees, or even termination of the facility. Any termination could further strain our liquidity and potentially require us to use other, possibly more costly, financing alternatives, adversely affecting our profitability, indebtedness profile and financial flexibility.

Lastly, if the securitization market experiences conditions such as increased risk aversion among investors, liquidity contraction or a tightening of available credit, we may face higher costs or limited access to funding, which could reduce our liquidity and ability to meet our financial obligations. Further, as we sold a substantial portion of our accounts receivable under our securitization facility, while such facility is outstanding, these accounts receivable are not available to secure other sources of funding. Our ability to obtain additional secured or unsecured financing on attractive terms in the future is uncertain. These factors could negatively impact our cash flow, financial condition, and overall business operations.

Risks Related to the Separation

We have limited history of operating as an independent company, and our historical financial information prior to the Separation is not necessarily representative of the results that we would have achieved as a separate, publicly traded company and may not be a reliable indicator of our future results.

The historical information about Vestis in this 10-K for the fiscal years ended September 29, 2023 and September 30, 2022 refers to Vestis as operated by and integrated with Aramark. The historical financial information of Vestis included in this 10-K for the fiscal years ended September 29, 2023 and September 30, 2022 is derived from the Combined Financial Statements and accounting records of Aramark. Accordingly, the historical financial information included in this 10-K for these periods does not necessarily reflect the financial condition, results of operations or cash flows that we would have achieved as a separate, publicly traded company during the periods presented or those that we will achieve in the future primarily as a result of the factors described below:

- Generally, our working capital requirements and capital for our general corporate purposes, including capital expenditures and acquisitions, have historically been satisfied as part of the corporate-wide cash management policies of Aramark. Following the completion of the Separation, our results of operations and cash flows

may be more volatile, and we may need to obtain additional financing from banks, through public offerings or private placements of debt or equity securities, strategic relationships or other arrangements, which may or may not be available and may be more costly.

- Prior to the Separation, our business was operated by Aramark as part of its broader corporate organization, rather than as an independent company. Aramark or one of its affiliates performed various corporate functions for us, such as legal, treasury, accounting, auditing, human resources, information technology, investor relations and finance. Our historical and financial results reflect allocations of corporate expenses from Aramark for such functions, which are likely to be less than the expenses we would have incurred had we operated as a separate publicly traded company.
- Historically, our business was integrated with the other businesses of Aramark and our business shared economies of scope and scale in costs, employees, vendor relationships and customer relationships. While Aramark has sought to minimize the impact on us when separating these arrangements, there is no guarantee these arrangements will continue to capture these benefits in the future.
- After the Separation, the cost of capital for our business may be higher than Aramark's cost of capital prior to the Separation.
- As an independent public company, we are subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Sarbanes-Oxley Act and the Dodd-Frank Wall Street Reform and Consumer Protection Act and are required to prepare standalone financial statements according to the rules and regulations required by the SEC. We cannot be certain that the measures we have taken to upgrade our systems, implement additional financial and management controls, reporting systems, and procedures, and hire additional accounting and financial staff will ensure that we continue to maintain adequate controls over our financial processes and reporting. Because of its inherent limitations, internal control over financial reporting might not prevent or detect fraud or misstatements. This, in turn, could have an adverse impact on trading prices for shares of our common stock, and could adversely affect our ability to access the capital markets.

We are repositioning our brand to remove the Aramark name, which could adversely affect our ability to attract and maintain customers.

We have historically marketed our products and services using the "Aramark" name and logo, which is a globally recognized brand with a strong reputation for high-quality products and services. Following the Separation, subject to limited exceptions, we are repositioning our brand and update, as applicable, our products and services using the "Vestis" name or other names and marks and removing the "Aramark" name and logo on our products and discontinuing its use in connection with our service offerings. These new names and brands may not benefit from the same recognition and association with product quality as the Aramark name, which could adversely affect our ability to attract and maintain our customers, who may prefer to use products with a more established brand identity.

We may be affected by restrictions under the tax matters agreement, including on our ability to engage in certain corporate transactions for a two-year period after the Separation, in order to avoid triggering significant tax-related liabilities.

Under current U.S. federal income tax law, a spin-off that otherwise qualifies for tax-free treatment can be rendered taxable to the parent corporation and its stockholders as a result of certain post-spin-off transactions, including certain acquisitions of shares or assets of the spun-off corporation. Under the tax matters agreement that we entered into with Aramark, we are restricted from taking certain actions that could prevent the Separation and certain related transactions from being tax-free for U.S. federal income tax purposes. In particular, under the tax matters agreement, for the two-year period following the Separation we are subject to specific restrictions on our ability to pursue or enter into acquisition, merger, sale and redemption transactions with respect to our stock. These restrictions may limit our ability to pursue certain strategic transactions or other transactions that we may believe to be in the best interests of our stockholders or that might increase the value of our business. In addition, under the tax matters agreement, we may be required to indemnify Aramark and its affiliates against any tax-related liabilities incurred by them as a result of the acquisition of our stock or assets, even if we do not participate in or otherwise facilitate the acquisition. Furthermore, we are subject to specific restrictions on discontinuing the active conduct of our trade or business, the issuance or sale of stock or other

securities (including securities convertible into our stock but excluding certain compensatory arrangements), and sales of assets outside the ordinary course of business. Such restrictions may reduce our strategic and operating flexibility.

We may be held liable to Aramark if we fail to perform under our agreements with Aramark which may negatively affect our business, financial condition or results of operations.

In connection with the Separation, the Company and Aramark entered into various agreements, including a separation and distribution agreement, a tax matters agreement, and other transaction agreements. If we do not satisfactorily perform our obligations under these agreements, we may be held liable for any resulting losses suffered by Aramark, subject to certain limits.

If there is a determination that the Separation or certain related transactions are taxable for U.S. federal income tax purposes, we could incur significant liabilities pursuant to our indemnification obligations under the tax matters agreement.

Aramark received a private letter ruling from the IRS and opinions of its outside tax advisors, in each case, satisfactory to the Aramark Board of Directors, regarding certain U.S. federal income tax matters relating to the Separation. The opinion of its outside tax advisors was based upon and relied on, among other things, various facts and assumptions, as well as certain representations, statements and undertakings of Aramark and us, including facts, assumptions, representations, statements and undertakings relating to the past and future conduct of the companies' respective businesses and other matters. If any of these facts, assumptions, representations and statements were or become inaccurate or incomplete, or if any such undertaking is not complied with, Aramark may not be able to rely on the opinions of its outside tax advisors, and the conclusions reached therein could be jeopardized.

Notwithstanding Aramark's receipt of the opinions of its outside tax advisors, the IRS could determine on audit that the Separation or certain related transactions are taxable for U.S. federal income tax purposes if it determines that any of the facts, assumptions, representations, statements and undertakings upon which the opinions were based are incorrect or have been violated, or if it disagrees with any of the conclusions in the opinions. Accordingly, notwithstanding Aramark's receipt of the opinions of its outside tax advisors, there can be no assurance that the IRS will not assert that the Separation or certain related transactions do not qualify for tax-free treatment for U.S. federal income tax purposes, or that a court would not sustain such a challenge. In the event the IRS were to prevail in such a challenge, Aramark and Aramark's stockholders could incur significant tax liabilities. Under the tax matters agreement that we entered into with Aramark, we generally will be required to indemnify Aramark for any taxes incurred by Aramark that arise as a result of (i) any representations made by us being inaccurate; (ii) an acquisition of our stock or assets or (iii) any other action undertaken or failure to act by us. Any such indemnification could materially adversely affect our business, financial condition or results of operations.

Satisfaction of indemnification obligations following the Separation could have a material adverse effect on our cash flows and our business, financial condition or results of operations.

Pursuant to the separation and distribution agreement and certain other agreements we entered into with Aramark in connection with the Separation, Aramark agrees to indemnify us for certain liabilities relating to Aramark's business, and we agree to indemnify Aramark for certain liabilities relating to our business. Indemnities that we may be required to provide Aramark could negatively affect our business.

If we are found responsible for a liability relating to Aramark's business, the indemnity from Aramark may not be sufficient to protect us against the full amount of such liability if, for example, Aramark is not able to fully satisfy its indemnification obligations. Moreover, even if we ultimately succeed in recovering from Aramark any amounts for which we are held liable, we may be temporarily required to bear these losses ourselves, requiring us to divert cash that would otherwise have been used in furtherance of our operating business. In addition, third parties could also seek to hold us responsible for any of the liabilities that Aramark has agreed to retain. Each of these risks could have a material adverse effect on our cash flows and our business, financial condition or results of operations.

There can be no assurance that we will have access to the capital markets on terms acceptable to us.

From time to time we may need to access the long-term and short-term capital markets to obtain financing. Although we believe that the sources of capital in place will permit us to finance our operations for the foreseeable future on acceptable terms and conditions, our access to, and the availability of, financing on acceptable terms and conditions in

the future will be impacted by many factors, including, but not limited to: (1) our financial performance; (2) our credit ratings; (3) the liquidity of the overall capital markets; and (4) the state of the economy. There can be no assurance that we will have access to the capital markets on terms acceptable to us.

Risks Related to our Common Stock

Your percentage of ownership in Vestis may be diluted in the future.

In the future, your percentage ownership in Vestis may be diluted because of equity issuances for acquisitions, capital market transactions or otherwise, including any equity awards that we will grant to our directors, officers and employees. Our employees have stock-based awards that correspond to shares of our common stock after the Separation as a result of conversion of their Aramark stock-based awards and have been issued new Vestis stock awards. Such awards will have a dilutive effect on our earnings per share, which could adversely affect the market price of our common stock. From time to time, we will issue additional stock-based awards to our employees under our employee benefits plans.

We cannot guarantee the timing, declaration, amount or payment of dividends on our common stock.

The timing, declaration, amount and payment of any future dividends are within the discretion of our Board of Directors, and will depend upon many factors, including our financial condition, earnings, capital requirements of our operating subsidiaries, covenants associated with certain of our debt service obligations, legal requirements, regulatory constraints, industry practice, ability to access capital markets and other factors deemed relevant by our Board of Directors. Moreover, there can be no assurance that we will continue to pay such dividends or the amount of such dividends.

Anti-takeover provisions could enable our Board of Directors to resist a takeover attempt by a third party and limit the power of our stockholders.

Our amended and restated certificate of incorporation and amended and restated bylaws contain, and Delaware law contains, provisions that are intended to deter coercive takeover practices and inadequate takeover bids by making such practices or bids too expensive to the bidder and to encourage prospective acquirers to negotiate with our Board of Directors rather than to attempt a hostile takeover. These provisions are, among others:

- until the third annual stockholder meeting following the Separation, our Board of Directors will be divided into three classes, with each class consisting, as nearly as may be possible, of one-third of the total number of directors, which could have the effect of making the replacement of incumbent directors more time consuming and difficult;
- as long as the Board of Directors is classified, our directors can be removed by stockholders only for cause
- vacancies occurring on the Board of Directors can only be filled by a majority of the remaining members of our Board of Directors or by a sole remaining director;
- for two years following the Separation, stockholders do not have the right to call a special meeting;
- stockholders do not have the ability to act by written consent;
- our Board of Directors has the power to designate and issue, without any further vote or action by the our stockholders, shares of preferred stock from time to time in one or more series; and
- stockholders have to follow certain procedures and notice requirements in order to present certain proposals or nominate directors for election at stockholder meetings.

In addition, we are subject to Section 203 of the Delaware General Corporation Law, which could have the effect of delaying or preventing a change of control that you may favor. Section 203 provides that, subject to limited exceptions, persons that acquire, or are affiliated with persons that acquire, more than 15% of the outstanding voting stock of a Delaware corporation may not engage in a business combination with that corporation, including by merger, consolidation or acquisitions of additional shares, for a three-year period following the date on which that person or any of its affiliates becomes the holder of more than 15% of the corporation's outstanding voting stock.

We believe these provisions protect our stockholders from coercive or otherwise unfair takeover tactics by requiring potential acquirers to negotiate with our Board of Directors and by providing the Board with more time to assess any acquisition proposal. These provisions are not intended to make us immune from takeovers; however, these provisions will apply even if the offer may be considered beneficial by some stockholders and could delay or prevent an acquisition that our Board of Directors determines is not in the best interests of Vestis and its stockholders. These provisions may also prevent or discourage attempts to remove and replace incumbent directors. In addition, an acquisition or further issuance of our common stock could trigger the application of Section 355(e) of the Code, causing the Separation to be taxable to Aramark. Under the tax matters agreement, we are required to indemnify Aramark for the resulting tax, and this indemnity obligation might discourage, delay or prevent a change of control that our stockholders may consider favorable.

Our amended and restated certificate of incorporation designate the state courts within the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by Vestis stockholders, which could discourage lawsuits against Vestis and our directors and officers.

Our amended and restated certificate of incorporation provides that, unless we (through approval of our Board of Directors) consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (1) any derivative action brought on behalf of Vestis, (2) any action asserting a claim of breach of a fiduciary duty owed by any director or officer or other employee of Vestis to Vestis or Vestis's stockholders, (3) any action asserting a claim against Vestis or any director or officer or other employee of Vestis arising pursuant to, or seeking to enforce any right, obligation or remedy under, any provision of the Delaware General Corporation Law (the "DGCL") or Vestis's amended and restated certificate of incorporation or amended and restated bylaws (as either may be amended from time to time), (4) any action asserting a claim against Vestis or any director or officer or other employee of Vestis governed by the internal affairs doctrine, which is a conflict of laws principle which recognizes that only one state should have the authority to regulate a corporation's internal affairs or (5) any action as to which the DGCL (as it may be amended from time to time) confers jurisdiction on the Court of Chancery of the State of Delaware. If and only if the Court of Chancery of the State of Delaware dismisses any such action for lack of subject matter jurisdiction, such action may be brought in another state court sitting in the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware). This exclusive forum provision applies to all covered actions, including any covered action in which the plaintiff chooses to assert a claim or claims under federal law in addition to a claim or claims under Delaware law. However, the exclusive forum provision does not apply to actions asserting only federal law claims under the Securities Act or the Exchange Act, regardless of whether the state courts in the State of Delaware have jurisdiction over those claims. Although we believe the exclusive forum provision benefits us by providing increased consistency in the application of law in the types of lawsuits to which it applies, the provision may limit the ability of our stockholders to bring a claim in a judicial forum that such stockholders find favorable for disputes with Vestis or its directors or officers, and it may be costlier for our stockholders to bring a claim in the Court of Chancery of the State of Delaware than other judicial forums, each of which may discourage such lawsuits against Vestis and its directors and officers.

Although our amended and restated certificate of incorporation includes this exclusive forum provision, it is possible that a court could rule that this provision is inapplicable or unenforceable. Alternatively, if a court were to find this exclusive forum provision inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings described above, we may incur additional costs associated with resolving such matters in other jurisdictions, which could negatively affect our business, financial condition or results of operations.

Item 1B. *Unresolved Staff Comments.*

None.

Item 1C. *Cybersecurity.*

Risk Management and Strategy

The Company maintains comprehensive policies, procedures, and controls to protect the Company's information systems and related data from cybersecurity threats and incidents. The Company's cybersecurity risk management program is aligned with the International Standards Organization (ISO 27001:2022) and mapped to National Institute of Standards

Special Publication 800-53 Revision 5 (NIST 800-53). The Company's cybersecurity program is integrated into the Company's overarching enterprise risk management program.

The Company's Chief Information Security Officer (CISO) is responsible for managing the Company's cybersecurity program and reporting on cybersecurity matters to management, the Cyber Governance Committee, and the Company's board of directors. The CISO has over twenty years of cybersecurity and technology experience, originating with cryptography and security experience as a military officer and progressing through senior management roles at prominent global audit and technology consulting corporations. The CISO leads the Company's cybersecurity and information technology compliance department which is staffed with technical and compliance personnel with the appropriate experience and certifications required to accomplish the department's mandates. The CISO is supervised by the Company's Chief Technology Officer.

The Company maintains a Cyber Governance Committee, which meets quarterly, and interfaces with other functional areas within the Company, including, but not limited to, legal, internal audit, accounting, risk management, human resources, as well as external third-party partners. The CISO serves as the chair of the committee, which has been tasked with providing governance and oversight of the Information Security and Management System and to provide governance during major cybersecurity incidents.

The Company engages third parties to assist with the monitoring components of the security infrastructure that we have deployed. As required, the Company engages consultants and third parties to assist with penetration testing, tabletop incident response exercises, or other activities necessary to comply with various standards and certifications that we require to operate as a business. The Company provides regular awareness training to our employees and consultants using our collaboration platforms, including periodic phishing tests, to help identify, avoid, and mitigate cybersecurity threats, as well as targeted security training for key departments dealing with sensitive data types. Where needed, the Company seeks appropriate certifications from vendors and contractually requires adherence to data privacy and security requirements from its vendors. Where service providers are materially utilized, the company obtains SOC1 or SOC2 reports and complies with complementary user entity controls to keep those attestations valid.

The Company operates technologies that are exposed to the internet, and although robust cybersecurity programs, technologies, and safeguards are deployed to help protect the Company's operations and assets, the Company by nature is exposed to material cybersecurity attacks that are either generally targeted at companies that operate on the internet, or the Company by nature remains exposed to attacks that are specifically directed at the Company's technology systems exposed to the internet.

Governance

The Company's Board of Directors provide ultimate oversight of the Company's cybersecurity risk management program. As reflected in the Audit Committee's charter, the Board of Directors has specifically delegated responsibility for oversight of cybersecurity matters to the Audit Committee. The CISO presents quarterly updates to the Audit Committee on the Company's cyber risks and threats, status of projects to strengthen the Company's information security systems, and emerging threats.

During the normal course of business, the Company has experienced and expects to continue to experience cyber-based attacks and other attempts to compromise our information systems, although none, to our knowledge, has had a material adverse effect on our business, financial condition or results of operations. The Company does not believe that any risks from cybersecurity threats, nor any previous cybersecurity incidents, have materially affected the Company. However, the sophistication of cyber threats continues to increase, and the preventative actions the Company has taken and continues to take to reduce the risk of cyber incidents and protect its systems and information may not successfully protect against all cyber incidents. For more information on how cybersecurity risk may materially affect the Company's business strategy, results of operations, or financial condition, please refer to Item 1A, "Risk Factors."

Item 2. Properties.

Our principal executive offices are currently leased at 1035 Alpharetta Street, Roswell, GA 30075. As of September 27, 2024, we operated 375 sites including laundry plants, satellite plants, distribution centers and manufacturing plants that are located across the United States, Canada, and Mexico. We own 189 buildings, including distribution centers and satellite plants. We own 161 buildings in the United States and 28 buildings in Canada. We lease 186 premises, consisting of offices, laundry plants, satellite plants, manufacturing plants, and distribution centers. We lease 173 premises in the United States and 13 premises in Canada. No individual parcel of real estate owned or leased is of material significance to our total assets.

Item 3. Legal Proceedings.

On May 13, 2022, Cake Love Co. (“Cake Love”) commenced a putative class action lawsuit against AmeriPride Services, LLC (“AmeriPride”), a subsidiary of Vestis, in the United States District Court for the District of Minnesota. The lawsuit was subsequently updated to add an additional named plaintiff, Q-Mark Manufacturing, Inc. (“Q-Mark”) and, together with Cake Love, the “Plaintiffs”). Plaintiffs allege that the defendants increased certain pricing charged to members of the purported class without the proper notice required by service agreements between AmeriPride and members of the purported class and that AmeriPride breached the duty of good faith and fair dealing. Plaintiffs seek damages on behalf of the purported class representing the amount of the allegedly improperly noticed price increases along with attorneys’ fees, interest and costs. In the current quarter, the parties reached a settlement in principle, subject to court approval. The settlement includes, among other terms, a monetary component of \$3.1 million. The full amount of the proposed settlement has been provided for in the Consolidated and Combined Financial Statements.

From time to time, Vestis and its subsidiaries are a party to various other legal actions, proceedings and investigations involving claims incidental to the conduct of their business or otherwise related to us, including actions by customers, employees, government entities and third parties, including under federal, state, international, national, provincial and local employment laws, wage and hour laws, discrimination laws, immigration laws, human health and safety laws, import and export controls and customs laws, environmental laws, false claims or whistleblower statutes, tax codes, antitrust and competition laws, customer protection statutes, procurement regulations, intellectual property laws, supply chain laws, the Foreign Corrupt Practices Act and other anti-corruption laws, lobbying laws, motor carrier safety laws, data privacy and security laws, or alleging negligence and/or breaches of contractual and other obligations. Based on information currently available, advice of counsel, available insurance coverage, established reserves and other resources, except as set forth below, we do not believe that any such actions are likely to be, individually or in the aggregate, material to our business, financial condition, results of operations or cash flows. However, in the event of unexpected further developments, it is possible that the ultimate resolution of these matters, or other similar matters, if unfavorable, may be materially adverse to our business, financial condition, results of operations or cash flows.

On May 17, 2024, a purported Vestis shareholder commenced a putative class action lawsuit against Vestis and certain of its officers, in the United States District Court for the Northern District of Georgia, captioned Plumbers, Pipefitters and Apprentices Local No. 112 Pension Fund v. Vestis Corporation, et al., Case No. 1:24-cv-02175-SDG. The lawsuit is purportedly brought on behalf of purchasers of Vestis’ common stock between October 2, 2023 and May 1, 2024, inclusive. The complaint alleges claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, based on allegedly false or misleading statements generally related to our business and operations, pricing practices, and financial results and outlook. The lawsuit seeks unspecified damages and other relief. On September 23, 2024, the Court appointed co-lead plaintiffs. On October 30, 2024, the Court entered an amended scheduling order.

On June 4, 2024, a purported Vestis shareholder commenced a putative class action lawsuit against Vestis, in the Court of Chancery of the State of Delaware, captioned O’Neill v. Vestis Corp., Case No. 2024-0600-JTL. The lawsuit is purportedly brought on behalf of Vestis shareholders. The complaint alleges a single claim for declaratory judgment, seeking to invalidate and void Section II.5(d) of Vestis’ Amended and Restated Bylaws, effective September 29, 2023. On October 7, 2024, the Court granted a stipulation to consolidate multiple related actions involving similar company defendants, including the Vestis action, solely for purposes of adjudicating an omnibus motion to dismiss the complaints in each of those actions. On October 11, 2024, Vestis and the other consolidated defendants filed an omnibus motion to dismiss.

On July 10, 2024, a purported Vestis shareholder commenced a derivative action against Vestis’ directors and certain of its officers, in the United States District Court for the Northern District of Georgia, captioned Hollin v. Scott, et al., Case No. 1:24-cv-03059-SDG. The complaint seeks unspecified damages on behalf of Vestis and certain other relief, such as certain reforms to corporate governance and internal procedures. The complaint (in which Vestis is named as a nominal defendant) generally alleges, among other things, breaches of fiduciary duties in connection with the oversight of Vestis’ public statements and internal controls, and that Vestis was damaged as a result of the breaches of fiduciary duties. The complaint also alleges, among other things, violations of Section 10(b) of the Securities Exchange Act of 1934, aiding and abetting breach of fiduciary duty, unjust enrichment, and waste of corporate assets.

We cannot predict the outcome of these legal matters, nor can we predict whether any outcome may be materially adverse to our business, financial condition, results of operations or cash flows. We intend to vigorously defend these matters.

Item 4. *Mine Safety Disclosures.*

Not applicable.

PART II

Item 5. *Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.*

Market Information

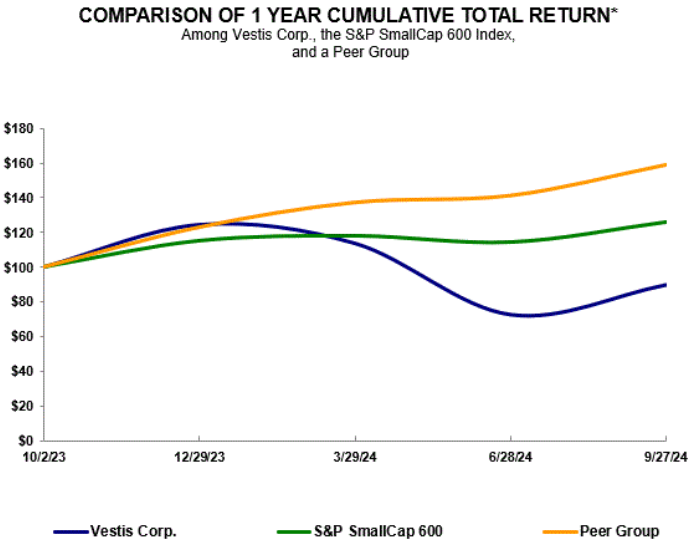
Shares of our common stock began regular-way trading on October 2, 2023 and are quoted on the NYSE under the ticker symbol “VSTS.” Prior to October 2, 2023 there was no public market for our common stock. As of October 25, 2024, there were approximately 770 holders of record of our outstanding common stock. This does not include persons who hold our common stock in nominee or “street name” accounts through brokers or banks.

Dividends

We declared and paid a quarterly dividend of \$0.035 per share to our shareholders of record for the first, second, and third quarter of fiscal 2024. In the fourth quarter of fiscal 2024, we declared a dividend of \$0.035 to be paid in the first quarter of fiscal 2025. The timing, declaration, amount and payment of any future dividends will continue to be within the discretion of our Board of Directors and will depend upon many factors, including our financial condition, earnings, capital requirements of our operating subsidiaries, covenants associated with certain of our debt service obligations, legal requirements, regulatory constraints, industry practice, ability to access capital markets and other factors deemed relevant by our Board of Directors. There can be no assurance that we will continue to pay such dividends or the amount of such dividends.

Stock Performance Graph

The following graph compares the total return on the Company’s common stock for our fiscal 2024 year with the Standard & Poor’s SmallCap 600 Index (“S&P 600”) and a customized peer group of three companies that includes Cintas Corporation, UniFirst Corporation, and Rollins, Inc.. The graph assumes \$100 was invested in the S&P 600 and peer group companies on the first day of regular-way trading on October 2, 2023 for our common stock, and that all dividends were reinvested. The total return for the peer group companies was weighted according to the market capitalization of each company.



*\$100 invested on 10/2/23 in stock or 9/30/23 in index, including reinvestment of dividends.
Index calculated on month-end basis.

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	10/2/23	12/29/23	3/29/24	6/28/24	9/27/24
Vestis Corp.	100.00	124.51	113.71	72.38	89.64
S&P SmallCap 600	100.00	115.12	117.95	114.29	125.86
Peer Group	100.00	122.81	136.98	140.93	158.59

The stock price performance included in this graph is not necessarily indicative of future stock price performance.

Item 6. [Reserved].

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion and analysis of Vestis Corporation's ("Vestis", the "Company", "our", "we" or "us") financial condition and results of operations for the fiscal years ended September 27, 2024 and September 29, 2023 should be read in conjunction with our audited Consolidated and Combined Financial Statements and the notes to those statements. For additional information on the year ended September 30, 2022 and year-over-year comparisons to September 29, 2023, refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual Report on Form 10-K filed with the Securities and Exchange Commission ("SEC") for the fiscal year ended September 29, 2023.

This discussion contains forward-looking statements, such as our plans, objectives, opinions, expectations, anticipations, intentions, and beliefs, that are based upon our current expectations but that involve risks and uncertainties. Actual results and the timing of events could differ materially from those anticipated in those forward-looking statements as a result of a number of factors, including those set forth under "Risk Factors," "Cautionary Note Regarding Forward-Looking Statements" and "Business" sections and elsewhere in this Annual Report on Form 10-K ("Annual Report").

All amounts discussed are in thousands of U.S. dollars, except where otherwise indicated.

Company Overview

We are a leading provider of uniforms and workplace supplies across the United States and Canada, with over 75 years of experience in the workplace apparel and supplies industry. We provide a full range of uniform programs, restroom supply services, first aid supplies and safety products, as well as ancillary items such as floor mats, towels, and linens, to more than 300,000 customer locations across the United States and Canada. We compete with national, regional, and local providers who vary in size, scale, capabilities and product and service offering. Primary methods of competition include product quality, service quality and price. Notable competitors of size include Cintas Corporation and UniFirst Corporation, as well as numerous regional and local competitors. Additionally, many businesses perform certain aspects of our product and service offerings in-house rather than outsourcing them and leveraging the benefits of full-service programs.

With approximately 19,600 employees, we operate a network of over 350 facilities including laundry plants, satellite plants, distribution centers and manufacturing plants along with a fleet of service vehicles that support over 3,300 pick-up and delivery routes. We have two manufacturing facilities in Mexico with approximately 189,000 square feet of manufacturing capacity between both plants that produce approximately 60% of our uniforms and linens products. We source raw materials, finished goods, equipment, and other supplies from a variety of domestic and international suppliers. We leverage our broad footprint, supply chain, delivery fleet and route logistics capabilities to serve customers on a recurring basis, typically weekly, and primarily through multi-year contracts.

Our full-service uniform offering ("Uniforms") includes the design, sourcing, manufacturing, customization, personalization, delivery, laundering, sanitization, repair, and replacement of uniforms. Our uniform options include shirts, pants, outerwear, gowns, scrubs, high visibility garments, particulate-free garments, and flame-resistant garments, along with shoes and accessories. We service our customers on a recurring rental basis, typically weekly, delivering clean uniforms while, during the same visit, picking up worn uniforms for inspection, cleaning and repair or replacement. In addition to our weekly, recurring customer contracts, we offer customized uniforms through direct sales agreements, typically for large, regional, or national companies.

In addition to Uniforms, we also provide workplace supplies (“Workplace Supplies”) including restroom supply services, first aid supplies and safety products, floor mats, towels, and linens. Similar to our uniform offering, on a recurring rental basis, generally weekly, we pick up used and soiled floor mats, towels and linens, replacing them with clean products. We also restock restroom supplies, first aid supplies and safety products as needed.

We manage and operate our business in two reportable segments, United States and Canada. Both segments provide Uniforms and Workplace Supplies, as described above, to customers within their specific geographic territories.

Separation from and Relationship with Aramark

On September 30, 2023 (the “Distribution Date”), Aramark completed the previously announced spin-off of Vestis (the “Spin-Off,” or the “Separation”). The Separation was completed through a distribution of our outstanding common stock to stockholders of record of Aramark’s common stock as of the close of business on September 20, 2023. Aramark stockholders of record received one share of Vestis common stock for every two shares of common stock, par value \$0.01, of Aramark.

Following the separation, certain functions that Aramark provided to us prior to the separation continued to be provided to us by Aramark under a transition services agreement. As of September 27, 2024 these transition services were no longer being provided.

Basis of Presentation

Consolidated Financial Statements

The Consolidated Financial Statements reflect the historical results of operations, comprehensive income and cash flows for the year ended September 27, 2024 and the financial position as of September 27, 2024 for Vestis.

Combined Financial Statements

The Combined Financial Statements reflect the combined historical results of operations, comprehensive income and cash flows for the years ended September 29, 2023 and September 30, 2022 and the financial position as of September 29, 2023 for Vestis. The Combined Financial Statements have been derived from Aramark’s historical accounting records and were prepared on a standalone basis in accordance with generally accepted accounting principles in the United States (“U.S. GAAP”) and pursuant to the rules and regulations of the SEC. The assets, liabilities, revenue, and expenses of Vestis have been reflected in these Combined Financial Statements on a historical cost basis, as included in the Combined Financial Statements of Aramark, using the historical accounting policies applied by Aramark. Historically, separate financial statements have not been prepared for Vestis and it has not operated as a standalone business from Aramark. The historical results of operations, financial position and cash flows of Vestis presented in these Combined Financial Statements may not be indicative of what they would have been had we been an independent standalone public company, nor are they necessarily indicative of our future results of operations, financial position, and cash flows.

Our business has historically functioned together with other Aramark businesses. Accordingly, we relied on certain of Aramark’s corporate support functions to operate. The Combined Financial Statements include all revenues and costs directly attributable to us and an allocation of expenses related to certain Aramark corporate functions. These expenses have been allocated to us on the basis of direct usage where identifiable, with the remainder allocated on a pro rata basis of revenues, headcount or other drivers. We consider these allocations to be a reasonable reflection of the utilization of services or the benefit received. However, the allocations may not be indicative of the actual expense that would have been incurred had we operated as an independent, standalone public entity, nor are they indicative of our future expenses.

The Combined Financial Statements include assets and liabilities that have been determined to be specifically identifiable or otherwise attributable to us.

Our cash flows within the United States segment were transferred to Aramark regularly as part of Aramark’s centralized cash management program. Our cash flows within the Canada segment were reinvested locally. The cash and cash equivalents held by Aramark at the corporate level were not specifically identifiable to us and therefore were not allocated to any of the periods presented. Only cash amounts specifically attributable to us are reflected in the Combined Balance Sheets. Transfers of cash, both to and from Aramark’s central cash management system, are reflected as a

component of “Net parent investment” on the Combined Balance Sheets and in “Net cash used in financing activities” on the accompanying Combined Statements of Cash Flows.

Aramark’s long-term borrowings and related interest expense, exclusive of certain financing lease obligations, have not been attributed to us for any of the periods presented because the borrowings are neither directly attributable to us nor are we the primary legal obligor of such borrowings. However, as of September 29, 2023, we incurred indebtedness in an aggregate principal amount of \$1,500 million, which have been included in the Combined Financial Statements (see Note 4. Borrowings to our Combined Financial Statements).

All intercompany transactions and balances within Vestis have been eliminated. Transactions between us and Aramark have been included in these Combined Financial Statements and are considered related party transactions (see Note 15. Related Party Transactions and Parent Company Investment to our Combined Financial Statements).

The “Provision for Income Taxes” in the Combined Statements of Income has been calculated as if we filed a separate tax return and were operating as a standalone company. Therefore, income tax expense, cash tax payments and items of current and deferred income taxes may not be reflective of our actual tax balances prior to or subsequent to the distribution.

Sources of Revenue

We generate and recognize over 94% of our total revenue from route servicing contracts on both Uniforms, which we generally manufacture, and Workplace Supplies, such as mats, towels, and linens that are procured from third-party suppliers. Revenue from these contracts represent a single-performance obligation and are recognized over time as services are performed based on the nature of services provided and contractual rates (output method). We generate the remaining revenue primarily from the direct sale of uniforms to customers, with such revenue being recognized when the related performance obligation is satisfied, typically upon the transfer of control of the promised product to the customer. Revenue is recognized in an amount that reflects the consideration we expect to be entitled to in exchange for the services or products described above and is presented net of sales and other taxes we collect on behalf of governmental authorities.

Costs and Expenses

Our costs and expenses are comprised of cost of services provided (exclusive of depreciation and amortization) (hereafter referred to as “cost of services provided”), depreciation and amortization and selling, general and administrative expenses.

Cost of services provided includes the costs associated with the recurring pickup, processing and delivery of products to rental customers, the amortized cost of merchandise in service for the rental business, and the cost of products sold to customers through our direct sales offerings.

Depreciation and amortization expense reflects the cost of investments in our manufacturing plants, processing facilities, distribution centers and technology capabilities, and the amortization of intangible assets related to acquisitions. More specifically, depreciation expense is related to processing operation assets such as washers, dryers, steam tunnels and related equipment, distribution centers and related product handling and storage equipment, company-owned and financed delivery vehicles, information technologies and other assets for which we expect to receive an economic benefit for greater than one year. The cost of these investments is depreciated on a straight-line basis over 3 to 40 years based upon the estimated useful life of the asset.

Selling, general and administrative expenses include costs attributable to our sales team and the administrative functions required to support our customers and our team members.

Interest Expense is comprised of interest expense incurred under our Credit Agreement and interest expense recognized on financing leases.

Other income, net is primarily comprised of fees incurred for our accounts receivable securitization facility and our share of the financial results for our equity method investment.

Provision for Income Taxes

The Provision for Income Taxes represents federal, foreign, state, and local income taxes. Our effective tax rate differs from the statutory United States income tax rate due to the effect of state and local income taxes, the tax rate in Canada where we have operations, change to deferred taxes on foreign investments, tax credits, and certain nondeductible expenses.

Foreign Currency Fluctuations

The impact from foreign currency translation assumes constant foreign currency exchange rates based on the rates in effect for the prior fiscal year period being used in translation for the comparable current year period. We believe that providing the impact of fluctuations in foreign currency rates on certain financial results can facilitate analysis of period-to-period comparisons of business performance.

Fiscal Year

Our fiscal year is the 52- or 53-week period which ends on the Friday nearest to September 30th. The fiscal years ended September 27, 2024, September 29, 2023 and September 30, 2022 were each 52-week periods.

Key Trends Affecting Our Results of Operations

We serve the uniforms, mats, towels, linens, restroom supplies, first-aid supplies and safety products industry within the United States and Canada. This includes businesses that outsource these services through rental programs or direct purchases, as well as non-programmers, or businesses that maintain these services in-house. We believe that demand in this industry is largely influenced by macro-economic conditions, employment levels, increasing standards for workplace hygiene and safety and an ongoing trend of businesses outsourcing non-core, back-end operations. As a result of the diversity of our customers and the wide variety of industries in which they participate, demand for our products and services is not specifically linked to the cyclical nature of any one sector.

Global events, including ongoing geopolitical events, have adversely affected global economies, disrupted global supply chains and labor force participation, and created significant volatility and disruption of financial markets. While we do not have direct operations in Russia and Ukraine or in Israel, conflicts in those regions further disrupted global supply chains and heightened volatility and disruption of global financial markets. The ongoing volatility and disruption of financial markets caused by these global events, as well as other current global economic factors, triggered inflation in labor and energy costs and has driven significant changes in foreign currencies. The impact on our longer-term operational and financial performance will depend on future developments, including our response and governmental response to inflation, the duration and severity of the ongoing volatility and disruption of global financial markets and our ability to effectively hire and retain personnel. Some of these future developments are outside of our control and are highly uncertain.

We continue to remain principally focused on the safety and well-being of our employees, customers, and everyone we serve, while simultaneously taking timely, proactive measures to adapt to the current environment. We continue to evaluate and react to the effects of a prolonged global disruption, including items such as inflationary pressures on product and energy costs and greater labor challenges. These challenges have continued to impact our business during fiscal 2024. Our actions to mitigate the effects of inflation in fiscal 2023 and fiscal 2024 included operating cost reductions, reductions in discretionary spending and reductions in our non-operational footprint, along with the implementation of targeted and strategic price increases under the terms of our customer contracts. We do not know whether we will be able to mitigate any future impacts of inflation with further increases in pricing for our goods and services. We continue to evaluate and react to take appropriate actions to mitigate the risk in these areas. See “Risk Factors—Operational Risks—Unfavorable economic conditions have in the past adversely affected, are currently affecting and in the future could adversely affect our business, financial condition or results of operations.”

Results of Operations

Fiscal 2024 Compared to Fiscal 2023

The following table presents an overview of our results on a combined basis with the amount of and percentage change between periods for the fiscal years 2024 and 2023 (dollars in thousands).

	Fiscal Year Ended		Change	Change
	September 27, 2024	September 29, 2023	\$	%
Revenue	\$ 2,805,820	\$ 2,825,286	\$ (19,466)	(0.7 %)
Operating Expenses:				
Cost of services provided ⁽¹⁾	1,989,872	1,970,215	19,657	1.0 %
Depreciation and amortization	140,781	136,504	4,277	3.1 %
Selling, general and administrative expenses	517,216	500,658	16,558	3.3 %
Total Operating Expenses	2,647,869	2,607,377	40,492	1.6 %
Operating Income	157,951	217,909	(59,958)	(27.5 %)
Gain on Sale of Equity Investment, net	—	(51,831)	51,831	(100.0 %)
Interest Expense, net	126,563	2,109	124,454	5901.1 %
Other (Income), net	(642)	(2,099)	1,457	(69.4 %)
Income Before Income Taxes	32,030	269,730	(237,700)	(88.1 %)
Provision for Income Taxes	11,060	56,572	(45,512)	(80.4 %)
Net Income	\$ 20,970	\$ 213,158	\$ (192,188)	(90.2 %)

(1) Exclusive of depreciation and amortization

Consolidated revenue of \$2,805.8 million decreased \$19.5 million or 0.7% in fiscal 2024 compared to the prior fiscal year. Temporary energy fees of \$26.7 million recorded during fiscal 2023 that did not repeat during fiscal 2024 accounted for approximately 100 basis points of the decrease. Sales volume growth and the net effect of pricing actions contributed approximately \$220 million and \$59 million, respectively, with approximately 680 basis points of the volume growth coming from new customer sales. The sales growth was partially offset by the impact on revenue from customer losses along with lower year-over-year direct sales. There was a negligible impact to revenue growth from the change in foreign currency rates year-over-year. Customer retention¹ improved from 90.4% in fiscal 2023 to 91.9% in fiscal 2024.

Cost of services provided increased \$19.7 million, or 1.0%, in fiscal 2024 compared to the prior fiscal year primarily due to an increase in labor costs of \$20.2 million, rental merchandise in service costs of \$6.3 million, and vehicle costs of \$6.2 million partially offset by \$12.2 million of lower energy costs linked primarily to lower energy rates as well as productivity savings from route optimization efforts.

Selling, general and administrative expenses increased \$16.6 million, or 3.3%, in fiscal 2024 compared to the prior fiscal year. The increase was primarily due to approximately \$18 million of incremental public company and standalone costs, a prior fiscal year \$6.8 million gain on sale of land, \$13.0 million of incremental bad debt expense, and \$5.1 million of increased insurance costs. The increases were partially offset by the prior year \$7.7 million impairment of operating lease right-of-use assets and other costs, a \$9.0 million decrease in selling payroll costs, and a \$8.6 million decrease in separation and rebranding costs.

Operating income of \$158.0 million decreased 27.5% in fiscal 2024 compared to the prior fiscal year from the impact of changes in revenue and costs noted above.

Gain on Sale of Equity Investments, net, decreased \$51.8 million in fiscal 2024 from the prior fiscal year. The Company sold its equity investment in Sanikleen, a Japanese linen supply company, in fiscal 2023.

Interest Expense, net, increased \$124.5 million in fiscal 2024 from the prior fiscal year primarily due to the issuance of our term loan debt on September 29, 2023, and subsequently partially refinanced on February 22, 2024. Prior to September 29, 2023, the Company had no debt obligations. Interest expense in fiscal 2024 also included a \$3.9 million

non-cash expense for the write-off of unamortized debt issuance costs associated with the extinguishment of our \$800 million Term Loan A-1 as a result of the aforementioned refinancing.

Other Income, net, decreased \$1.5 million, in fiscal 2024 from the prior fiscal year primarily as a result of expenses from the Company's Accounts Receivable Securitization Facility, which was entered on August 2, 2024.

The provision for income taxes for fiscal 2024 was recorded at an effective rate of 34.5% compared to an effective rate of 21.0% in fiscal 2023. The higher effective tax rate was primarily due to the non-taxable gain on the sale of our equity investment in Sanikleen in fiscal 2023, change in deferred tax on foreign investments in fiscal 2024, and the impact of tax adjustments on the lower year-over-year earnings.

Net income of \$21.0 million in fiscal 2024 represented a decrease of \$192.2 million, or 90.2% compared to the prior fiscal year from the impact of changes to revenue, operating costs, interest expense, and income taxes noted above.

(1) Customer retention is equal to lost annualized recurring revenue for the period reported divided by total company annualized recurring revenue for the trailing 52 weeks. This metric takes the full annualized impact of a lost customer in the period it is reported. Retention is a leading indicator, in that the financial impact from the lost business will be realized over the 12 months after the billings cease for the lost customer.

Results of Operations—United States Results

Fiscal 2024 Compared to Fiscal 2023

The following table presents an overview of our United States reportable segment results with the amount of and percentage change between periods for the fiscal years 2024 and 2023 (dollars in thousands).

	Fiscal Year Ended		Change	Change
	September 27, 2024	September 29, 2023	\$	%
Revenue	\$ 2,555,922	\$ 2,575,352	\$ (19,430)	(0.8 %)
Segment Operating Income	264,709	303,762	(39,053)	(12.9 %)
Segment Operating Income %	10.4 %	11.8 %		

United States revenue decreased 0.8% in fiscal 2024 compared to the prior fiscal year. Temporary energy fees of \$26.7 million recorded during fiscal 2023 did not repeat during fiscal 2024. Sales volume growth and pricing contributed approximately a combined \$260 million increase in revenue with 690 basis points of growth from new customer sales and 200 basis points of growth from net pricing. A decline in revenue from losing customers is the primary driver of the remaining year over year variance. Uniforms revenue for fiscal 2024 of approximately \$1,038 million decreased approximately \$30 million, or 2.8%, relative to fiscal 2023. Workplace Supplies revenue for fiscal 2024 of approximately \$1,518 million increased roughly \$11 million, or 0.7%, relative to fiscal 2023.

Segment operating income of \$264.7 million in fiscal 2024 decreased 12.9% compared to the prior fiscal year, primarily driven by:

- the nonrecurrence of the \$26.0 million temporary energy fee recorded in fiscal 2023;
- incremental production and delivery labor costs of approximately \$18.4 million in fiscal 2024;
- higher rental merchandise in service costs of \$4.2 million in fiscal year 2024;
- higher bad debt expense of \$11.5 million in fiscal year 2024; and
- the decreases were partially offset by:
 - lower sales wage costs of \$9.0 million largely resulting from lower year-over-year headcount;
 - year-over-year energy savings of \$12.9 million primarily driven by lower rates, as well as our route optimization efforts;

Segment operating income margin decreased approximately 140 basis points from 11.8% in fiscal 2023 to approximately 10.4% in fiscal 2024.

Results of Operations—Canada Results

Fiscal 2024 Compared to Fiscal 2023

The following table presents an overview of our Canada reportable segment results with the amount of and percentage change between periods for the fiscal years 2024 and 2023 (dollars in thousands).

	Fiscal Year Ended		Change	Change
	September 27, 2024	September 29, 2023	\$	%
Revenue	\$ 249,898	\$ 249,934	\$ (36)	— %
Segment Operating Income	8,162	13,707	(5,545)	(40.5)%
Segment Operating Income %	3.3 %	5.5 %		

Canada revenue was flat in fiscal 2024 relative to the prior fiscal year. Revenue was driven by sales volume growth and pricing of approximately \$20 million, with pricing accounting for 180 basis points of the growth. This growth was offset by \$18 million lower revenue from lost customers and \$2 million lower revenue from foreign currency exchange rates between years. Uniforms revenue for fiscal 2024 of approximately \$97 million decreased roughly \$4 million, or 3.5%, relative to fiscal 2023. Workplace Supplies revenue for fiscal 2024 of approximately \$153 million increased roughly \$4 million, or 2.3%, relative to fiscal 2023.

Segment operating income of \$8.2 million decreased 40.5% in fiscal 2024 compared to the prior fiscal year primarily driven by:

- incremental labor costs of approximately \$4.0 million; and
- higher rental merchandise in service costs of \$2.1 million; partially offset by:
- year-over-year energy savings of approximately \$0.5 million

Segment operating income margin decreased approximately 220 basis points from 5.5% in fiscal 2023 to 3.3% in fiscal 2024.

Liquidity and Capital Resources

Overview

Historically, our business generated positive cash flows from operations. For the Combined Statement of Cash Flows during the fiscal years ended September 29, 2023 and September 30, 2022, cash flows within our United States operations were transferred to Aramark regularly as part of Aramark's centralized cash management program. This arrangement was used to manage liquidity of Aramark and fund the operations of our business as needed. This arrangement is not indicative of how we would have funded our operations had we been a standalone company separate from Aramark during the fiscal 2023 and fiscal 2022 periods presented. Cash transferred to and from Aramark's cash management accounts are reflected within net parent investment as a component of Aramark's equity.

The cash and cash equivalents held by Aramark at the corporate level were not specifically identifiable to us and therefore were not allocated to the Combined Balance Sheet as of September 29, 2023. The majority of our cash and cash equivalents balance, as of September 29, 2023, is from our Canadian operations. Third-party debt and the related interest expense of Aramark was not been allocated to us for any of the periods presented because Aramark's borrowings were not directly attributable to our standalone business.

On September 29, 2023, the Company and certain of its subsidiaries entered into a senior secured credit agreement in the aggregate amount of \$1,800 million (the "Credit Agreement"). The Credit Agreement was initially comprised of an \$800 million term loan A-1 due September 29, 2025 ("Term Loan A-1"), a \$700 million term loan A-2 due September 29, 2028 ("Term Loan A-2" and, together with the Term Loan A-1, the "Term Loan Facilities"), and a revolving credit facility available for loans in United States dollars and Canadian dollars with aggregate commitments of \$300 million and a maturity of September 29, 2028 (the "Revolving Credit Facility"). The Term Loan A-2 includes \$8.75M of principal payments each quarter until the maturity date, in which the remaining unpaid principal amount is due. On February 22, 2024, the Company amended the Credit Agreement to refinance its Term Loan A-1 with an \$800 million term loan B-1 due

February 22, 2031 (“Term Loan B-1”). The Term Loan B-1 requires \$2.0 million of principal payments each quarter until the maturity date, at which the remaining unpaid principal amount is due.

During fiscal 2024, the Company paid principal amounts of \$202.5 million and \$135.0 million on its Term Loan A-2 and Term Loan B-1. As a result of these payments, the Company has met its quarterly principal payment obligations through the maturity of both term loans.

The Term Loan A-1 interest rate was, and the Term Loan A-2 interest rate is, the Secured Overnight Financing Rate (“SOFR”), plus a Credit Spread Adjustment of 10 basis points and a margin from 1.50% to 2.50% depending on the Company’s Consolidated Total Net Leverage Ratio, as defined in the Credit Agreement. The applicable margin on these term loans was 2.25% during fiscal 2024.

The Term Loan B-1 interest rate is SOFR plus a margin from 2.0% to 2.25% depending on the Company’s Consolidated Total Net Leverage Ratio, as defined in the Credit Agreement. The applicable margin on the Term Loan B-1 was 2.25% during fiscal 2024.

The Company’s obligations under the Credit Facilities are guaranteed by the Company’s existing and future wholly owned domestic material subsidiaries, subject to certain customary exceptions. Borrowings under the Credit Facilities are secured by first priority liens on substantially all the assets of the Company and the guarantors, subject to certain customary exceptions.

On September 29, 2023, concurrent with consummation of the Separation, we made a cash distribution of approximately \$1,457 million to Aramark.

As of September 27, 2024, we had approximately \$31 million of cash and cash equivalents and \$295 million of availability for borrowing under the Revolving Credit Facility.

The table below summarizes our cash activity (in thousands):

	Fiscal Year Ended	
	September 27, 2024	September 29, 2023
Net cash provided by operating activities	\$ 471,788	\$ 256,977
Net cash used in investing activities	(73,636)	(14,746)
Net cash used in financing activities	(402,975)	(230,269)

Reference to the audited Consolidated and Combined Statements of Cash Flows will facilitate understanding of the discussion that follows.

Cash Flows Provided by Operating Activities

Net cash provided by operating activities was \$471.8 million and \$257.0 million during fiscal 2024 and fiscal 2023, respectively. The \$214.8 million increase in cash flows from operating activities was primarily driven by \$390.0 million of incremental cash inflow from improved management of the Company’s operating assets and liabilities, with incremental cash generation from the change in receivables of \$239.4 million being the largest as the Company entered its Accounts Receivable Securitization Facility in August 2024, offset by lower year over year net income of \$192.2 million. Other significant changes in cash from operating assets and liabilities were primarily due to:

- Increase in operating cash flows during fiscal 2024 compared to fiscal 2023 due to a greater source of cash from accrued expenses of \$88.5 million primarily due to timing of other payments; and
- Increase in operating cash flows during fiscal 2024 compared to fiscal 2023 due to a higher source of cash from accounts payable of \$54.6 million primarily due to the timing of disbursements.

Cash Flows Used in Investing Activities

Net cash used in investing activities of \$73.6 million during fiscal 2024 was \$58.9 million higher during fiscal 2024 relative to fiscal 2023 primarily due to cash proceeds of \$51.9 million related to the sale of our Sanikleen equity investment and due to \$5.9 million lower proceeds from the disposal of assets in fiscal 2024 compared to fiscal 2023.

Cash Flows Used in Financing Activities

During fiscal 2024, cash used in financing activities was primarily impacted by the following:

- cash proceeds from long-term debt borrowings (\$798.0 million);
- principal payments on long-term borrowings (\$1,137.5 million);
- payments related to finance leases (\$30.6 million);
- payments related to debt issuance costs (\$11.1 million);
- dividend payments (\$13.8 million); and
- cash distributions to Aramark (\$6.1 million);

During fiscal 2023, cash used in financing activities was impacted by the following:

- cash proceeds from long-term debt borrowings (\$1,500.0 million);
- payments related to debt issuance costs (\$13.7 million);
- payments related to finance leases (\$27.6 million); and
- cash distributions to Aramark (\$1,688.9 million);

Accounts Receivable Securitization Facility

On August 2, 2024, certain of our subsidiaries entered into a three-year \$250 million accounts receivable securitization facility (the “A/R Facility”). Under the A/R Facility, Vestis Services, LLC (“Vestis Services”) and certain other wholly-owned subsidiaries (together with Vestis Services, the “Originators”) transfer accounts receivable and certain related assets (collectively, the “Receivables”) to VS Financing, LLC, a bankruptcy remote special purpose entity (“SPE”) formed as a wholly-owned subsidiary of Vestis Services, who in turn, may sell Receivables to one or more financial institutions party to the facility (“Purchasers”). Transfers of the Receivables from the SPE to the Purchasers are accounted for as a sale of financial assets, and those accounts receivable are derecognized from the consolidated financial statements. Other than collection and administrative responsibilities, the Originators have no continuing involvement in the transferred Receivables. The Receivables, once sold to the SPE, are no longer available to satisfy creditors of any Originator in the event of its bankruptcy. These sales are priced at the face value of the relevant accounts receivable less a fair market value discount. The A/R Facility is structured on a revolving basis under which cash collections from Receivables are used to fund additional purchases of Receivables. The future outstanding balance of Receivables that will be sold is expected to vary based on the level of originations and other factors. The Purchasers benefit from SPE’s guarantee of repayment on Receivables transferred as well as its pledge of additional Receivables as collateral. We have agreed to guarantee the performance of the Originators’ respective obligations under the A/R Facility. Neither we (except for the SPE referenced above) nor the Originators guarantees the collectability of the Receivables under the A/R Facility. The Company controls and therefore consolidates the SPE in its consolidated financial statements. The A/R Facility is scheduled to terminate on August 2, 2027, unless terminated earlier pursuant to its terms. As of September 27, 2024, the total value of accounts receivable sold under the A/R Facility and derecognized from the Company’s Consolidated Balance Sheet was \$229.0 million. Refer to Note 16, “Accounts Receivable Securitization Facility”, of our Consolidated and Combined Financial Statements for further discussion regarding our accounting for the A/R Facility.

Covenant Compliance

The Credit Agreement contains a number of covenants that, among other things, restrict, subject to certain exceptions, our ability to: incur additional indebtedness; issue preferred stock or provide guarantees; create liens on assets; engage in mergers or consolidations; sell or dispose of assets; pay dividends, make distributions or repurchase capital stock; engage in certain transactions with affiliates; make investments, loans or advances; create restrictions on the payment of dividends or other amounts to the Company from its restricted subsidiaries; amend material agreements

governing our subordinated debt; repay or repurchase any subordinated debt, except as scheduled or at maturity; make certain acquisitions; change our fiscal year; and fundamentally change our business. The Credit Agreement contains certain customary affirmative covenants. The Credit Agreement also includes customary events of default and other provisions that could require all amounts due thereunder to become immediately due and payable at the option of the lenders, if we fail to comply with the terms of the Credit Agreement or if other customary events occur.

Under the Credit Agreement, we are required to satisfy and maintain specified financial ratios and other financial condition tests and covenants. Our continued ability to meet those financial ratios, tests and covenants can be affected by events beyond our control, and there can be no assurance that we will meet those ratios, tests and covenants.

The Credit Agreement requires us to maintain a maximum Consolidated Total Net Leverage Ratio, defined as consolidated total indebtedness over unrestricted cash divided by Covenant Adjusted EBITDA, not to exceed 5.25x for any fiscal quarter ending prior to March 31, 2025, and not to exceed 4.50x for any fiscal quarter ending on or after March 31, 2025, subject to certain exceptions. Consolidated total indebtedness is defined in the Credit Agreement as total indebtedness consisting of debt for borrowed money, finance leases, disqualified and preferred stock and advances under any Receivables Facility. Covenant Adjusted EBITDA is defined in the Credit Agreement as consolidated net income increased by interest expense, taxes, depreciation and amortization expense, initial public company costs, restructuring charges, write-offs and noncash charges, non-controlling interest expense, net cost savings in connection with any acquisition, disposition, or other permitted investment under the Credit Agreement, share-based compensation expense, non-recurring or unusual gains and losses, reimbursable insurance costs, cash expenses related to earn outs, and insured losses.

The Credit Agreement establishes a minimum Interest Coverage Ratio, defined as Covenant Adjusted EBITDA divided by consolidated interest expense. The minimum Interest Coverage Ratio is required to be at least 2.00x for the term of the Credit Agreement.

At September 27, 2024, we were in compliance with all covenants under the Credit Agreement.

Future Liquidity and Contractual Obligations

We primarily rely on cash and recurring cash flow provided by operations to fund our operations. As of September 27, 2024, we have access to \$295 million of borrowing capacity from our Revolving Credit Facility and expect to have access to capital markets for additional funding. The cost and availability of debt financing will be influenced by market conditions and our future credit ratings. We believe that we will meet known and likely future cash requirements through the combination of cash flows from operating activities, available cash balances, available borrowings under our financing arrangements and access to capital markets.

Our recurring cash needs are primarily directed toward working capital requirements to support ongoing business activities, investments in growth initiatives, capital expenditures, acquisitions, interest payments and repayment of borrowings. Our ability to fund these needs will depend, in part, on our ability to generate or raise cash in the future, which is subject to general economic, financial, competitive, regulatory, and other factors that are beyond our control.

The following table summarizes our future obligations for long-term borrowings, estimated interest payments, finance leases, future minimum lease payments under noncancelable operating leases, purchase obligations and other liabilities as of September 27, 2024 (dollars in thousands):

Contractual Obligations as of September 27, 2024	Payments Due by Period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Long-term borrowings ⁽¹⁾	1,162,500	—	—	497,500	665,000
Estimated interest payments ⁽²⁾	473,844	89,914	176,436	137,780	69,714
Finance lease obligations	167,586	37,246	61,112	42,821	26,407
Operating leases	108,061	23,755	35,984	20,620	27,702
Purchase obligations ⁽³⁾	5,800	5,800	—	—	—
Other liabilities ⁽⁴⁾	2,703	2,703	—	—	—
	<u>\$ 1,920,494</u>	<u>\$ 159,418</u>	<u>\$ 273,532</u>	<u>\$ 698,721</u>	<u>\$ 788,823</u>

- (1) Excludes the \$13.2 and \$1.6 million reduction to long-term borrowings from debt issuance costs and debt discount, respectively.
- (2) Interest payments on long-term debt includes interest due on outstanding debt obligations under our Credit Agreement. Payments related to variable debt are based on applicable rates at September 27, 2024 plus the specified margin in the Credit Agreement for each period presented.
- (3) Represents purchase commitments for inventory.
- (4) Includes severance.

Critical Accounting Policies and Estimates

Our significant accounting policies are described in the notes to the audited Consolidated and Combined Financial Statements included in this Annual Report. We have chosen accounting policies that management believes are appropriate to accurately and fairly report our operating results and financial position in conformity with U.S. GAAP. We apply these accounting policies in a consistent manner.

In preparing our Consolidated and Combined Financial Statements, management is required to make estimates and assumptions that, among other things, affect the reported amounts of assets, liabilities, revenue, and expenses. These estimates and assumptions are most significant where they involve levels of subjectivity and judgment necessary to account for highly uncertain matters or matters susceptible to change, and where they can have a material impact on our financial condition and operating performance. If actual results were to differ materially from the estimates made, the reported results could be materially affected.

Critical accounting estimates and the related assumptions are evaluated periodically as conditions warrant, and changes to such estimates are recorded as new information or changed conditions require.

Revenue Recognition

We generate and recognize over 94% of our total revenue from route servicing contracts on both Uniforms, which we generally manufacture, and Workplace Supplies, such as mats, towels, and linens that are procured from third-party suppliers. Revenue from these contracts represent a single-performance obligation and are recognized over time as services are performed based on the nature of services provided and contractual rates (output method). We generate our remaining revenue primarily from the direct sale of uniforms to customers, with such revenue being recognized when our performance obligation is satisfied, typically upon the transfer of control of the promised product to the customer.

Goodwill

Annually, in our fiscal fourth quarter, we perform an impairment assessment of goodwill at the reporting unit level. This assessment may first consider qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. Examples of qualitative factors include, macroeconomic conditions, industry and market considerations, cost factors, overall financial performance, entity-specific events, events affecting reporting units and sustained changes in our stock price. If results of the qualitative assessment indicate a more likely than not determination or if a qualitative assessment is not performed, a quantitative test is performed by comparing the estimated fair value using a discounted cash flow method or market method for each reporting unit with its estimated net book value. Historically, Vestis represented one reporting unit under Aramark's structure for fiscal years ended September 29, 2023 and September 30, 2022. For the fiscal year ended September 27, 2024, Vestis had two reporting units, Unites States and Canada. During the fourth quarter of fiscal 2024, we performed the annual impairment test for goodwill using a quantitative testing approach. Based on our evaluation performed, we determined that the fair value of the reporting units exceeded their respective carrying amount, and therefore, we determined that goodwill was not impaired.

The determination of fair value for the Vestis reporting units includes assumptions, which are considered Level 3 inputs, that are subject to risk and uncertainty. The discounted cash flow calculations are dependent on several subjective factors including the timing of future cash flows, the underlying margin projection assumptions, future growth rates and the discount rate. The market method is dependent on several subjective factors including the determination of market multiples and future cash flows. If our assumptions or estimates in our fair value calculations change or if future cash flows, margin projections or future growth rates vary from what was expected, this may impact our impairment analysis and could reduce the underlying cash flows used to estimate fair values and result in a decline in fair value that may trigger future impairment charges.

We believe that an accounting estimate relating to goodwill impairment is a critical accounting estimate because the assumptions underlying future cash flow estimates are subject to change from time to time and the recognition of an impairment could have a significant impact on our Consolidated and Combined Statements of Income.

Litigation and Claims

From time to time, we and our subsidiaries are party to various legal actions, proceedings and investigations involving claims incidental to the conduct of our businesses, including actions by customers, employees, government entities and third parties, including under federal, state, international, national, provincial and local employment laws, wage and hour laws, discrimination laws, immigration laws, human health and safety laws, import and export controls and customs laws, environmental laws, false claims or whistleblower statutes, tax codes, antitrust and competition laws, customer protection statutes, procurement regulations, intellectual property laws, supply chain laws, the Foreign Corrupt Practices Act and other anti-corruption laws, lobbying laws, motor carrier safety laws, data privacy and security laws, or claims alleging negligence and/or breach of contractual and other obligations. We consider the measurement of litigation reserves as a critical accounting estimate because of the significant uncertainty in some cases relating to the outcome of potential claims or litigation and the difficulty of predicting the likelihood and range of potential liability involved, coupled with the material impact on our results of operations that could result from litigation or other claims. In determining legal reserves, we consider, among other issues:

- interpretation of contractual rights and obligations;
- the status of government regulatory initiatives, interpretations, and investigations;
- the status of settlement negotiations;
- prior experience with similar types of claims;
- whether there is available insurance; and
- advice of counsel.

Allowance for Credit Losses

We encounter credit loss risks associated with the collection of receivables. We analyze historical experience, current general and specific industry economic conditions, industry concentrations, such as exposure to small and medium-sized businesses, the nonprofit healthcare sector, federal and local governments, and reasonable and supportable forecasts that affect the collectability of the reported amount in estimating credit losses. The accounting estimate related to the allowance for credit losses is a critical accounting estimate because the underlying assumptions used for the allowance can change from time to time and credit losses could potentially have a material impact on our results of operations.

Inventories and Rental Merchandise In Service

We record an inventory obsolescence reserve for obsolete, excess, and slow-moving inventory. In calculating our inventory obsolescence reserve, we analyze historical and projected data regarding customer demand within specific product categories and make assumptions regarding economic conditions within customer specific industries, as well as style and product changes.

Rental merchandise in service is valued at cost less amortization, calculated using the straight-line method. Rental merchandise in service is amortized over its useful life, which ranges from one to four years. The amortization rates are based on industry experience, intended use of the merchandise, our specific experience, and wear tests performed by us. These factors are critical to determining the amount of rental merchandise in service and related cost of services provided that are presented in the Consolidated and Combined Financial Statements. Material differences may result in the amount and timing of operating income if management makes significant changes to these estimates.

Costs to Obtain a Contract

We defer employee sales commissions earned by our sales force that are considered to be incremental and recoverable costs of obtaining a contract. The deferred costs are amortized using the portfolio approach on a straight-line basis over the average period of benefit, approximately nine years, and are assessed for impairment on a periodic basis.

Income Taxes

Prior to the Separation, our operations were included in Aramark's U.S. federal and state tax returns for those taxable periods. With respect to such taxable periods, income taxes on our financial statements were calculated on a separate tax return basis. Beginning after the Separation, we file tax returns separate from Aramark, and our deferred taxes and effective tax rates may differ from those of the historical periods.

Judgment is required to determine the annual effective income tax rate, deferred tax assets and liabilities, reserves for unrecognized tax benefits and any valuation allowances recorded against net deferred tax assets. Our effective income tax rate is based on annual income, statutory tax rates and other adjustments in the jurisdictions in which we operate. Our annual effective income tax rate includes the impact of discrete income tax matters including adjustments to reserves for uncertain tax positions. Tax regulations require items to be included in our tax returns at different times than these same items are reflected in our consolidated financial statements. As a result, the effective income tax rate in our consolidated financial statements differs from that reported in our tax returns. Some of these differences are permanent, such as expenses that are not tax deductible, while others are temporary differences, such as amortization and depreciation expenses.

Temporary differences create deferred tax assets and liabilities, which are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. We establish valuation allowances for our deferred tax assets when the amount of expected future taxable income is not large enough to utilize the entire deduction or credit. Relevant factors in determining the realizability of deferred tax assets include future taxable income, the expected timing of the reversal of temporary differences, tax planning strategies and the expiration dates of the various tax attributes.

Refer to Note 11, "Income Taxes", of our Consolidated and Combine Financial Statements for further discussion regarding our accounting for income taxes and our uncertain tax positions for financial accounting purposes.

New Accounting Standards Updates

See Note 1 to the audited Consolidated and Combined Financial Statements for a full description of recent accounting standards updates, including the expected dates of adoption.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

Foreign Currency Risk

We are exposed to market risk from changes in foreign currency exchange rates. This exposure results from revenues and profits denominated in foreign currencies being translated into U.S. dollars and from our legal entities entering into transactions denominated in a foreign currency other than their functional currency. We currently do not enter into financial instruments to manage this foreign currency translation risk. Approximately 9% of our consolidated revenue and profit are generated from foreign denominated revenue and profit.

Interest Rate Risk

We are exposed to interest rate risk through fluctuations in interest rates on our debt obligations. Our outstanding Term Loan Facilities bear interest at variable rates. As a result, increases in interest rates could increase the cost of servicing our debt and could materially reduce our profitability and cash flows. We seek to manage exposure to adverse interest rate changes through our normal operating and financing activities. Each 1% increase in interest rates on the Term Loan Facilities would increase our annual interest expense by approximately \$12 million based on the aggregate principal amount outstanding under the Term Loan Facilities as of September 27, 2024. As of September 27, 2024, \$1,163 million aggregate principal amount was outstanding under the Term Loan Facilities.

Commodity Price Risk

We are exposed to changes in prices of commodities used in our operations, primarily associated with gasoline, diesel and natural gas fuel. We may from time to time seek to manage exposure to adverse commodity price changes through our normal operations as well as through entering into commodity derivative agreements. As of September 27, 2024 we did not have any outstanding derivative arrangements.

Item 8. Financial Statements and Supplementary Data.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Vestis Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated and combined balance sheets of Vestis Corporation and subsidiaries (the "Company") as of September 27, 2024 and September 29, 2023, respectively, the related consolidated and combined statements of income, comprehensive income, cash flows and changes in equity, for each of the three years in the period ended September 27, 2024, September 29, 2023 and September 30, 2022, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of September 27, 2024 and September 29, 2023, and the results of its operations and its cash flows for each of the three years in the period ended September 27, 2024, September 29, 2023 and September 30, 2022, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of September 27, 2024, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated November 22, 2024, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Accounts Receivable Securitization – Refer to Note 1 and Note 16 to the financial statements***Critical Audit Matter Description***

The Company entered into an accounts receivable securitization facility (the "A/R Facility") to sell certain trade receivables arising from revenue transactions of the Company's U.S. subsidiaries on a revolving basis. The A/R Facility is scheduled to terminate on August 2, 2027, unless terminated earlier pursuant to its terms. As of September 27, 2024, the total value of accounts receivable sold under the A/R Facility and derecognized from the Company's consolidated balance sheet was \$229.0 million.

We identified the accounting for the A/R Facility as a critical audit matter because of the complexity involved in determining whether the receivables have been appropriately isolated from the Company and whether the Company has transferred control of the receivables such that the transfers should be accounted for as a sale of financial assets. This

required a high degree of auditor judgment and an increased extent of effort, including the need to involve subject matter experts.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to accounts receivable securitization facility included the following, among others:

- We tested the design and operating effectiveness of management’s controls over the transfer of financial assets, including management’s controls over the evaluation of the accounting conclusion and the terms of the A/R Facility documents and other accompanying agreements.
- We evaluated the Company’s determination of sales of financial assets by evaluating, among other factors, if the transferred receivables have been isolated from the Company and the Company has transferred control of the receivables. Specifically, we performed the following procedures:
 - Obtained and evaluated opinions from outside legal counsel and evaluated whether the receivables have been appropriately isolated from the Company.
 - Obtained the executed A/R Facility agreements and evaluated whether the Company:
 - Assigned its rights, titles, interests, claims, and demands to the third-party assignee
 - Retained any rights with respect to the payments assigned to the third-party assignee
 - Obtained and inspected the cash proceeds support from the transfer and compared the cash received to the selling price.

/s/ Deloitte & Touche LLP

Atlanta, Georgia

November 22, 2024

We have served as the Company’s auditor since 2023.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Vestis Corporation

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Vestis Corporation and subsidiaries (the “Company”) as of September 27, 2024, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of September 27, 2024, based on criteria established in Internal Control — Integrated Framework (2013) issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended September 27, 2024, of the Company and our report dated November 22, 2024, expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed 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. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP

Atlanta, Georgia

November 22, 2024

VESTIS CORPORATION
CONSOLIDATED AND COMBINED BALANCE SHEETS

SEPTEMBER 27, 2024 AND SEPTEMBER 29, 2023
(in thousands, except per share amounts)

	September 27, 2024	September 29, 2023
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 31,010	\$ 36,051
Receivables (net of allowances: \$19,804; \$25,066)	177,271	392,916
Inventories, net	164,913	174,719
Rental merchandise in service, net	396,094	399,035
Other current assets	18,101	17,244
Total current assets	787,389	1,019,965
Property and Equipment, at cost:		
Land, buildings and improvements	590,972	585,797
Equipment	1,168,142	1,110,812
	1,759,114	1,696,609
Less - Accumulated depreciation	(1,088,256)	(1,032,078)
Total property and equipment, net	670,858	664,531
Goodwill	963,844	963,543
Other Intangible Assets, net	212,773	238,608
Operating Lease Right-of-use Assets	73,530	57,890
Other Assets	223,993	212,587
Total Assets	\$ 2,932,387	\$ 3,157,124
LIABILITIES AND EQUITY		
Current Liabilities:		
Current maturities of long-term borrowings	\$ —	\$ 26,250
Current maturities of financing lease obligations	31,347	27,659
Current operating lease liabilities	19,886	19,935
Accounts payable	163,054	134,498
Accrued payroll and related expenses	96,768	113,771
Accrued expenses and other current liabilities	145,047	73,412
Total current liabilities	456,102	395,525
Long-Term Borrowings	1,147,733	1,462,693
Noncurrent Financing Lease Obligations	115,325	105,217
Noncurrent Operating Lease Liabilities	66,111	46,084
Deferred Income Taxes	191,465	217,647
Other Noncurrent Liabilities	52,600	52,598
Total Liabilities	2,029,336	2,279,764
Commitments and Contingencies (see Note 9)		
Equity:		
Common stock, par value \$0.01 per share, 350,000,000 shares authorized, 131,481,967 shares issued and outstanding as of September 27, 2024	1,315	—
Additional paid-in capital	928,082	—
Retained earnings	2,565	—
Net parent investment	—	908,533
Accumulated other comprehensive loss	(28,911)	(31,173)
Total Equity	903,051	877,360
Total Liabilities and Equity	\$ 2,932,387	\$ 3,157,124

The accompanying notes are an integral part of these Consolidated and Combined Financial Statements.

VESTIS CORPORATION
CONSOLIDATED AND COMBINED STATEMENTS OF INCOME

FOR THE FISCAL YEARS ENDED
SEPTEMBER 27, 2024, SEPTEMBER 29, 2023 AND SEPTEMBER 30, 2022
(in thousands, except per share amounts)

	Fiscal Year Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
Revenue	\$ 2,805,820	\$ 2,825,286	\$ 2,687,005
Operating Expenses:			
Cost of services provided (exclusive of depreciation and amortization)	1,989,872	1,970,215	1,909,676
Depreciation and amortization	140,781	136,504	134,352
Selling, general and administrative expenses	517,216	500,658	450,734
Total Operating Expenses	2,647,869	2,607,377	2,494,762
Operating Income	157,951	217,909	192,243
Gain on Sale of Equity Investment, net	—	(51,831)	—
Interest Expense, net	126,563	2,109	4,548
Other (Income), net	(642)	(2,099)	(2,264)
Income Before Income Taxes	32,030	269,730	189,959
Provision for Income Taxes	11,060	56,572	48,280
Net Income	\$ 20,970	\$ 213,158	\$ 141,679
Earnings per share:			
Basic	\$ 0.16	\$ 1.63	\$ 1.08
Diluted	\$ 0.16	\$ 1.63	\$ 1.08
Weighted Average Shares Outstanding:			
Basic	131,506	130,725	130,725
Diluted	131,787	130,725	130,725

The accompanying notes are an integral part of these Consolidated and Combined Financial Statements.

VESTIS CORPORATION
CONSOLIDATED AND COMBINED STATEMENTS OF COMPREHENSIVE INCOME
FOR THE FISCAL YEARS ENDED
SEPTEMBER 27, 2024, SEPTEMBER 29, 2023 AND SEPTEMBER 30, 2022
(in thousands)

	Fiscal Year Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
Net Income	\$ 20,970	\$ 213,158	\$ 141,679
Other Comprehensive Income (Loss), net of tax:			
Pension plan adjustments	(30)	(655)	1,697
Foreign currency translation adjustments	2,292	1,162	(21,771)
Other Comprehensive Income (Loss), net of tax	2,262	507	(20,074)
Comprehensive Income	\$ 23,232	\$ 213,665	\$ 121,605

The accompanying notes are an integral part of these Consolidated and Combined Financial Statements.

VESTIS CORPORATION
CONSOLIDATED AND COMBINED STATEMENTS OF CASH FLOWS
FOR THE FISCAL YEARS ENDED
SEPTEMBER 27, 2024, SEPTEMBER 29, 2023 AND SEPTEMBER 30, 2022
(in thousands)

	Fiscal Year Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
Cash flows from operating activities:			
Net Income	\$ 20,970	\$ 213,158	\$ 141,679
Adjustments to reconcile Net Income to Net cash provided by operating activities:			
Depreciation and amortization	140,781	136,504	134,352
Gain on sale of equity investment, net	—	(51,831)	—
Deferred income taxes	(19,576)	14,370	20,603
Share-based compensation expense	16,336	14,467	17,398
Asset write-downs	980	7,698	—
Loss on disposals of property and equipment	1,042	—	—
Amortization of debt issuance costs	4,683	—	—
Loss on extinguishment of debt	3,883	—	—
Personal protective equipment charges	—	—	26,183
Changes in operating assets and liabilities:			
Receivables, net	215,814	(23,612)	(53,860)
Inventories, net	9,868	8,929	(631)
Rental merchandise in service, net	3,126	(5,334)	(42,226)
Other current assets	(836)	1,050	(2,586)
Accounts payable	21,665	(32,888)	31,398
Accrued expenses	80,561	(7,928)	(31,456)
Changes in other noncurrent liabilities	(16,212)	(944)	(2,183)
Changes in other assets	(11,330)	(8,813)	(4,140)
Other operating activities	33	(7,849)	(1,684)
Net cash provided by operating activities	471,788	256,977	232,847
Cash flows from investing activities:			
Purchases of property and equipment and other	(78,905)	(77,870)	(76,449)
Proceeds from disposals of property and equipment	5,269	11,180	7,316
Acquisition of certain businesses, net of cash acquired	—	—	(17,200)
Proceeds from sale of equity investment	—	51,869	—
Other investing activities	—	75	200
Net cash used in investing activities	(73,636)	(14,746)	(86,133)
Cash flows from financing activities:			
Proceeds from long-term borrowings	798,000	1,500,000	—
Payments of long-term borrowings	(1,137,500)	—	—
Payments of financing lease obligations	(30,608)	(27,601)	(28,041)
Dividend payments	(13,801)	—	—
Debt issuance costs	(11,134)	(13,749)	—
Other financing activities	(1,881)	—	—
Net cash distributions to Parent	(6,051)	(1,688,919)	(134,502)
Net cash used in financing activities	(402,975)	(230,269)	(162,543)
Effect of foreign exchange rates on cash and cash equivalents	(218)	353	(1,541)
Increase (Decrease) in cash and cash equivalents	(5,041)	12,315	(17,370)
Cash and cash equivalents, beginning of period	36,051	23,736	41,106
Cash and cash equivalents, end of period	\$ 31,010	\$ 36,051	\$ 23,736

The accompanying notes are an integral part of these Consolidated and Combined Financial Statements.

VESTIS CORPORATION
CONSOLIDATED AND COMBINED STATEMENTS OF CHANGES IN EQUITY
FOR THE FISCAL YEARS ENDED
SEPTEMBER 27, 2024, SEPTEMBER 29, 2023 AND SEPTEMBER 30, 2022
(in thousands)

	Common Stock						Accumulated Other Comprehensive Loss	Total Parent's Equity
	Shares Outstanding	Par Value	Additional Paid- In Capital	Retained Earnings	Net Parent Investment			
Balance, October 01, 2021	—	\$ —	\$ —	\$ —	\$ 2,343,591	\$ (11,606)	\$ 2,331,985	
Net Income	—	—	—	—	141,679	—	141,679	
Net Transfers to Parent	—	—	—	—	(117,778)	—	(117,778)	
Other Comprehensive Loss	—	—	—	—	—	(20,074)	(20,074)	
Balance, September 30, 2022	—	\$ —	\$ —	\$ —	\$ 2,367,492	\$ (31,680)	\$ 2,335,812	
Net Income	—	\$ —	\$ —	\$ —	\$ 213,158	\$ —	\$ 213,158	
Net Transfers to Parent	—	—	—	—	(1,672,117)	—	(1,672,117)	
Other Comprehensive Loss	—	—	—	—	—	507	507	
Balance, September 29, 2023	—	\$ —	\$ —	\$ —	\$ 908,533	\$ (31,173)	\$ 877,360	
Separation-related adjustments	—	\$ —	\$ —	\$ —	\$ 6,406	\$ —	\$ 6,406	
Issuance of common stock in connection with the Separation and reclassification of net parent investment ⁽¹⁾	131,225	1,312	913,627	—	(914,939)	—	—	
Net Income	—	—	—	20,970	—	—	20,970	
Dividends Declared (\$0.035 per common share)	—	—	—	(18,405)	—	—	(18,405)	
Other Comprehensive Income	—	—	—	—	—	2,262	2,262	
Share-based compensation expense	—	—	16,336	—	—	—	16,336	
Issuance of common stock upon exercise of stock options or awards of restricted stock units	257	3	155	—	—	—	158	
Tax payments related to shares withheld for share based compensation plans	—	—	(2,036)	—	—	—	(2,036)	
Balance, September 27, 2024	131,482	\$ 1,315	\$ 928,082	\$ 2,565	\$ —	\$ (28,911)	\$ 903,051	

(1) The issuance of common stock in connection with the Separation consists of 130.7 million shares of common stock distributed and 0.5 million shares contributed to an Aramark donor advised fund for charitable contributions.

The accompanying notes are an integral part of these Consolidated and Combined Financial Statements.

VESTIS CORPORATION
NOTES TO THE CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

NOTE 1. NATURE OF BUSINESS, BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Vestis Corporation ("Vestis", the "Company", "we" or "us") is a leading provider of uniforms and workplace supplies across the United States and Canada. The Company provides uniforms, mats, towels, linens, restroom supplies, first-aid supplies and safety products. The Company's customer base participates in a wide variety of industries, including manufacturing, hospitality, retail, government, automotive, healthcare, food processing and pharmaceuticals. The Company serves customers ranging from small, family-owned operations with a single location to large corporations and national franchises with multiple locations. The Company's customers value the uniforms and workplace supplies it delivers as its services and products can help them reduce operating costs, enhance their brand image, maintain a safe and clean workplace and focus on their core business. The Company leverages its broad footprint and its supply chain, delivery fleet and route logistics capabilities to serve customers on a recurring basis, typically weekly, and primarily through multi-year contracts. In addition, the Company offers customized uniforms through direct sales agreements, typically for large, regional or national companies.

The Company manages and evaluates its business activities based on geography and, as a result, determined that its United States and Canada businesses are its operating segments. The Company's operating segments are also its reportable segments. The United States and Canada reportable segments both provide a range of uniforms and workplace supplies programs. The Company's uniforms business ("Uniforms") generates revenue from the rental, servicing and direct sale of uniforms to customers, including the design, sourcing, manufacturing, customization, personalization, delivery, laundering, sanitization, repair and replacement of uniforms. The uniform options include shirts, pants, outerwear, gowns, scrubs, high visibility garments, particulate-free garments and flame-resistant garments, along with shoes and accessories. The Company's workplace supplies business ("Workplace Supplies") generates revenue from the rental and servicing of workplace supplies, including restroom supply services, first-aid supplies and safety products, floor mats, towels and linens.

On September 30, 2023 (the "Distribution Date"), Aramark completed the previously announced spin-off of Vestis (the "Separation"). The Separation was completed through a distribution of the Company's common stock to holders of record of Aramark's common stock as of the close of business on September 20, 2023 (the "Distribution"), which resulted in the issuance of approximately 131.2 million shares of common stock, which includes 0.5 million shares contributed to an Aramark donor advised fund for charitable contributions. Aramark stockholders of record received one share of Vestis common stock for every two shares of common stock, par value \$0.01, of Aramark. As a result of the Separation, the Company became an independent public company. Our common stock is listed under the symbol "VSTS" on the NYSE. In connection with the Separation, the Company entered into or adopted several agreements that provide a framework for the relationship between the Company and Aramark. See Note 15. "Related Party Transactions and Parent Company Investment" for more information on these agreements.

During the fiscal year ended September 27, 2024, certain Separation-related adjustments were recorded which included a net increase in total equity of \$6.4 million. These adjustments primarily consisted of: (a) cash transfers paid to Aramark of \$6.1 million to settle transactions related to the Separation, and (b) adjustments to the Company's deferred income tax liabilities totaling a \$12.7 million net increase.

Basis of Presentation

The Consolidated and Combined Financial Statements (the "Financial Statements") were prepared in accordance with generally accepted accounting principles in the United States ("U.S. GAAP") and pursuant to the rules and regulations of the U.S. Securities and Exchange Commission ("SEC"). The Financial Statements reflect the historical results of operations, comprehensive income and cash flows for the years ended September 27, 2024, September 29, 2023 and September 30, 2022 and the financial position as of September 27, 2024 and September 29, 2023 for the Company and are denominated in United States ("U.S.") dollars.

Prior to the Separation, the Company's business functioned together with other Aramark businesses. The assets, liabilities, revenue and expenses of the Company prior to the Separation have been reflected as Combined Financial Statements on a historical cost basis, as included in the consolidated financial statements of Aramark, using the historical accounting policies applied by Aramark. Prior to the Separation, separate financial statements had not been prepared for the Company, and it had not operated as a standalone business from Aramark. The historical results of operations, financial

position and cash flows of the Company prior to the Separation presented in these Combined Financial Statements may not be indicative of what they would have been had the Company actually been an independent standalone public company.

Transactions between the Company and Aramark for the years ended September 29, 2023 and September 30, 2022 have been included in the Combined Financial Statements and are considered related party transactions (see Note 15. "Related Party Transactions and Parent Company Investment").

All intercompany transactions and balances within the Company have been eliminated. Transactions between the Company and Aramark have been included in these Combined Financial Statements and are considered related party transactions (see Note 15. "Related Party Transactions and Parent Company Investment").

The "Provision for Income Taxes" in the Combined Statements of Income for the years ended September 29, 2023 and September 30, 2022 has been calculated as if the Company filed a separate tax return and was operating as a standalone company. Therefore, income tax expense, cash tax payments and items of current and deferred income taxes may not be reflective of the Company's actual tax balances prior to or subsequent to the distribution.

After the Separation, Vestis became a standalone public company and the Consolidated Financial Statements were prepared in accordance with U.S. GAAP and pursuant to the rules and regulations of the SEC. These Consolidated and Combined Financial Statements reflect, in the opinion of management, all material adjustments (which include only normal recurring adjustments) necessary to fairly state, in all material respects, our financial position, results of operations and cash flows for the periods presented. All intercompany transactions and balances within the Company have been eliminated.

Fiscal Year

The Company's fiscal year is the 52- or 53-week period which ends on the Friday nearest to September 30th. The fiscal years ended September 27, 2024, September 29, 2023 and September 30, 2022 were each 52-week periods.

New Accounting Standards Updates

Adopted Standards (from most to least recent date of issuance)

In September 2022, the Financial Accounting Standards Board ("FASB") issued an Accounting Standards Update ("ASU") to enhance the transparency of supplier finance programs, which may be referred to as reverse factoring, payables finance or structured payables arrangements. The guidance requires that a buyer in a supplier finance program disclose the program's nature, activity and potential magnitude. The guidance was effective for the Company in the first quarter of fiscal 2024. The Company adopted the ASU prospectively and adoption of this guidance did not have an impact on the Consolidated Financial Statements.

In October 2021, the FASB issued an ASU which requires that an entity (acquirer) recognize and measure contract assets and contract liabilities acquired in a business combination in accordance with Accounting Standards Codification 606, Revenue from Contracts with Customers as if it had originated the contracts. The guidance was effective for the Company in the first quarter of fiscal 2024. The Company adopted the ASU prospectively and adoption of this guidance did not have an impact on the Consolidated Financial Statements.

Standards Not Yet Adopted (from most to least recent date of issuance)

In November 2024, the FASB issued an ASU which requires additional disclosure about certain expenses in the notes to financial statements. The amendments are effective for the Company's annual periods beginning October 2, 2027, and interim periods beginning January 1, 2028, with early adoption permitted, and should be applied either prospectively or retrospectively. The Company is currently evaluating the ASU to determine its impact on the Company's disclosures.

In December 2023, the FASB issued an ASU which includes amendments that further enhance income tax disclosures, primarily through standardization and disaggregation of rate reconciliation categories and income taxes paid by jurisdiction. The amendments are effective for the Company's annual periods beginning October 4, 2025, with early

adoption permitted, and should be applied either prospectively or retrospectively. The Company is currently evaluating the ASU to determine its impact on the Company's disclosures.

In November 2023, the FASB issued an ASU which is intended to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant expenses. The amendments will require public entities to disclose significant segment expenses that are regularly provided to the chief operating decision maker and included within segment profit and loss. The amendments are effective for the Company's annual periods beginning September 28, 2024, and interim periods beginning October 4, 2025, with early adoption permitted, and will be applied retrospectively to all prior periods presented in the financial statements. The Company is currently evaluating the ASU to determine its impact on the Company's disclosures.

Other new accounting pronouncements recently issued or newly effective were not applicable to the Company, did not have a material impact on the Consolidated and Combined Financial Statements or are not expected to have a material impact on the Consolidated and Combined Financial Statements.

Revenue Recognition

The Company generates and recognizes over 94% of its total revenue from route servicing contracts on both Uniforms, which the Company generally manufactures, and Workplace Supplies, such as mats, towels, and linens that are procured from third-party suppliers. Revenue from these contracts represent a single-performance obligation and are recognized over time as services are performed based on the nature of services provided and contractual rates (output method). The Company generates its remaining revenue primarily from the direct sale of uniforms to customers, with such revenue being recognized when the Company's performance obligation is satisfied, typically upon the transfer of control of the promised product to the customer. Revenue is recognized in an amount that reflects the consideration the Company expects to be entitled to in exchange for the services or products described above and is presented net of sales and other taxes we collect on behalf of governmental authorities.

Certain customer route servicing contracts include terms and conditions that include components of variable consideration, which are typically in the form of consideration paid to a customer based on performance metrics specified within the contract. Some contracts provide for customer discounts or rebates that can be earned through the achievement of specified volume levels. Each component of variable consideration is earned based on the Company's actual performance during the measurement period specified within the contract. To determine the transaction price, the Company estimates the variable consideration using the most likely amount method, based on the specific contract provisions and known performance results during the relevant measurement period. When assessing if variable consideration should be limited, the Company evaluates the likelihood of whether uncontrollable circumstances could result in a significant reversal of revenue. The Company's performance period generally corresponds with the monthly invoice period. No significant constraints on the Company's revenue recognition were applied during fiscal 2024, fiscal 2023 or fiscal 2022. The Company reassesses these estimates during each reporting period. The Company maintains a liability for these discounts and rebates within "Accrued expenses and other current liabilities" on the Consolidated and Combined Balance Sheets. Variable consideration can also include consideration paid to a customer at the beginning of a contract. This type of variable consideration is capitalized as an asset (in "Other Assets" on the Consolidated and Combined Balance Sheets) and is amortized over the life of the contract as a reduction to revenue in accordance with the accounting guidance for revenue recognition.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts in the Consolidated and Combined Financial Statements and accompanying notes. The Company utilizes key estimates in preparing the financial statements including environmental estimates, goodwill, intangibles, insurance reserves, income taxes and long-lived assets. These estimates are based on historical information, current trends and information available from other sources. Actual results could materially differ from those estimates.

Fair Value of Financial Assets and Financial Liabilities

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Assets and liabilities recorded at fair value are classified

based upon the level of judgment associated with the inputs used to measure their fair value. The hierarchical levels related to the subjectivity of the valuation inputs are defined as follows:

- *Level 1*—inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets
- *Level 2*—inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument
- *Level 3*—inputs to the valuation methodology are unobservable and significant to the fair value measurement

Recurring Fair Value Measurements

The Company's financial instruments consist primarily of cash and cash equivalents, accounts receivable, accounts payable, financing leases and borrowings. Management believes that the carrying value of cash and cash equivalents, accounts receivable, accounts payable, financing leases and borrowings are representative of their respective fair values. All derivatives are recognized as either assets or liabilities on the balance sheet at fair value at the end of each quarter (refer to Note 5. "Derivative Instruments" for additional information).

Nonrecurring Fair Value Measurements

The Company's assets measured at fair value on a nonrecurring basis include long-lived assets, indefinite-lived intangible assets and goodwill. The Company reviews the carrying amounts of such assets at least annually or whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Any resulting asset impairment would require that the asset be recorded at its fair value. The resulting fair value measurement of the assets are considered to be Level 3 measurements.

Acquisitions

The Company had no business acquisitions during fiscal 2024 and 2023. The Company completed business acquisitions with aggregate purchase price of approximately \$17.2 million during fiscal 2022. The results of operations of these acquisitions have been included in the Company's consolidated and combined financial results since their respective acquisition dates. These acquisitions were not significant in relation to the Company's combined financial results and, therefore, pro forma financial information has not been presented.

Comprehensive Income

Comprehensive income includes all changes to equity during a period, except those resulting from investments by and distributions to stockholders and except those related to the net parent investment. Components of comprehensive income include net income, pension plan adjustments (net of tax) and changes in foreign currency translation adjustments (net of tax).

The summary of the components of comprehensive income is as follows (in thousands):

	Fiscal Year Ended								
	September 27, 2024			September 29, 2023			September 30, 2022		
	Pre-Tax Amount	Tax Effect	After-Tax Amount	Pre-Tax Amount	Tax Effect	After-Tax Amount	Pre-Tax Amount	Tax Effect	After-Tax Amount
Net Income			\$ 20,970			\$ 213,158			\$ 141,679
Pension plan adjustments	(39)	9	(30)	(884)	229	(655)	2,621	(924)	1,697
Foreign currency translation adjustments	2,292	—	2,292	2,251	(1,089)	1,162	(22,893)	1,122	(21,771)
Other Comprehensive Income (Loss)	2,253	9	2,262	1,367	(860)	507	(20,272)	198	(20,074)
Comprehensive Income			\$ 23,232			\$ 213,665			\$ 121,605

Accumulated other comprehensive loss consists of the following (in thousands):

	September 27, 2024	September 29, 2023
Pension plan adjustments	\$ (5,099)	\$ (5,069)
Foreign currency translation adjustments	(23,812)	(26,104)
	\$ (28,911)	\$ (31,173)

Currency Translation

The Company's Canadian subsidiary's functional currency is the local currency of operations, and the net assets of its Canadian operations are translated into U.S. dollars using current exchange rates. The U.S. dollar results that arise from such translation are included as a component of accumulated other comprehensive loss in equity.

Cash and Cash Equivalents

The Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Receivables

Receivables represents amounts due from customers and is presented net of allowance for credit losses. Judgment and estimates are used in determining the collectability of receivables and evaluating the adequacy of the allowance for credit losses. The Company estimates and reserves for its credit loss exposure based on historical experience, current general and specific industry economic conditions and reasonable and supportable forecasts that affect the collectability of the reported amount in estimating credit losses. Credit loss expense is classified within "Cost of services provided (exclusive of depreciation and amortization)" in the Consolidated and Combined Statements of Income. When an account is considered uncollectible, it is written off against the allowance for credit losses. The amounts recognized in fiscal years 2024 and 2023 relating to allowance for credit losses, which are netted against "Receivables" in the Consolidated and Combined Balance Sheets, are as follows (in thousands):

	Fiscal Year Ended	
	September 27, 2024	September 29, 2023
Balance, beginning of year	\$ 25,066	\$ 29,100
Additions: Charged to Income	33,705	20,500
Reductions: Deductions from Reserves ⁽¹⁾	(38,967)	(24,534)
Balance, end of year	\$ 19,804	\$ 25,066

(1) Amounts determined not to be collectible and charged against the reserve and translation.

Transfer of Financial Assets

The Company accounts for transfers of its financial assets in accordance with Accounting Standards Codification ("ASC") Topic No. 860, Transfers and Servicing. When a transfer meets all the requirements for a sale of a financial asset, the Company derecognizes the financial asset.

Inventories

Inventories are valued at the lower of cost (principally the first-in, first-out method) or net realizable value. The Company records valuation adjustments to its inventories if the cost of inventory on hand exceeds the amount it expects to realize from the ultimate sale or disposal of the inventory. These estimates are based on management's judgment regarding future demand and market conditions and analysis of historical experience. As of September 27, 2024 and September 29, 2023, the Company's reserve for inventory was approximately \$15.7 million and \$18.7 million, respectively. The inventory reserve is determined based on history and projected customer consumption and specific identification.

During fiscal 2022, the Company decided to no longer sell certain personal protective equipment ("PPE"), which required inventory charges to reduce the carrying value of PPE to a zero net realizable value. The Company recorded \$26.2 million in inventory charges within "Cost of services provided (exclusive of depreciation and amortization)" in the Combined Statement of Income during fiscal 2022 to reflect the net realizable value of certain PPE inventory. No charges were recorded in fiscal 2023 or 2024 related to PPE.

The components of net inventories are as follows (in thousands):

	September 27, 2024	September 29, 2023
Raw Materials	\$ 35,210	\$ 35,332
Work in Process	959	1,104
Finished Goods	128,744	138,284
	<u>\$ 164,913</u>	<u>\$ 174,719</u>

Rental merchandise in service

Rental merchandise in service represents personalized work apparel, linens and other rental items in service. Rental merchandise in service is valued at cost less amortization, calculated using the straight-line method. Rental merchandise in service is amortized over its useful life, which primarily range from one to four years. The amortization rates are based on the Company's specific experience and wear tests performed by the Company. These factors are critical to determining the amount of rental merchandise in service and related Cost of services provided (exclusive of depreciation and amortization) that are presented in the Consolidated and Combined Financial Statements. Material differences may result in the amount and timing of operating income if management makes significant changes to these estimates.

During the fiscal years ended September 27, 2024, September 29, 2023 and September 30, 2022, the Company recorded \$323.9 million, \$344.5 million and \$313.4 million, respectively, of amortization related to rental merchandise in service within "Cost of services provided (exclusive of depreciation and amortization)" on the Consolidated and Combined Statements of Income.

Other current assets

"Other current assets" as presented in the Consolidated and Combined Balance Sheets is primarily comprised of prepaid insurance and prepaid taxes and licenses.

Property and Equipment and Operating Lease Right-of-use Assets

Property and equipment are stated at cost and are depreciated over their estimated useful lives on a straight-line basis. When a decision has been made to dispose of property and equipment prior to the end of the previously estimated useful life, depreciation estimates are revised to reflect the use of the asset over the shortened estimated useful life. Gains and losses on dispositions are included in operating results. Maintenance and repairs are charged to current operations and replacements, and significant improvements that extend the useful life of the asset are capitalized. The estimated useful lives for the major categories of property and equipment are 10 to 40 years for buildings and improvements and 3 to 10 years for equipment. Depreciation expense during fiscal 2024, fiscal 2023 and fiscal 2022 was \$106.3 million, \$103.8 million and \$103.3 million, respectively. The Company had \$10.2 million, \$7.6 million, and \$7.1 million, respectively, of capital expenditures recorded within “Accounts payable” and “Accrued expenses and other current liabilities” in the Consolidated and Combined Balance Sheets as of September 27, 2024, September 29, 2023, and September 30, 2022.

During fiscal 2024, the Company completed the sale of a property for a net selling price of \$5.3 million. As a result, the Company recorded a loss on disposal of \$0.2 million within the United States segment, which is included in “Selling, general and administrative expenses” in the Consolidated Statement of Income for fiscal 2024.

During fiscal 2023, the Company completed the sale of a property for cash proceeds of \$9.6 million. As a result, the Company recorded a gain on disposal of \$6.8 million within the United States segment, which is included in “Selling, general and administrative expenses” in the Combined Statement of Income for fiscal 2023.

During fiscal 2023, the Company completed a strategic review of certain administrative locations, taking into account facility capacity and current utilization, among other factors. Based on this review, the Company vacated or otherwise reduced its usage at certain of these locations, resulting in an analysis of the recoverability of the assets associated with the locations. As a result, the Company recorded an impairment charge of \$7.7 million within its United States segment, which was included in “Selling, general and administrative expenses” in the Combined Statement of Income for fiscal 2023. The non-cash impairment charge consisted of operating lease right-of-use assets (\$7.1 million) and other costs (\$0.6 million).

Other Assets

“Other assets” as presented in the Consolidated and Combined Balance Sheets is primarily comprised of employee sales commissions, computer software costs, equity method investment, consideration payable to a customer at the beginning of the contract, noncurrent pension assets, preparation costs and long-term receivables.

Employee sales commissions represent commission payments made to employees related to new or retained business contracts (see Note 6. “Revenue Recognition”). Computer software costs represent capitalized costs incurred to purchase or develop software for internal use, and are amortized over the estimated useful life of the software, generally a period of three to 10 years.

The Company accounts for investments in unconsolidated entities where it exercises significant influence, but does not have control, using the equity method. Under the equity method of accounting, the Company recognizes its share of the investee’s net income or loss. Equity method investments represent the 39% ownership interest in Aramark Uniform Services Japan Corporation. The investment was sold in October 2024 (see Note 17. “Subsequent Events”).

On September 22, 2023, the Company sold its 25% interest in Sanikleen, a Japanese linen supply company for \$51.9 million in cash resulting in a pre-tax gain on sale of this equity investment of \$51.8 million for fiscal 2023. The pre-tax gain is included in “Gain on Sale of Equity Investment, net” on the Combined Statement of Income for fiscal 2023.

Accrued Expenses and Other Current Liabilities

“Accrued Expenses and Other Current Liabilities” as presented in the Consolidated and Combined Balance Sheets is primarily comprised of current deferred income, taxes, insurance, environmental reserves (see Note 9. Commitments and Contingencies) and rebates.

Other Noncurrent Liabilities

“Other Noncurrent Liabilities” as presented in the Consolidated and Combined Balance Sheets is primarily comprised of environmental reserves (see Note 9. Commitments and Contingencies), asset retirement obligations (see Note 9. Commitments and Contingencies) and noncurrent deferred income.

Insurance

Prior to the Separation, Aramark insured portions of its risk in general liability, automobile liability, workers’ compensation liability and property liability through a wholly owned captive insurance subsidiary (the “Captive”), to enhance its risk financing strategies. The Captive was subject to regulations within its domicile of Bermuda, including regulations established by the Bermuda Monetary Authority (the “BMA”) relating to levels of liquidity and solvency as such concepts are defined by the BMA. The Captive was in compliance with these regulations as of September 29, 2023. Prior to the Separation, Aramark allocated certain costs associated to the Captive to the Company. The Company did not recognize liabilities related to claims from general liability, automobile liability and workers’ compensation liability on the Combined Balance Sheet as of September 29, 2023 as Aramark’s Captive subsidiary was the primary responsible party related to these obligations. Aramark’s Captive insurance subsidiary had estimated reserves of approximately \$68.4 million at September 29, 2023 related to claims arising from the Company’s operations. Aramark’s reserves for retained costs associated with Aramark’s casualty program were estimated through actuarial methods, with the assistance of third-party actuaries, using loss development assumptions based on claims history.

The Company entered into an independent general liability, automobile liability, workers’ compensation liability insurance policy effective September 29, 2023. During the fiscal year ended September 27, 2024, the Company recorded \$11.4 million, \$16.5 million, and \$22.8 million of general liability, automobile liability, and workers’ compensation liability expenses, respectively, within “Cost of services provided (exclusive of depreciation and amortization)” and “Selling, general and administrative expenses” on the Consolidated Statement of Income.

The Company entered into an independent property insurance policy and was no longer under Aramark’s property insurance policy effective June 1, 2023. During the fiscal year ended September 27, 2024, the Company recorded \$4.5 million of property insurance expenses within “Cost of services provided (exclusive of depreciation and amortization)” and “Selling, general and administrative expenses” on the Consolidated Statement of Income.

Environmental Matters

Capital expenditures for ongoing environmental remediation and compliance measures were recorded in Property and Equipment and related expenses were included in the normal operating expenses of conducting business. The Company accrued for environmental-related activities for which commitments or clean-up plans have been developed and when such costs could be reasonably estimated based on industry standards and professional judgment. Accrued amounts were primarily recorded on an undiscounted basis (see Note 9. Commitments and Contingencies).

Income Taxes

The Company’s operations were included in Aramark’s U.S. federal and state tax returns for taxable periods through the Company’s Separation from Aramark on September 30, 2023. With respect to such taxable periods, income taxes on the Company’s financial statements were calculated on a separate tax return basis. Beginning after the Separation, the Company is filing tax returns separate from Aramark, and its deferred taxes and effective tax rates may differ from those of the historical periods.

The Company and its subsidiaries file a federal consolidated income tax return in the United States, and separate legal entities file in various state, local and foreign jurisdictions. The Company uses the asset and liability approach to determine its provision for income taxes based on its operations in each jurisdiction. Deferred tax assets and liabilities are determined by the differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and for operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax laws and rates expected to apply to taxable income in the years in which the deferred tax assets or liabilities are expected to be realized or settled. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date. In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized.

The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than fifty percent likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs.

The Company accounts for deferred income taxes related to executive compensation deductions that are limited by IRC 162(m) by first allocating available tax deductions to stock-based compensation and then cash compensation. The Company elects to treat global intangible low-taxed income (GILTI) inclusions as a current-period expense when incurred. Therefore, the Company has not recorded deferred taxes for basis differences expected to reverse in future periods.

Refer to Note 11, “Income Taxes”, of these Consolidated Financial Statements for further details on income taxes.

Net Parent Investment

“Net parent investment” in the Combined Balance Sheet for fiscal 2023 is presented in lieu of stockholders’ equity and represents Aramark’s historic investment in the Company, the accumulated net earnings after taxes of the Company and the net effect of the transactions with the allocations from Aramark. All transactions reflected in “Net parent investment” in the accompanying Combined Balance Sheet for fiscal 2023 have been considered as financing activities for purposes of the Combined Statements of Cash Flows for fiscal 2022 and 2023.

For additional information, see Basis of Presentation above and Note 15. Related Party Transactions and Parent Company Investment.

Interest Expense, net

“Interest Expense, net” as presented in the Consolidated and Combined Statements of Income is primarily comprised of interest expense on borrowings (see Note 4. Borrowings) and interest expense recognized on financing leases (see Note 7. Leases).

Other (Income), net

“Other (Income), net ” as presented in the Consolidated and Combined Statements of Income is primarily comprised of fees incurred for the Company’s accounts receivable securitization facility (see Note 16. Accounts Receivable Securitization Facility) and the Company’s share of the financial results for its equity method investment.

Impact of COVID-19

COVID-19 adversely affected global economies, disrupted global supply chains and labor force participation and created significant volatility and disruption of financial markets. COVID-19 related disruptions negatively impacted the Company’s financial and operating results beginning in the second quarter of fiscal 2020 through the first half of fiscal 2021. The Company’s financial results started to improve during the second half of fiscal 2021 and continued to improve throughout fiscal 2022 as COVID-19 restrictions were lifted and operations re-opened.

The CARES Act provided for deferred payment of the employer portion of social security taxes through the end of calendar 2020, with 50% of the deferred amount due December 31, 2021 and the remaining 50% due December 31, 2022. Deferred social security taxes of \$16.6 million were paid during both fiscal 2022 and fiscal 2023.

NOTE 2. SEVERANCE:

During fiscal 2024, the Company approved headcount reductions to streamline and improve the efficiency and effectiveness of operational and administrative functions. As a result of these actions, severance charges of \$5.2 million were recorded within “Selling, general and administrative expenses” on the Consolidated Statement of Income for the fiscal year ended September 27, 2024. As of September 27, 2024, the Company had an accrual of approximately \$2.7 million related to unpaid severance obligations.

During fiscal 2023, the Company approved action plans to streamline and improve the efficiency and

effectiveness of operational and administrative functions. As a result of these actions, severance charges of \$7.6 million were recorded within “Selling, general and administrative expenses” and “Cost of services provided (exclusive of depreciation and amortization)” on the Combined Statement of Income for the fiscal year ended September 29, 2023.

The following table summarizes the unpaid obligations for severance and related costs as of September 27, 2024, which are included in “Accrued payroll and related expenses” on the Consolidated Balance Sheet.

(dollars in thousands)	September 29, 2023	Charges	Payments and Other	September 27, 2024
Fiscal 2024 Severance	\$ —	\$ 5,240	\$ (2,679)	\$ 2,561
Fiscal 2023 Severance	\$ 3,414	\$ —	\$ (3,272)	\$ 142
Total	\$ 3,414	\$ 5,240	\$ (5,951)	\$ 2,703

The following table summarizes the unpaid obligations for severance and related costs as of September 29, 2023, which are included in “Accrued payroll and related expenses” on the Combined Balance Sheet.

(dollars in thousands)	September 30, 2022	Charges	Payments and Other	September 29, 2023
Fiscal 2023 Severance	\$ —	\$ 7,588	\$ (4,174)	\$ 3,414
Fiscal 2021 Severance	3,448	—	(3,448)	—
Total	\$ 3,448	\$ 7,588	\$ (7,622)	\$ 3,414

NOTE 3. GOODWILL AND OTHER INTANGIBLE ASSETS:

Goodwill represents the excess of the fair value of consideration paid for an acquired entity over the fair value of assets acquired and liabilities assumed in a business combination. Goodwill is not amortized and is subject to an impairment test that is conducted annually or more frequently if a change in circumstances or the occurrence of events indicates that potential impairment exists. Based on Aramark’s historical structure, goodwill for the Company was retained within one reporting unit for the fiscal years ended September 29, 2023 and September 30, 2022. For the fiscal year ended September 27, 2024, Vestis had two reporting units, United States and Canada. The annual impairment test is performed as of the end of the fiscal month of August. If results of the qualitative assessment indicate a more likely than not determination or if a qualitative assessment is not performed, a quantitative test is performed by comparing the estimated fair value using a discounted cash flow method or market method for each reporting unit with its estimated net book value. During the fourth quarter of fiscal 2024 the annual impairment test for goodwill was performed using a quantitative testing approach and no impairment was identified. During fiscal 2023, the annual impairment test for goodwill was performed by Aramark using a quantitative testing approach and no impairment was identified.

The determination of fair value for the reporting unit includes assumptions, which are considered Level 3 inputs, that are subject to risk and uncertainty. The discounted cash flow calculations are dependent on several subjective factors, including the timing of future cash flows, the underlying margin projection assumptions, future growth rates and the discount rate. The market method is dependent on several factors including the determination of market multiples and future cash flows. If assumptions or estimates in the fair value calculations change or if future cash flows, margin projections or future growth rates vary from what was expected, this may impact the impairment analysis and could reduce the underlying cash flows used to estimate fair values and result in a decline in fair value that may trigger future impairment charges.

Changes in total goodwill during fiscal 2024 are as follows (in thousands):

	September 29, 2023	Acquisitions	Translation	September 27, 2024
United States	\$ 896,237	\$ —	\$ —	\$ 896,237
Canada	67,306	—	301	67,607
Total	\$ 963,543	\$ —	\$ 301	\$ 963,844

Changes in total goodwill during fiscal 2023 are as follows (in thousands):

	September 30, 2022	Acquisitions	Translation	September 29, 2023
United States	\$ 896,237	\$ —	\$ —	\$ 896,237
Canada	67,138	—	168	67,306
	<u>\$ 963,375</u>	<u>\$ —</u>	<u>\$ 168</u>	<u>\$ 963,543</u>

Other intangible assets consist of (in thousands):

	September 27, 2024			September 29, 2023		
	Gross Amount	Accumulated Amortization	Net Amount	Gross Amount	Accumulated Amortization	Net Amount
Customer relationship assets	\$ 383,887	\$ (187,699)	\$ 196,188	\$ 383,869	\$ (161,773)	\$ 222,096
Trade names	16,585	—	16,585	16,512	—	16,512
	<u>\$ 400,472</u>	<u>\$ (187,699)</u>	<u>\$ 212,773</u>	<u>\$ 400,381</u>	<u>\$ (161,773)</u>	<u>\$ 238,608</u>

Customer relationship assets are being amortized principally on a straight-line basis over the expected period of benefit with a weighted average life of approximately 14 years. The Canadian Linen trade name, which is our sole trade name, is an indefinite lived intangible asset and is not amortized, but is evaluated for impairment at least annually or more frequently if events or changes in circumstances indicate that it is more likely than not that the asset is impaired. The Company utilized the “relief-from-royalty” method, which considers the discounted estimated royalty payments that are expected to be avoided as a result of the trade name being owned. The Company’s annual trade name impairment test did not result in an impairment charge for fiscal 2024. The Company’s annual trade name impairment test was completed by Aramark for fiscal 2023 which did not result in an impairment charge. Amortization of other intangible assets for fiscal 2024, fiscal 2023 and fiscal 2022 was approximately \$25.9 million, \$26.0 million and \$25.9 million, respectively.

Based on the recorded balances at September 27, 2024, total estimated amortization of all acquisition-related intangible assets for fiscal years 2025 through 2029 are as follows (in thousands):

2025	\$ 26,331
2026	25,925
2027	25,664
2028	24,261
2029	23,747

NOTE 4. BORROWINGS:

Long-term borrowings, net, are summarized in the following table (in thousands):

	September 27, 2024	September 29, 2023
Senior secured term loan facility, due September 2025	\$ —	\$ 800,000
Senior secured term loan facility, due September 2028	497,500	700,000
Senior secured term loan facility, due February 2031	665,000	—
Total principal debt issued	1,162,500	1,500,000
Unamortized debt issuance costs	(13,164)	(11,057)
Discounts	(1,603)	—
Less - current portion	—	(26,250)
Long-term borrowings, net of current portion	<u>\$ 1,147,733</u>	<u>\$ 1,462,693</u>

Credit Agreement

On September 29, 2023, the Company and certain of its subsidiaries entered into a credit agreement (the “Credit Agreement”). The Credit Agreement was initially comprised of an \$800 million term loan A-1 due September 29, 2025 (“Term Loan A-1”), a \$700 million term loan A-2 due September 29, 2028 (“Term Loan A-2”), and a revolving credit facility available for loans in United States dollars and Canadian dollars with aggregate commitments of \$300 million and a maturity of September 29, 2028 (the “Revolving Credit Facility”). The Company used approximately \$1,457 million of the proceeds from the senior secured term loans to transfer cash to Aramark in connection with the separation and distribution.

The Company recorded approximately \$11.1 million and \$2.6 million of debt issuance costs associated with the term loans and the Revolving Credit Facility, respectively. The term loan debt issuance costs are reflected as a reduction to debt in the Consolidated and Combined Balance Sheets and are amortized as a component of interest expense over the term of the related debt using the effective interest method. The Revolving Credit Facility debt issuance costs are reflected within “Other Assets” in the Consolidated and Combined Balance Sheets and are amortized straight-line as a component of interest expense over the term of the facility.

The Revolving Credit Facility will mature on the earliest of (i) September 29, 2028, and (ii) the date of termination of all of the commitments under the revolving credit facility or the date on which the loans under the revolving credit facility become due and payable or the commitments under the revolving credit facility are terminated. The Company's revolving credit facility includes a \$50 million sublimit for swingline loans. The Company's revolving credit facility includes a \$30 million sublimit for letters of credit. The revolving credit facility may be drawn by the Company as well as by certain foreign subsidiaries. Each foreign borrower is subject to a sublimit of \$100 million with respect to borrowings under the revolving credit facility. In addition to paying interest on outstanding principal under the senior secured credit facilities, the Company is required to pay a commitment fee to the lenders under the revolving credit facility in respect of the unutilized commitments thereunder. The revolving credit facility is subject to a commitment fee ranging from a rate of 0.20% to 0.30% per annum. The actual rate within the range is based on a Consolidated Total Net Leverage Ratio, as defined in the Credit Agreement. As of September 27, 2024, there was \$5.3 million of letters of credit outstanding leaving \$294.7 million available for borrowing under the revolving credit facility.

On February 22, 2024, the Company amended the Credit Agreement to refinance its Term Loan A-1 with an \$800 million term loan B-1 due February 22, 2031 (“Term Loan B-1”). The Term Loan B-1 requires \$2.0 million of principal payments each quarter until the maturity date, at which the remaining unpaid principal amount is due. The Company recorded approximately \$11.1 million and \$2.0 million of Term Loan B-1 debt issuance costs and original issue discount, respectively, which are reflected as a reduction to debt in the Consolidated Balance Sheet and are being amortized as a component of interest expense over the term of the related debt using the effective interest method. As a result of the repayment of Term Loan A-1 using the proceeds from Term Loan B-1, the Company also recorded a \$3.9 million non-cash expense during fiscal 2024 for the write-off of Term Loan A-1 unamortized debt issuance costs to “Interest Expense, net” on the Consolidated Statements of Income.

During fiscal 2024, the Company paid principal amounts of \$202.5 million and \$135.0 million on its Term Loan A-2 and Term Loan B-1. As a result of these payments, the Company has met its quarterly principal payment obligations through the maturity of both term loans.

The Term Loan A-1 interest rate was, and Term Loan A-2 interest rate is, the Secured Overnight Financing Rate (“SOFR”), plus a Credit Spread Adjustment of 10 basis points and a margin from 1.50% to 2.50% depending on the Company’s Consolidated Total Net Leverage Ratio, as defined in the Credit Agreement. The applicable margin on these term loans was 2.25% during fiscal 2024.

The Term Loan B-1 interest rate is SOFR plus a margin from 2.0% to 2.25% depending on the Company’s Consolidated Total Net Leverage Ratio, as defined in the Credit Agreement. The applicable margin on the Term Loan B-1 was 2.25% during fiscal 2024.

The weighted-average interest rate for the Company’s senior secured term loans was 7.65% for fiscal 2024. During the fiscal year ended September 27, 2024, the Company paid \$96.8 million of interest on its outstanding principal debt. The Company did not have interest payments during the fiscal year ended September 29, 2023.

The Company carries debt at historical cost and discloses fair value. As of September 27, 2024, the carrying amounts of the Company's senior secured term loans approximated their fair value as the interest rates are variable and reflective of market rates.

Prepayments

The Credit Agreement may be prepaid at any time. The Credit Agreement requires the Company to prepay outstanding term loans, subject to certain exceptions, with:

- 100% of the net cash proceeds of all non-ordinary course asset sales or other dispositions of collateral subject to certain exceptions and customary reinvestment rights; provided, further, that such prepayment shall only be required to the extent net cash proceeds during the applicable fiscal year exceeds the greater of (a) \$30,000,000 and (b) 7.5% of Covenant Adjusted EBITDA;
- 100% of the net cash proceeds of all casualty events with respect to any equipment, fixed assets, or real property constituting collateral; provided, that such prepayment shall only be required to the extent proceeds related to the event exceed \$10 million and are not reinvested within the reinvestment period; and
- 100% of the net cash proceeds of any incurrence of debt, but excluding proceeds from certain debt permitted under the Credit Agreement.

In addition, the Term Loan B-1 is subject to mandatory prepayments using 50% of the Company's excess cash flow, with reductions to 25% and 0% based upon achievement and maintenance of a secured net leverage ratio of 3.75:1.00 and 3.25:1.00, respectively.

Guarantees

All obligations under the Credit Agreement are unconditionally guaranteed by the Company and, subject to certain exceptions, substantially all of the Company's existing and future wholly-owned domestic material subsidiaries. All obligations under the Credit Agreement, and the guarantees of those obligations, are secured, subject to customary exceptions, by (i) pledges of 100% of the capital stock of the Company's and guarantors' direct domestic subsidiaries, (ii) pledges of 65% of the capital stock of the Company's and guarantors' direct foreign subsidiaries, and (iii) a security interest in, and mortgages on, substantially all tangible assets of the Company or any of the Guarantors.

Covenants

The Credit Agreement contains a number of covenants that, among other things, restrict, subject to certain exceptions, the Company's ability and the ability of its restricted subsidiaries to: incur additional indebtedness; issue preferred stock or provide guarantees; create liens on assets; engage in mergers or consolidations; sell or dispose of assets; pay dividends, make distributions or repurchase its capital stock; engage in certain transactions with affiliates; make investments, loans or advances; create restrictions on the payment of dividends or other amounts to the Company from its restricted subsidiaries; amend material agreements governing the Company's or guarantors' subordinated debt; repay or repurchase any subordinated debt, except as scheduled or at maturity; make certain acquisitions; change the Company's or its restricted subsidiaries' fiscal year; and fundamentally change the Company's or its restricted subsidiaries' business. The Credit Agreement also contains certain customary affirmative covenants, such as financial and other reporting, and certain events of default.

The Credit Agreement requires the Company to maintain a maximum Consolidated Total Net Leverage Ratio, defined as consolidated total indebtedness over unrestricted cash divided by Covenant Adjusted EBITDA, not to exceed 5.25x for any fiscal quarter ending prior to March 31, 2025, and not to exceed 4.50x for any fiscal quarter ending on or after March 31, 2025, subject to certain exceptions. Consolidated total indebtedness is defined in the Credit Agreement as total indebtedness consisting of debt for borrowed money, finance leases, disqualified and preferred stock and advances under any Receivables Facility. Covenant Adjusted EBITDA is defined in the Credit Agreement as consolidated net income increased by interest expense, taxes, depreciation and amortization expense, initial public company costs, restructuring charges, write-offs and noncash charges, non-controlling interest expense, net cost savings in connection with any acquisition, disposition, or other permitted investment under the Credit Agreement, share-based compensation expense, non-recurring or unusual gains and losses, reimbursable insurance costs, cash expenses related to earn outs, and insured losses.

The Credit Agreement establishes a minimum Interest Coverage Ratio, defined as Covenant Adjusted EBITDA divided by consolidated interest expense. The minimum Interest Coverage Ratio is required to be at least 2.00x for the term of the Credit Agreement.

At September 27, 2024, the Company was in compliance with all covenants under the Credit Agreement.

Debt Maturities

At September 27, 2024, annual maturities on long-term borrowings maturing in the next five fiscal years and thereafter are as follows (in thousands):

2025	\$	—
2026		—
2027		—
2028		497,500
2029		—
Thereafter		665,000
Total	\$	1,162,500

NOTE 5. DERIVATIVE INSTRUMENTS:

Prior to the Separation, Aramark entered into contractual derivative arrangements to manage changes in market conditions related to exposure to fluctuating gasoline, diesel and natural gas fuel prices at the Company. These derivative arrangements transferred in-kind to the Company upon the execution of the Separation and Distribution Agreement between the Company and Aramark, which was effective upon the Separation on September 30, 2023. Derivative instruments utilized during the period include pay fixed/receive floating gasoline and diesel fuel agreements based on the Department of Energy weekly retail on-highway index, and pay fixed/receive floating natural gas fuel agreements based on the Henry Hub New York Mercantile Exchange index in order to limit the Company's exposure to price fluctuations for gasoline, diesel, and natural gas fuel mainly for the Company's operations. The counterparties to the contractual derivative agreements are all major international financial institutions. The Company is exposed to credit loss in the event of nonperformance by these counterparties. The Company continually monitors its positions and the credit ratings of its counterparties, and does not anticipate nonperformance by the counterparties. The Company did not enter into any new derivative arrangements for the fiscal year ended September 27, 2024. As of September 27, 2024, all derivative arrangements had reached maturity and thus, no derivative instruments were recognized as either assets or liabilities on the Consolidated Balance Sheet.

The corresponding impact on earnings related to the contractual derivative arrangements have been recorded within the Consolidated Statement of Income for the fiscal year ended September 27, 2024. Additionally, prior to the Separation the impact on earnings related to the contractual derivative arrangements were allocated to the Company and recorded within the Combined Statements of Income for the fiscal years ended September 29, 2023 and September 30, 2022.

Derivatives not Designated in Hedging Relationships

The Company does not record its gasoline, diesel and natural gas fuel agreements as hedges for accounting purposes. As of September 27, 2024, the Company did not have fuel contracts outstanding. The impact on earnings related to the change in fair value of these contracts related to the Company was a gain of \$0.1 million for fiscal 2024. The impact

on earnings related to the change in fair value of these unsettled contracts related to the Company was a gain of \$1.6 million for fiscal 2023 and a loss of \$4.6 million for fiscal 2022.

The following table summarizes the location of realized and unrealized loss (gain) for the Company's derivatives not designated as hedging instruments in the Consolidated and Combined Statements of Income (in thousands):

	Income Statement Location	Fiscal Year Ended		
		September 27, 2024	September 29, 2023	September 30, 2022
Gasoline, diesel and natural gas fuel agreements	Cost of services provided (exclusive of depreciation and amortization)	\$ 2,580	\$ 3,488	\$ (3,212)

NOTE 6. REVENUE RECOGNITION:

Disaggregation of Revenue

The following table presents revenue disaggregated by revenue source (in thousands):

	Fiscal Year Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
United States:			
Uniforms	\$ 1,037,608	\$ 1,067,825	\$ 1,067,815
Workplace Supplies	1,518,314	1,507,527	1,379,212
Total United States	2,555,922	2,575,352	2,447,027
Canada:			
Uniforms	\$ 96,864	\$ 100,403	\$ 100,787
Workplace Supplies	153,034	149,531	139,191
Total Canada	249,898	249,934	239,978
Total Revenue	\$ 2,805,820	\$ 2,825,286	\$ 2,687,005

Contract Balances

The Company defers sales commissions earned by its sales force that are considered to be incremental and recoverable costs of obtaining a contract. The deferred costs are amortized using the portfolio approach on a straight-line basis over the average period of benefit, approximately nine years, and are assessed for impairment on a periodic basis. Determination of the amortization period and the subsequent assessment for impairment of the contract cost asset requires judgment. The Company expenses sales commissions as incurred if the amortization period is one year or less. As of September 27, 2024 and September 29, 2023, the Company has \$105.8 million and \$104.4 million, respectively, of employee sales commissions recorded as assets within "Other Assets" on the Company's Consolidated and Combined Balance Sheets. During the fiscal years ended September 27, 2024, September 29, 2023 and September 30, 2022, the Company recorded \$21.1 million, \$20.1 million and \$19.2 million, respectively, of expense related to employee sales commissions within "Selling, general and administrative expenses" on the Consolidated and Combined Statements of Income.

NOTE 7. LEASES:

The Company has lease arrangements primarily related to real estate, vehicles and equipment, which generally have terms of one to 20 years. Finance leases primarily relate to vehicles. The Company assesses whether an arrangement is a lease, or contains a lease, upon inception of the related contract. A right-of-use asset and corresponding lease liability are not recorded for leases with an initial term of 12 months or less ("short-term leases").

The Company recognizes operating lease liabilities and operating lease right-of-use assets on its Consolidated and Combined Balance Sheets. Operating lease right-of-use assets represent the Company's right to use the underlying assets for the lease term, and operating lease liabilities represent the Company's obligation to make lease payments arising from

the lease. Operating lease liabilities and operating lease right-of-use assets are recognized at the lease commencement date based on the estimated present value of the lease payments over the lease term. Deferred rent, tenant improvement allowances and prepaid rent are included in the operating lease right-of-use asset balances. Lease expense is recognized on a straight-line basis over the expected lease term. The Company has lease agreements with lease and non-lease components. Non-lease components are combined with the related lease components and accounted for as lease components for all classes of underlying assets.

Variable lease payments, which primarily consist of real estate taxes, common area maintenance charges, insurance costs and other operating expenses, are not included in the operating lease right-of-use asset or operating lease liability balances and are recognized in the period in which the expenses are incurred. The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain they will be exercised or not, respectively. Options to extend lease terms that are reasonably certain of exercise are recognized as part of the operating lease right-of-use asset and operating lease liability balances.

The Company is required to discount its future minimum lease payments using the interest rate implicit in the lease or, if that rate cannot be readily determined, the incremental borrowing rate. As the Company's leases typically do not provide an implicit rate, the present value of our lease liability is determined using an incremental borrowing rate based on the information available as of the lease commencement date.

The following table summarizes the location of the operating and finance leases in the Company's Consolidated and Combined Balance Sheets (in thousands), as well as the weighted average remaining lease term and weighted average discount rate:

Leases	Balance Sheet Location	September 27, 2024	September 29, 2023
Assets:			
Operating	Operating Lease Right-of-use Assets	\$ 73,530	\$ 57,890
Finance	Property and Equipment, net	131,041	121,930
Total lease assets		<u>\$ 204,571</u>	<u>\$ 179,820</u>
Liabilities:			
Current			
Operating	Current operating lease liabilities	\$ 19,886	\$ 19,935
Finance	Current maturities of financing lease obligations	31,347	27,659
Noncurrent			
Operating	Noncurrent Operating Lease Liabilities	66,111	46,084
Finance	Noncurrent Financing Lease Obligations	115,325	105,217
Total lease liabilities		<u>\$ 232,669</u>	<u>\$ 198,895</u>
Weighted average remaining lease term (in years)			
Operating leases		6.1	4.7
Finance leases		5.7	5.7
Weighted average discount rate			
Operating leases		6.1 %	4.4 %
Finance leases		4.6 %	4.3 %

The following table summarizes the location of lease related costs in the Consolidated and Combined Statements of Income (in thousands):

Lease Cost	Income Statement Location	Fiscal Year Ended		
		September 27, 2024	September 29, 2023	September 30, 2022
Operating lease cost ⁽¹⁾				
Fixed lease costs	Cost of services provided (exclusive of depreciation and amortization) / Selling, general and administrative expenses	\$ 23,359	\$ 23,119	\$ 25,376
Variable lease costs	Cost of services provided (exclusive of depreciation and amortization) / Selling, general and administrative expenses	10,447	9,888	9,114
Short-term lease costs	Cost of services provided (exclusive of depreciation and amortization) / Selling, general and administrative expenses	8,698	8,175	6,371
Finance lease cost ⁽¹⁾ :				
Amortization of right-of-use-assets	Depreciation and amortization	31,647	30,360	29,135
Interest on lease liabilities	Interest Expense, net	5,784	4,174	3,205
Net lease cost		\$ 79,935	\$ 75,716	\$ 73,201

(1) Excludes variable lease costs, which are immaterial.

Supplemental cash flow information related to leases for the period reported is as follows (in thousands):

	Fiscal Year Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases ⁽¹⁾	\$ 19,871	\$ 24,208	\$ 25,189
Operating cash flows from finance leases	5,784	4,174	3,205
Financing cash flows from finance leases	30,608	27,601	28,041
Lease assets obtained in exchange for lease obligations:			
Operating leases	35,997	12,640	20,416
Finance leases	\$ 44,916	\$ 42,581	\$ 28,895

(1) For fiscal 2024, excludes cash paid for variable and short-term lease costs of \$10.4 million and \$8.7 million, respectively, that are not included within the measurement of lease liabilities. For fiscal 2023, excludes cash paid for variable and short-term lease costs of \$9.9 million and \$8.2 million, respectively, that are not included within the measurement of lease liabilities. For fiscal 2022, excludes cash paid for variable and short-term lease costs of \$9.1 million and \$6.4 million, respectively, that are not included within the measurement of lease liabilities. Additionally, for fiscal 2024, includes \$4.5 million of cash received for reimbursements of tenant improvement allowances.

Future minimum lease payments under non-cancelable leases as of September 27, 2024 are as follows (in thousands):

	Operating leases	Finance leases	Total
2025	\$ 23,755	\$ 37,246	\$ 61,001
2026	19,774	32,814	52,588
2027	16,210	28,298	44,508
2028	12,492	23,756	36,248
2029	8,128	19,065	27,193
Thereafter	27,702	26,407	54,109
Total future minimum lease payments	\$ 108,061	\$ 167,586	\$ 275,647
Less: Interest	(22,064)	(20,914)	(42,978)
Present value of lease liabilities	\$ 85,997	\$ 146,672	\$ 232,669

NOTE 8. EMPLOYEE PENSION AND PROFIT SHARING PLANS:

Defined Contribution Retirement Plans

In the United States and Canada, the Company maintains qualified contributory defined contribution retirement plans for all Company employees meeting certain eligibility requirements, with Company contributions to the plans based on earnings performance or salary level. The total expense of the above plans for Company employees for fiscal 2024, fiscal 2023 and fiscal 2022 was \$9.0 million, \$9.1 million and \$8.7 million, respectively, which were recorded in “Cost of services provided (exclusive of depreciation and amortization)” and “Selling, general and administrative expenses” on the Consolidated and Combined Statements of Income.

Multiemployer Defined Benefit Pension Plans

The Company contributes to a number of multiemployer defined benefit pension plans under the terms of collective-bargaining agreements (“CBAs”) that cover its union-represented employees. The risks of participating in these multiemployer plans are different from single-employer plans in the following respects:

1. Assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.
2. If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
3. If the Company chooses to stop participating in some of its multiemployer plans, the Company may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

The Company’s participation in these plans for fiscal 2024 is outlined in the table below. The “EIN/Pension Plan Number” column provides the Employee Identification Number (EIN) and the three-digit plan number, if applicable. Unless otherwise noted, the most recent Pension Protection Act (PPA) zone status available in 2024 and 2023 is for the plans’ two most recent fiscal year-ends. The zone status is based on information that the Company received from the plan and is certified by the plan’s actuary. Among other factors, plans in the critical and declining zone are generally less than 65% funded and projected to become insolvent in the next 15 or 20 years depending on the ratio of active to inactive participants, plans in the critical zone are generally less than 65% funded, and plans in the green zone are at least 80% funded. The “FIP/RP Status Pending/Implemented” column indicates plans for which a financial improvement plan (FIP) or a rehabilitation plan (RP) is either pending or has been implemented. The contributions columns represent the recurring, required contributions made by the Company, which are typically based upon the number of employees participating within the plan. The last column lists the expiration date(s) of the CBA(s) to which the plans are subject. There have been no significant changes that affect the comparability of fiscal 2024, fiscal 2023 and fiscal 2022 contributions. The

contributions by the Company were recorded in “Cost of services provided (exclusive of depreciation and amortization)” and “Selling, general and administrative expenses” on the Consolidated and Combined Statements of Income.

Pension Fund	EIN/Pension Plan Number	Pension Protection Act Zone Status		FIP/RP Status Pending/ Implemented	Contributions by the Company (in thousands)			Surcharge Imposed	Range of Expiration Dates of CBAs
		2024	2023		2024	2023	2022		
National Retirement Fund	13-6130178/ 001	Critical	Critical	Implemented	\$ 3,219	\$ 2,994	\$ 2,400	No	10/30/2022 - 4/7/2028
Central States SE and SW Areas Pension Plan	36-6044243/ 001	Critical	Critical	Implemented	4,440	4,213	3,971	No	7/19/2024 - 9/22/2028
Retail, Wholesale and Department Store International Union and Industry Pension Fund ⁽¹⁾	63-0708442/ 001	Critical and Declining	Critical and Declining	Implemented	404	413	408	No	4/18/2025 - 5/22/2026
Local No. 731, I.B. of T. Pension Fund	36-6513567/ 001	Green	Green	N/A	1,166	1,129	997	No	5/1/2026
Other funds					9,406	9,009	8,369		
Total contributions					\$ 18,635	\$ 17,758	\$ 16,145		

(1) Over 60% of the Company’s participants in this fund are covered by a single CBA that expires on 5/22/2026.

The Company provided more than 5% of the total contributions for the following plans and plan years:

Pension Funds	Contributions to the plan exceeded more than 5% of total contributions (as of the plan’s year-end)
National Retirement Fund	12/31/2023, 12/31/2022, and 12/31/2021
Retail, Wholesale and Department Store International Union and Industry Pension Fund	12/31/2022

NOTE 9. COMMITMENTS AND CONTINGENCIES:

The Company has capital and other purchase commitments of approximately \$5.8 million at September 27, 2024, primarily in connection with commitments for the purchase of raw materials from vendors.

From time to time, the Company and its subsidiaries are a party to various legal actions, proceedings and investigations involving claims incidental to the conduct of their business or otherwise related to the Company, including actions by customers, employees, government entities and third parties, including under federal, state, international, national, provincial and local employment laws, wage and hour laws, discrimination laws, immigration laws, human health and safety laws, import and export controls and customs laws, environmental laws, false claims or whistleblower statutes, tax codes, antitrust and competition laws, customer protection statutes, procurement regulations, intellectual property laws, supply chain laws, the Foreign Corrupt Practices Act and other anti-corruption laws, lobbying laws, motor carrier safety laws, data privacy and security laws, or alleging negligence and/or breaches of contractual and other obligations. Based on information currently available, advice of counsel, available insurance coverage, established reserves and other resources, except as set forth below with respect to the shareholder class action lawsuits and shareholder derivative action lawsuit, the Company does not believe that any such actions are likely to be, individually or in the aggregate, material to its business, financial condition, results of operations or cash flows. However, in the event of unexpected further developments, it is possible that the ultimate resolution of these matters, or other similar matters, if unfavorable, may be materially adverse to the Company’s business, financial condition, results of operations or cash flows.

The Company is involved with environmental investigation and remediation activities at certain sites that it currently or formerly owned or operated or to which it sent waste for disposal (including sites which were previously owned and/or operated by businesses acquired by the Company or sites to which such businesses sent waste for disposal). The Company initially provides for estimated costs of environmental-related activities relating to its past operations and third-party sites for which commitments or clean-up plans have been developed and when such costs can be reasonably estimated based on industry standards and professional judgment. These estimated costs, which are mostly undiscounted,

are determined based on currently available facts regarding each site. If the reasonably estimable costs can only be identified as a range and no specific amount within that range can be determined more likely, the minimum of the range is used. The Company continuously assesses its potential liability for investigation and remediation-related activities and adjusts its environmental-related accruals as information becomes available upon which more accurate costs can be reasonably estimated. As of September 27, 2024 and September 29, 2023, the Company has \$6.6 million and \$6.8 million, respectively, recorded as liabilities within “Accrued expenses and other current liabilities” and \$19.0 million and \$17.3 million, respectively, recorded as liabilities within “Other Noncurrent Liabilities” on the Company’s Consolidated and Combined Balance Sheets.

The Company records the fair value of a liability for an asset retirement obligation both as an asset and a liability when there is a legal obligation associated with the retirement of a tangible long-lived asset and the liability can be reasonably estimated. The Company has identified certain conditional asset retirement obligations at various current and closed facilities. These obligations relate primarily to asbestos abatement, underground storage tank closures and restoration of leased properties to the original condition. Using investigative, remediation and disposal methods that are currently available to the Company, the estimated costs of these obligations were accrued. As of September 27, 2024 and September 29, 2023, the Company has \$11.8 million and \$12.3 million, respectively, recorded as liabilities within “Other Noncurrent Liabilities” on the Company’s Consolidated and Combined Balance Sheets.

On May 13, 2022, Cake Love Co. (“Cake Love”) commenced a putative class action lawsuit against AmeriPride Services, LLC (“AmeriPride”), a subsidiary of Vestis, in the United States District Court for the District of Minnesota. The lawsuit was subsequently updated to add an additional named plaintiff, Q-Mark Manufacturing, Inc. (“Q-Mark” and, together with Cake Love, the “Plaintiffs”). Plaintiffs allege that the defendants increased certain pricing charged to members of the purported class without the proper notice required by service agreements between AmeriPride and members of the purported class and that AmeriPride breached the duty of good faith and fair dealing. Plaintiffs seek damages on behalf of the purported class representing the amount of the allegedly improperly noticed price increases along with attorneys’ fees, interest and costs. In the third quarter of fiscal 2024, the parties reached a settlement in principle, subject to court approval. The settlement includes, among other terms, a monetary component of \$3.1 million. The full amount of the proposed settlement has been provided for in the Consolidated Financial Statements.

With respect to the below matters, the Company cannot predict the outcome of these legal matters, nor can it predict whether any outcome may be materially adverse to its business, financial condition, results of operations or cash flows. The Company intends to vigorously defend these matters.

On May 17, 2024, a purported Vestis shareholder commenced a putative class action lawsuit against Vestis and certain of its officers, in the United States District Court for the Northern District of Georgia, captioned Plumbers, Pipefitters and Apprentices Local No. 112 Pension Fund v. Vestis Corporation, et al., Case No. 1:24-cv-02175-SDG. The lawsuit is purportedly brought on behalf of purchasers of Vestis’ common stock between October 2, 2023 and May 1, 2024, inclusive. The complaint alleges claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, based on allegedly false or misleading statements generally related to the Company’s business and operations, pricing practices, and financial results and outlook. The lawsuit seeks unspecified damages and other relief. On September 23, 2024, the Court appointed co-lead plaintiffs. On October 30, 2024, the Court entered an amended scheduling order.

On June 4, 2024, a purported Vestis shareholder commenced a putative class action lawsuit against Vestis, in the Court of Chancery of the State of Delaware, captioned O’Neill v. Vestis Corp., Case No. 2024-0600-JTL. The lawsuit is purportedly brought on behalf of Vestis shareholders. The complaint alleges a single claim for declaratory judgment, seeking to invalidate and void Section II.5(d) of Vestis’ Amended and Restated Bylaws, effective September 29, 2023. On October 7, 2024, the Court granted a stipulation to consolidate multiple related actions involving similar company defendants, including the Vestis action, solely for purposes of adjudicating an omnibus motion to dismiss the complaints in each of those actions. On October 11, 2024, Vestis and the other consolidated defendants filed an omnibus motion to dismiss.

On July 10, 2024, a purported Vestis shareholder commenced a derivative action against Vestis’ directors and certain of its officers, in the United States District Court for the Northern District of Georgia, captioned Hollin v. Scott, et al., Case No. 1:24-cv-03059-SDG. The complaint seeks unspecified damages on behalf of Vestis and certain other relief, such as certain reforms to corporate governance and internal procedures. The complaint (in which Vestis is named as a nominal defendant) generally alleges, among other things, breaches of fiduciary duties in connection with the oversight of Vestis’ public statements and internal controls, and that Vestis was damaged as a result of the breaches of fiduciary duties. The complaint also alleges, among other things, violations of Section 10(b) of the Securities Exchange Act of 1934, aiding and abetting breach of fiduciary duty, unjust enrichment, and waste of corporate assets.

NOTE 10. BUSINESS SEGMENTS:

The Company manages and evaluates its business activities based on geography and, as a result, determined that its United States and Canada businesses are its operating segments. The United States and Canada operating segments both provide a full range of uniform programs, restroom supply services and first-aid and safety products, as well as ancillary items such as floor mats, towels and linens. The Company's operating segments are also its reportable segments. Corporate includes administrative expenses not specifically allocated to an individual segment. The Company evaluates the performance of each operating segment based on several factors of which the primary financial measure is operating income. The accounting policies of the operating segments are the same as those described in Note 1 "Nature of Business, Basis of Presentation and Summary of Significant Accounting Policies".

Financial information by segment is as follows (in thousands):

Revenue	Fiscal Year Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
United States	\$ 2,555,922	\$ 2,575,352	\$ 2,447,027
Canada	249,898	249,934	239,978
	<u>\$ 2,805,820</u>	<u>\$ 2,825,286</u>	<u>\$ 2,687,005</u>

Operating Income (Loss)	Fiscal Year Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
United States	\$ 264,709	\$ 303,762	\$ 242,971
Canada	8,162	13,707	18,008
Total Segment Operating Income	272,871	317,469	260,979
Corporate	(114,920)	(99,560)	(68,736)
Total Operating Income	<u>\$ 157,951</u>	<u>\$ 217,909</u>	<u>\$ 192,243</u>

Reconciliation to Income Before Income Taxes	Fiscal Year Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
Total Operating Income	\$ 157,951	\$ 217,909	\$ 192,243
Gain on Sale of Equity Investment, net	—	(51,831)	—
Interest Expense, net	126,563	2,109	4,548
Other (Income) Expense, net	(642)	(2,099)	(2,264)
Income Before Income Taxes	<u>\$ 32,030</u>	<u>\$ 269,730</u>	<u>\$ 189,959</u>

Depreciation and Amortization	Fiscal Year Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
United States	\$ 129,201	\$ 125,167	\$ 122,347
Canada	11,331	10,819	11,484
Corporate	249	518	521
	<u>\$ 140,781</u>	<u>\$ 136,504</u>	<u>\$ 134,352</u>

Capital Expenditures	Fiscal Year Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
United States	\$ 75,112	\$ 72,353	\$ 72,197
Canada	3,793	5,517	4,252
	<u>\$ 78,905</u>	<u>\$ 77,870</u>	<u>\$ 76,449</u>

Property and Equipment, net	September 27, 2024	September 29, 2023
United States	\$ 580,060	\$ 578,997
Canada	68,138	72,907
Corporate	22,660	12,627
	<u>\$ 670,858</u>	<u>\$ 664,531</u>
Total Assets	September 27, 2024	September 29, 2023
United States	\$ 2,629,457	\$ 2,863,616
Canada	268,800	266,804
Corporate	34,130	26,704
	<u>\$ 2,932,387</u>	<u>\$ 3,157,124</u>

NOTE 11. INCOME TAXES:

The components of Income Before Income Taxes by source of income are as follows (in thousands):

	Fiscal Year Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
United States	\$ 24,683	\$ 254,027	\$ 172,948
Non-United States	7,347	15,703	17,011
	<u>\$ 32,030</u>	<u>\$ 269,730</u>	<u>\$ 189,959</u>

The Provision for Income Taxes consists of (in thousands):

	Fiscal Year Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
Current:			
Federal	\$ 22,949	\$ 29,704	\$ 19,663
State and local	3,283	10,126	6,958
Foreign	4,404	2,372	1,056
	<u>30,636</u>	<u>42,202</u>	<u>27,677</u>
Deferred:			
Federal	(14,899)	10,350	13,070
State and local	(3,019)	2,860	3,322
Foreign	(1,658)	1,160	4,211
	<u>(19,576)</u>	<u>14,370</u>	<u>20,603</u>
	<u>\$ 11,060</u>	<u>\$ 56,572</u>	<u>\$ 48,280</u>

The Provision for Income Taxes varies from the amount determined by applying the United States Federal statutory rate to Income Before Income Taxes as a result of the following (all percentages are as a percentage of Income Before Income Taxes):

	Fiscal Year Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
United States statutory income tax rate	21.0 %	21.0 %	21.0 %
Increase (decrease) in taxes, resulting from:			
State income taxes, net of Federal tax benefit	5.0	3.8	4.2
Foreign taxes	2.6	(0.1)	0.9
Separation related adjustments	(2.9)	—	—
Permanent book/tax differences	3.8	0.3	—
Nontaxable gain on foreign subsidiary disposition	—	(4.0)	—
Uncertain tax positions	0.7	0.5	0.1
Deferred tax on foreign investments	4.3	—	—
Share-based compensation	3.5	—	—
Tax credits & other	(3.5)	(0.5)	(0.8)
Effective income tax rate	34.5 %	21.0 %	25.4 %

As of September 27, 2024 and September 29, 2023, the components of Deferred Income Taxes are as follows (in thousands):

	September 27, 2024	September 29, 2023
Deferred tax assets:		
Accruals and allowances	22,777	16,939
Employee compensation	18,485	14,401
Operating lease right-of-use liability	19,924	16,086
Business interest expense carryforward	16,795	—
Research and development expenses	5,622	2,881
NOL/credit carryforward and other	7,290	3,704
Deferred tax asset	90,893	54,011
Valuation allowances	\$ (4,662)	\$ —
Deferred tax asset (net of valuation allowance)	86,231	54,011
Deferred tax liabilities:		
Property and equipment	59,461	62,295
Other intangible assets including goodwill	83,247	77,603
Rental merchandise in service	78,542	80,579
Operating lease asset	16,746	14,025
Capitalized contract costs	24,541	24,506
Internally developed software	7,846	8,399
Other	\$ 5,752	\$ 4,251
Deferred tax liability	276,135	271,658
Net deferred tax liability	\$ 189,904	\$ 217,647

Deferred tax assets of \$1.6 million and \$0 million as of September 27, 2024 and September 29, 2023, respectively, are included in "Other Assets" on the Consolidated and Combined Balance Sheets. Deferred tax liabilities of \$191.5 million and \$217.6 million as of September 27, 2024 and September 29, 2023, respectively, are included in "Deferred Income Taxes" on the Consolidated and Combined Balance Sheets. In connection with the Separation, the

Company's net deferred tax liabilities decreased by \$8.5 million, primarily related to shared-based compensation, inventoriable costs and tax attributes that were not part of the Company while consolidated with Aramark.

As of each reporting date, the Company considers existing evidence, both positive and negative, that could impact the need for valuation allowances against deferred tax assets. As of September 27, 2024, the Company has \$4.7 million of United States foreign tax credit carryforwards from periods prior to the Separation. However, the Company maintains a full valuation allowance against these credit carryforwards. The Company assessed the remaining deferred tax assets and believes it is more-likely-than-not that they are realizable.

As of September 27, 2024, the Company had \$2 million of tax-effected state net operating loss carryforwards. The earliest expiration of the state net operating loss carryforwards is fiscal 2029 and the Company believes all carryforwards will be utilized prior to expiration.

A reconciliation of the beginning and ending amount of valuation allowances follows (in thousands):

	September 27, 2024	September 29, 2023	September 30, 2022
Balance, beginning of year	\$ —	\$ —	\$ —
Separation related adjustments	4,662	—	—
Balance, end of year	\$ 4,662	\$ —	\$ —

Under the Tax Matters Agreement, the Company is responsible for income taxes on prior period returns filed on a separate company basis in state, local, and foreign jurisdictions. Prior to the Separation, the Company was included on Aramark's United States federal and various state consolidated and combined tax returns that remain the responsibility of Aramark. Adjustments to Aramark's consolidated and combined federal and state tax returns could affect the tax attributes allocated to the Company under the Tax Matters Agreement. While it is often difficult to predict the timing or resolution of a particular tax matter, the Company does not anticipate any adjustments resulting from United States federal, state or foreign tax audits that would result in a material change to the financial condition or results of operations. Currently, none of the Company's income tax returns are under examination by a taxing authority. With few exceptions, the Company is no longer subject to foreign or state and local tax examinations by tax authorities for fiscal years before 2020.

Undistributed earnings and profits ("E&P") of our foreign subsidiaries amounted to \$21.7 million as of September 27, 2024. Currently, \$21.7 million of the undistributed E&P of our foreign subsidiaries is considered to be indefinitely reinvested and, accordingly, no deferred income taxes have been provided thereon. Upon distribution of those earnings to the U.S. in the form of dividends or otherwise, the Company could be subject to U.S. state and local taxes and withholding taxes payable in various jurisdictions, which may be partially offset by a U.S. foreign tax credit. The unrecorded withholding tax on undistributed E&P is not significant to the Consolidated and Combined Financial Statements.

The total amount of unrecognized tax benefits that, if recognized, would impact the effective tax rate, was approximately \$0.4 million, \$4.4 million, and \$3.0 million as of September 27, 2024, September 29, 2023 and September 30, 2022, respectively. In connection with the Separation, our unrecognized benefits with respect to our uncertain tax positions decreased by \$4.2 million as these remained the obligation of Aramark under the Tax Matters Agreement.

A reconciliation of the beginning and ending amount of gross unrecognized tax benefits follows (in thousands):

	September 27, 2024	September 29, 2023	September 30, 2022
Balance, beginning of year	\$ 4,392	\$ 2,963	\$ 2,854
Additions based on tax positions taken in the current year	195	554	109
Additions for tax positions taken in prior years	—	875	—
Separation related adjustments	(4,175)	—	—
Balance, end of year	\$ 412	\$ 4,392	\$ 2,963

The Company has \$0.1 million, \$1.1 million and \$0.2 million accrued for interest and penalties as of September 27, 2024, September 29, 2023 and September 30, 2022, respectively, in the Consolidated and Combined Balance Sheets. Interest and penalties related to unrecognized tax benefits are recorded in "Provision for Income Taxes" on the Consolidated and Combined Statements of Income. It is reasonably possible that the amount of unrecognized benefits with respect to certain of our unrecognized tax positions will change within the next 12 months. At this time, the Company does not anticipate the amount of gross unrecognized tax positions to decrease within the next 12 months.

During the fiscal years ended September 27, 2024, September 29, 2023 and September 30, 2022, the Company paid cash for income taxes, net of refunds received, of \$19.1 million, \$0.2 million, and \$3.5 million, respectively.

NOTE 12. SHARE-BASED COMPENSATION:

On September 30, 2023, Aramark completed the previously announced spin-off of Vestis through a distribution of the Company's common stock to holders of record of Aramark's common stock as of the close of business on September 20, 2023, which resulted in previous Aramark equity awards being converted to Vestis equity awards. Additionally, the Company adopted the Vestis Corporation 2023 Long-Term Incentive Plan ("LTIP") effective as of September 30, 2023. The Compensation and Human Resources Committee of the Board of Directors approves grants under the LTIP. Under the LTIP, we are authorized to issue up to 15.0 million shares for future Vestis equity awards and issued approximately 1.7 million shares related to the conversion of Aramark equity awards outstanding as of September 30, 2023 into Vestis equity awards upon the Separation from Aramark.

Prior to the Separation, the Company had no share-based compensation plans. Certain employees of the Company historically participated in Aramark's Stock Incentive Plan ("Aramark Stock Plan") prior to the Separation. All awards granted under Aramark Stock Plan were approved by Aramark's Compensation Committee of the Board of Directors or another committee authorized by Aramark's Board of Directors. The following disclosure for the fiscal years ended September 29, 2023 and September 30, 2022 represents share-based compensation attributable to the Company based on the awards and terms previously granted to Company employees under Aramark's share-based payment plans and is representative of only those employees who are dedicated to the Company. Share-based compensation expense allocated to the Company for Aramark corporate employees who were not dedicated to the Company are included as a component of General Corporate Expenses. The allocation of share-based compensation expense for Aramark corporate employees was \$3.9 million and \$4.2 million, respectively in fiscal 2023 and 2022.

The following table summarizes the share-based compensation expense (reversal) and related information for Time-Based Options ("TBOs"), Time-Based Restricted Stock Units ("RSUs"), Performance Stock Units ("PSUs"), Deferred Stock Units ("DSUs") and Employee Stock Purchase Plan ("ESPP") classified as "Selling, general and administrative expenses" on the Consolidated and Combined Statements of Income (in thousands).

	Fiscal Year Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
TBOs ⁽¹⁾	\$ 3,960	\$ 1,125	\$ 1,064
RSUs ⁽²⁾	6,654	8,013	8,992
PSUs ⁽³⁾	4,264	866	451
DSUs ⁽⁴⁾	1,458	—	—
ESPP ⁽⁵⁾	—	597	2,609
	<u>\$ 16,336</u>	<u>\$ 10,601</u>	<u>\$ 13,116</u>
Income tax benefit related to share-based compensation	\$ 3,180	\$ 2,568	\$ 2,729

(1) Share-based compensation expense for TBOs increased during fiscal 2024 compared to fiscal 2023 due to an increase in annual grants issued in fiscal 2024 compared to fiscal 2023.

(2) Share-based compensation expense for RSUs decreased during fiscal 2024 compared to fiscal 2023 due to a decrease in annual grants in fiscal 2024 compared to prior years.

(3) Share-based compensation expense for PSUs increased during fiscal 2024 compared to fiscal 2023 due to an increase in annual grants issued in fiscal 2024 compared to fiscal 2023.

(4) Share-based compensation expense related to DSUs increased during fiscal 2024 compared to fiscal 2023 due to the issuance of new DSU grants in fiscal 2024. No DSUs were granted in fiscal 2023 or fiscal 2022.

(5) Share-based compensation expense related to the ESPP decreased during fiscal 2024 compared to fiscal 2023 as the Company does not have an ESPP.

No compensation expense was capitalized. The Company records forfeitures as they occur.

The below table summarizes the unrecognized compensation expense as of September 27, 2024 related to non-vested awards and the weighted-average period they are expected to be recognized:

	Unrecognized Compensation Expense (in thousands)	Weighted-Average Period (Years)
TBOs	\$ 7,290	2.1
RSUs	8,896	2.0
PSUs	7,472	2.0
Total	<u>\$ 23,658</u>	

Stock Options

Time-Based Options

The Company granted TBOs to the Company's executives and directors on October 2, 2023. Additionally, the Company's annual TBO grants for fiscal 2024 were awarded in December 2023. Aramark's annual TBO grants for fiscal 2023 were awarded in November 2022, while Aramark's annual TBO grants for fiscal 2022 were awarded in November 2021. The fiscal 2024 and 2022 TBO grants vest solely based upon continued employment over a three-year time period. The fiscal 2023 TBO grants vest solely based upon continued employment over a four-year time period. All TBOs remain exercisable for 10 years from the date of grant.

The fair value of the TBOs granted was estimated using the Black-Scholes option pricing model. For fiscal 2024 TBO grants, the expected volatility was derived from a peer group's historical volatility as Vestis did not have sufficient historical volatility based on the expected term of the underlying options. For fiscal 2023 and 2022 TBO grants, the expected volatility is based on the historic volatility of Aramark's stock price over the expected term of the stock options. For fiscal 2024 TBO grants, the expected dividend yield was 0.0% for the October 2, 2023 grants as the Company had not declared a dividend prior to the grant date, and was 0.8% for the December 6, 2023 grants based on the dividend announced by the Company on November 29, 2023. The expected life represents the period of time that options granted are expected to be outstanding and is calculated using the simplified method, as permitted under SEC rules and regulations, due to the method providing a reasonable estimate in comparison to actual experience. The simplified method uses the midpoint between an option's vesting date and contractual term. The risk-free rate is based on the United States Treasury security with terms equal to the expected life of the option as of the grant date. Compensation expense for TBOs is recognized on a straight-line basis over the vesting period during which employees perform related services. The unvested TBOs are subject to forfeiture if employment is terminated other than due to death, disability or retirement, and the TBOs are nontransferable while subject to forfeiture. Cash received from TBOs exercised for the fiscal year ended September 27, 2024 was \$0.1 million.

The table below presents the weighted average assumptions and related valuations for TBOs.

	Fiscal Year Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
Expected volatility	32.3% - 33.5%	42 %	41 %
Expected dividend yield	0.0% - 0.8%	1.00% - 1.19%	1.18% - 1.29%
Expected life (in years)	6.0 - 6.5	6.25	6.00
Risk-free interest rate	4.1% - 4.7%	3.65% - 4.21%	1.35% - 2.96%
Weighted-average grant-date fair value	\$ 6.5	\$ 16.9	\$ 13.4

A summary of TBO activity is presented below:

Options	Shares (000s)	Weighted-Average Exercise Price	Aggregate Intrinsic Value (\$000s)	Weighted-Average Remaining Term (Years)
Outstanding at October 2, 2023 ⁽¹⁾	523	\$ 18.59		
Granted	1,768	\$ 19.42		
Exercised	(10)	\$ 13.88		
Forfeited and expired	(353)	\$ 19.57		
Outstanding at September 27, 2024	1,928	\$ 19.20	\$ 44	8.4
Exercisable at September 27, 2024	273	\$ 18.24	\$ 44	4.8
Expected to vest at September 27, 2024	1,655	\$ 19.35	\$ —	9.0

(1) On October 2, 2023 our common stock began regular-way trading on the New York Stock Exchange (“NYSE”). The shares outstanding as of October 2, 2023 pertain to Aramark equity awards issued by Aramark in prior periods to employees of the Company that were converted to Vestis equity awards as part of the Separation.

	Fiscal Year Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
Total intrinsic value exercised (in thousands)	\$ 63	\$ 2,040	\$ 3,054
Total fair value that vested (in thousands)	774	1,106	1,681

Time-Based Restricted Stock Units

The Company granted RSUs to the Company's executives and directors on October 2, 2023. Additionally, the Company's annual RSU grants for fiscal 2024 were awarded in December 2023. Aramark's annual RSU grants for fiscal 2023 were awarded in November 2022, while Aramark's annual RSU grants for fiscal 2022 were awarded in November 2021. For RSU grants awarded during fiscal 2024 and fiscal 2022, the RSU agreement provides that 33% of each grant will vest and be settled in shares on each of the first three anniversaries of the date of grant, subject to the participant's continued employment through each such anniversary. For RSU grants awarded in fiscal 2023, the RSU agreement provides that 25% of each grant will vest and be settled in shares on each of the first four anniversaries of the grant date, subject to the participant's continued employment through each such anniversary. The grant-date fair value of RSUs granted in fiscal 2024 is based on the fair value of the Company's common stock. The grant-date fair value of RSUs granted in fiscal 2023 and 2022 is based on the fair value of Aramark's common stock. Participants holding RSUs will receive the benefit of any dividends paid on shares in the form of additional RSUs. The unvested RSUs are subject to forfeiture if employment is terminated other than due to death, disability or retirement, and the RSUs are nontransferable while subject to forfeiture.

Restricted Stock Units	Units (000s)	Weighted Average Grant- Date Fair Value
Outstanding at October 2, 2023 ⁽¹⁾	850	\$ 18.90
Granted	492	\$ 17.71
Vested	(369)	\$ 18.81
Forfeited	(135)	\$ 19.08
Outstanding at September 27, 2024	838	\$ 18.22

(1) On October 2, 2023 our common stock began regular-way trading on the New York Stock Exchange (“NYSE”). The shares outstanding as of October 2, 2023 pertain to Aramark equity awards issued by Aramark in prior periods to employees of the Company that were converted to Vestis equity awards as part of the Separation.

	Fiscal Year Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
Total fair value that vested (in thousands)	\$ 6,950	\$ 9,396	\$ 7,084

Performance Stock Units

Under the LTIP, Vestis is authorized to grant PSUs to its employees. A participant is eligible to become vested in a number of PSUs equal to a percentage, higher or lower, of the target number of PSUs granted based on the level of Vestis' achievement of the performance condition. During fiscal 2024, Vestis granted PSUs on October 2, 2023 subject to the level of achievement of adjusted EBITDA margin percentage and revenue growth (measured as compound annual growth rate) over three years with no additional market conditions. Additionally, on October 2, 2023 and December 6, 2023 Vestis granted PSUs subject to the level of achievement of cumulative adjusted EBITDA, cumulative adjusted free cash flow conversion rate and a total shareholder return modifier for the cumulative performance period of three years and the participant's continued employment with Vestis. Vestis is accounting for the October 2, 2023 grants that do not include a market condition as performance-based awards, with grant date fair value based on the fair value of Vestis' common stock. Vestis is accounting for the October 2, 2023 and December 6, 2023 grants that include a market condition as performance-based awards, with a market condition, valued utilizing the Monte Carlo Simulation pricing model, which calculates multiple potential outcomes for an award and establishes fair value based on the most likely outcome. The unvested PSUs are subject to forfeiture if employment is terminated other than due to death, disability or retirement, and the PSUs are nontransferable while subject to forfeiture.

Performance Stock Units	Units (000s)	Weighted Average Grant- Date Fair Value
Outstanding at October 2, 2023 ⁽¹⁾	177	\$ 21.87
Granted	663	\$ 17.86
Vested	—	\$ —
Forfeited	(142)	\$ 18.63
Outstanding at September 27, 2024	698	\$ 18.76

(1) On October 2, 2023 our common stock began regular-way trading on the New York Stock Exchange ("NYSE"). The shares outstanding as of October 2, 2023 pertain to Aramark equity awards issued by Aramark in prior periods to employees of the Company that were converted to Vestis equity awards as part of the Separation.

Deferred Stock Units

DSUs are issued only to non-employee members of the Board of Directors and represent the right to receive shares of the Company's common stock in the future. Each DSU will be converted to one share of the Company's common stock on the first day of the seventh month after which such director ceases to serve as a member of the Board of Directors. The grant-date fair value of DSUs is based on the fair value of the Company's common stock. On October 2, 2023 the Company granted 65,850 DSUs which vested immediately and 19,208 DSUs which vested January 31, 2024. In addition, directors may elect to defer their cash retainer payable in the next calendar year into a fixed income fund which will be paid in cash no less than three years after the cash retainer is deferred or payable upon the first day of the seventh month after which such director ceases to serve as a member of the Board of Directors.

NOTE 13. EARNINGS PER SHARE:

Basic earnings per share is computed using the weighted average number of common shares outstanding during the periods presented. Diluted earnings per share is computed using the weighted average number of common shares outstanding adjusted to include the potentially dilutive effect of stock awards.

On September 30, 2023, the Company separated from Aramark. As referenced in Note 1. "Nature of Business, Basis of Presentation and Summary of Significant Accounting Policies", the Separation resulted in the initial issuance of approximately 131.2 million shares of Vestis common stock. For purposes of computing basic and diluted earnings per common share for the fiscal years ended September 29, 2023 and September 30, 2022, the number of Vestis common shares issued upon completion of the Separation were used to reflect the outstanding shares.

The following table sets forth the computation of basic and diluted earnings per share attributable to the Company's stockholders (in thousands, except per share data):

	Fiscal Year Ended		
	September 27, 2024	September 29, 2023	September 30, 2022
Earnings:			
Net Income	\$ 20,970	\$ 213,158	\$ 141,679
Shares:			
Basic weighted-average shares outstanding	131,506	130,725	130,725
Effect of dilutive securities	281	—	—
Diluted weighted-average shares outstanding	131,787	130,725	130,725
Basic Earnings Per Share	\$ 0.16	\$ 1.63	\$ 1.08
Diluted Earnings Per Share	\$ 0.16	\$ 1.63	\$ 1.08
Antidilutive securities ⁽¹⁾	2,337	—	—

(1) Diluted earnings per share excludes certain shares issuable under share-based compensation plans because the effect would have been antidilutive.

NOTE 14. EQUITY:

Accumulated Other Comprehensive Loss

The changes in each component of accumulated other comprehensive loss, net of tax, for the fiscal years ended September 27, 2024, September 29, 2023 and September 30, 2022 were as follows (in thousands):

	Fiscal Year Ended September 29, 2024		
	Foreign Currency Translation	Pension-related	Total Accumulated Other Comprehensive Loss
Balance as of September 29, 2023	\$ (26,104)	\$ (5,069)	\$ (31,173)
Other comprehensive income (loss)	2,292	(30)	2,262
Balance as of September 27, 2024	\$ (23,812)	\$ (5,099)	\$ (28,911)

	Fiscal Year Ended September 29, 2023		
	Foreign Currency Translation	Pension-related	Total Accumulated Other Comprehensive Loss
Balance as of September 30, 2022	\$ (27,266)	\$ (4,414)	\$ (31,680)
Other comprehensive income (loss)	1,162	(655)	507
Balance as of September 29, 2023	\$ (26,104)	\$ (5,069)	\$ (31,173)

	Fiscal Year Ended September 30, 2022		
	Foreign Currency Translation	Pension-related	Total Accumulated Other Comprehensive Loss
Balance as of October 01, 2021	\$ (5,495)	\$ (6,111)	\$ (11,606)
Other comprehensive loss before reclassification	(21,771)	(1,311)	(23,082)
Amounts reclassified from accumulated other comprehensive loss	—	3,008	3,008
Net current period other comprehensive (loss) income	(21,771)	1,697	(20,074)
Balance as of September 30, 2022	<u>\$ (27,266)</u>	<u>\$ (4,414)</u>	<u>\$ (31,680)</u>

For the fiscal year ended September 30, 2022 \$3.0 million was reclassified from Accumulated other comprehensive loss” in the Combined Balance Sheet and into “Interest expense, net” within the Combined Statement of Income for the wind-up of one of the Company’s defined benefit pension plans.

Dividends

The Company declared and paid a quarterly cash dividend of \$0.035 per common share to its shareholders of record for the first, second, and third quarters of fiscal 2024 of \$4.6 million each quarter. On August 19, 2024, the Company announced that its Board of Directors declared a quarterly cash dividend of \$0.035 per common share payable on October 3, 2024 to shareholders of record at the close of business on September 13, 2024. The dividend payable of \$4.6 million was recorded within "Accrued expenses and other current liabilities" on the Consolidated Balance Sheet as of September 27, 2024. The amount and timing of any future dividend payment is subject to the approval of the Company's Board of Directors.

The Company’s Board of Directors declared a quarterly cash dividend of \$0.035 per common share payable on January 6, 2025 to shareholders of record at the close of business on December 13, 2024.

NOTE 15. RELATED PARTY TRANSACTIONS AND PARENT COMPANY INVESTMENT

Prior to Separation

Corporate Allocations

The Company’s Combined Financial Statements for the fiscal years ended September 29, 2023 and September 30, 2022 include general corporate expenses of Aramark, which were not historically allocated to the Company for certain support functions that are provided on a centralized basis by Aramark and are not recorded at the Company level, such as expenses related to finance, supply chain, human resources, information technology, share-based compensation, insurance and legal, among others (collectively, “General Corporate Expenses”). For purposes of these Combined Financial Statements, General Corporate Expenses have been allocated to the Company. General Corporate Expenses are included in the Combined Statements of Income in “Selling, general and administrative expenses” with the impact related to Aramark’s gasoline, diesel and natural gas derivative agreements included in “Cost of services provided”. These expenses have been allocated to the Company on the basis of direct usage where identifiable, with the remainder allocated on a pro rata basis of revenues, headcount or other drivers. Management believes the assumptions underlying the Combined Financial Statements, including the assumptions regarding allocating General Corporate Expenses from Aramark, are reasonable. Nevertheless, the Combined Financial Statements may not include all of the actual expenses that would have been incurred and may not reflect the Company’s combined results of operations, financial position and cash flows had it been a standalone public company during the periods presented. Actual costs that would have been incurred if the Company had been a standalone public company would depend on multiple factors, including organizational structure and strategic decisions made in various areas, including information technology and infrastructure.

During the years ended September 29, 2023 and September 30, 2022, General Corporate Expenses allocated to the Company were \$24.4 million and \$37.5 million, respectively.

Transactions with the Parent

In the ordinary course of business, the Company provided uniforms to certain food and support services contracts of Aramark in the United States and Canada, the terms of which were at fair market value. During the years ended September 29, 2023 and September 30, 2022, these related party revenues were \$54.6 million and \$47.6 million, respectively, with related costs of \$49.7 million and \$43.3 million, respectively. Amounts receivable from Aramark for such revenues as of September 29, 2023 were \$1.2 million.

Parent Company Investment

All significant intercompany transactions between the Company and Aramark have been included in the Combined Financial Statements for the fiscal years ended September 29, 2023 and September 30, 2022. The total net effect of these intercompany transactions is reflected in the Combined Statements of Cash Flows as a financing activity and in the Combined Balance Sheets as “Net parent investment.”

After Separation

On September 30, 2023, the Separation was completed through the Distribution of the Company’s common stock to Aramark shareholders who held shares of Aramark common stock as of the close of business on September 20, 2023, the record date for the Distribution, which resulted in the issuance of approximately 131.2 million shares of common stock. As a result of the Distribution, Aramark shareholders received one share of the Company’s common stock for every two shares of common stock, par value \$0.01, of Aramark. On October 2, 2023, the Company began trading as an independent, publicly traded company under the stock symbol “VSTS” on the NYSE.

In connection with the Separation, the Company entered into or adopted several agreements that provide a framework for the relationship between the Company and Aramark, including, but not limited to the following:

Separation and Distribution Agreement - governs the rights and obligations of the parties regarding the distribution following the completion of the separation, including the transfer of assets and assumption of liabilities, and establishes certain rights and obligations between the Company and Aramark following the distribution, including procedures with respect to claims subject to indemnification and related matters.

Transition Services Agreement - governs services between the Company and Aramark and their respective affiliates to provide each other on an interim, transitional basis, various services, including, but not limited to, administrative, information technology and cybersecurity support services and certain finance, treasury, tax and governmental function services. The services commenced on the distribution date and terminate no later than 24 months following the distribution date. As of September 27, 2024, the services under the Transition Services Agreement were completed.

Tax Matters Agreement - governs the parties’ respective rights, responsibilities and obligations with respect to tax liabilities and benefits, tax attributes, the preparation and filing of tax returns, the control of audits and other tax proceedings and other matters regarding taxes. In addition, the Company is restricted from taking certain actions that could prevent the distribution and certain related transactions from being tax-free for U.S. federal income tax purposes, including specific restrictions on its ability to pursue or enter into acquisition, merger, sale and redemption transactions with respect to the Company’s stock.

Employee Matters Agreement - governs the allocation of liabilities and responsibilities relating to employment matters, employee compensation and benefits plans and programs and other related matters.

For the fiscal year ended September 27, 2024, the Company paid \$10.7 million, respectively, to Aramark under the various agreements described above. As of September 27, 2024, current amounts due from and to Aramark were not material.

NOTE 16. ACCOUNTS RECEIVABLE SECURITIZATION FACILITY:

On August 2, 2024, Vestis Services, LLC (“Vestis Services”) and certain other subsidiaries (together with Vestis Services, the “Originators”) entered into a three-year \$250 million accounts receivable securitization facility (the “A/R Facility”). Under the A/R Facility, the Originators transfer accounts receivable and certain related assets (collectively, the “Receivables”) to VS Financing, LLC, a bankruptcy remote special purpose entity (“SPE”) formed as a wholly-owned subsidiary of Vestis Services, who in turn, may sell Receivables to one or more financial institutions party to the facility

(“Purchasers”). Transfers of the Receivables from the SPE to the Purchasers are accounted for as a sale of financial assets, and those accounts receivable are derecognized from the consolidated financial statements. Other than collection and administrative responsibilities, Originators have no continuing involvement in the transferred Receivables. The Receivables, once sold to the SPE, are no longer available to satisfy creditors of any Originator in the event of its bankruptcy. These sales are priced at the face value of the relevant accounts receivable less a fair market value discount. The A/R Facility is structured on a revolving basis under which cash collections from Receivables are used to fund additional purchases of Receivables. The future outstanding balance of Receivables that will be sold is expected to vary based on the level of originations and other factors. The Purchasers benefit from the SPE’s guarantee of repayment on Receivables transferred as well as its pledge of additional Receivables as collateral. The Company has agreed to guarantee the performance of the Originators’ respective obligations under the A/R Facility. Neither the Company (except for the SPE referenced above) nor the Originators guarantees the collectability of the Receivables under the A/R Facility. The Company controls and therefore consolidates the SPE in its consolidated financial statements. The A/R Facility is scheduled to terminate on August 2, 2027, unless terminated earlier pursuant to its terms.

As of September 27, 2024, the total value of accounts receivable sold from SPE to the Purchaser under the A/R Facility and derecognized from the Company's Consolidated Balance Sheet was \$229.0 million. Additionally, during the year ended September 27, 2024, the Company transferred accounts receivable of \$585.5 million to the SPE and the Company collected \$198.7 million of accounts receivable transferred to the SPE under the A/R Facility. The Company continuously transfers receivables to the SPE and the SPE transfers ownership and control of certain receivables that meet certain qualifying conditions which are sold to the Purchasers in exchange for cash. Unsold accounts receivable of \$157.8 million were pledged by the SPE as collateral to the Purchasers as of September 27, 2024.

The Company incurred fees for the A/R Facility of \$1.7 million for the year ended September 27, 2024, which were reflected within “Other (Income), net ” in the Consolidated Statement of Income. The fees are due to the Purchaser and relate to the monthly utilization of the A/R Facility. Additionally, the Company incurred approximately \$1.4 million of costs in connection with the A/R Facility which are recorded within “Other Assets” in the Consolidated Balance Sheet and are amortized straight-line to “Other (Income), net ” over the term of the related A/R Facility.

Cash activity related to the facility is reflected in “Net cash provided by operating activities” in the Consolidated Statement of Cash Flows.

NOTE 17. SUBSEQUENT EVENTS:

On October 4, 2024, the Company sold its equity stake in Aramark Uniform Services Japan Corporation for approximately \$36.8 million. The Company will use the net proceeds from the transaction towards debt repayment.

Item 9. *Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.*

None.

Item 9A. *Controls and Procedures.*

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as that term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) as of the end of the period covered by this report. Based on that evaluation, management, with the participation of our Chief Executive Officer and Chief Financial Officer, concluded that our disclosure controls and procedures, as of the end of the period covered by this report, are functioning effectively to provide reasonable assurance that the information required to be disclosed by us in reports filed under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms and is accumulated and communicated to our management, including our principal executive and principal financial officers, to allow timely decisions regarding required disclosures.

Management’s Report on Internal Control Over Financial Reporting

The Company’s management is responsible for establishing and maintaining adequate internal control over financial reporting. Management has evaluated the effectiveness of the internal controls over financial reporting, based on the framework and criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and concluded that they were effective as of September 27, 2024. All internal control systems have inherent limitations; as such, they may not prevent or detect all misstatements or fraud. Therefore, even those internal controls systems determined to be effective can provide only reasonable assurance with respect to financial statements preparation and reporting. Additionally, projections of any evaluation of effectiveness to future periods are subject to the risk that the current control structure may become inadequate for changes in conditions or the degree of compliance with the policies may deteriorate.

Attestation Report of the Registered Public Accounting Firm

The effectiveness of such controls has been audited by Deloitte & Touche LLP, our independent registered public accounting firm, as stated in their report included in Item 8, “Financial Statements and Supplementary Data” of this Annual Report on Form 10-K.

Changes in Internal Control Over Financial Reporting

No change in our internal control over financial reporting occurred during our fourth quarter of fiscal 2024 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. *Other Information.*

During the three months ended September 27, 2024, none of our directors or officers (as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934, as amended), adopted, terminated or modified a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K of the Securities Act of 1933, as amended).

Item 9C. *Disclosure Regarding Foreign Jurisdiction that Prevent Inspections.*

Not applicable.

PART III

Item 10. *Directors, Executive Officers and Corporate Governance.*

The information required under this item is incorporated by reference to the Company's definitive proxy statement pursuant to Regulation 14A under the captions "Proposal 1: Election of Directors," "Corporate Governance," and "Executive Officers", which will be filed with the Securities and Exchange Commission no later than 120 days after the close of the Company's fiscal year ended September 27, 2024.

Item 11. *Executive Compensation.*

The information required under this item is incorporated by reference to the Company's definitive proxy statement pursuant to Regulation 14A under the captions "Executive Compensation" and "2024 Director Compensation", which will be filed with the Securities and Exchange Commission no later than 120 days after the close of the Company's fiscal year ended September 27, 2024.

Item 12. *Security Ownership of Certain Beneficial Owner and Management and Related Stockholder Matters*

The information required under this item is incorporated by reference to the Company's definitive proxy statement pursuant to Regulation 14A under the captions "Beneficial Ownership of Our Common Stock" and "Equity Compensation Plan Information", which will be filed with the Securities and Exchange Commission no later than 120 days after the close of the Company's fiscal year ended September 27, 2024.

Item 13. *Certain Relationships and Related Transactions, and Director Independence.*

The information required under this item is incorporated by reference to the Company's definitive proxy statement pursuant to Regulation 14A, under the captions "Review of Related Party Transactions" and "Independence of Directors", which will be filed with the Securities and Exchange Commission no later than 120 days after the close of the Company's fiscal year ended September 27, 2024.

Item 14. *Principal Accounting Fees and Services.*

The information required under this item is incorporated by reference to the Company's definitive proxy statement pursuant to Regulation 14A under the caption "Proposal 4: Ratification of Appointment of Deloitte & Touche LLP as our Independent Registered Public Accounting Firm," which will be filed with the Securities and Exchange Commission no later than 120 days after the close of the Company's fiscal year ended September 27, 2024.

PART IV
Item 15. Exhibits, Financial Statement Schedules.

The following documents are filed as exhibits hereto:

Exhibit Number	Exhibit Description
2.1†	Separation and Distribution Agreement, dated as of September 29, 2023, by and between Aramark and Vestis Corporation (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed October 2, 2023; File No. 001-41783)
3.1	Amended and Restated Certificate of Incorporation of Vestis Corporation (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed October 2, 2023; File No. 001-41783)
3.2	Amended and Restated Bylaws of Vestis Corporation (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed October 2, 2023; File No. 001-41783)
10.1†	Transition Services Agreement, dated as of September 29, 2023, by and between Aramark and Vestis Corporation (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed October 2, 2023; File No. 001-41783)
10.2†	Tax Matters Agreement, dated as of September 29, 2023, by and between Aramark and Vestis Corporation (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed October 2, 2023; File No. 001-41783)
10.3	Employee Matters Agreement, dated as of September 29, 2023, by and between Aramark and Vestis Corporation (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed October 2, 2023; File No. 001-41783)
10.4+	Form of Indemnification Agreement by and between Vestis Corporation and individual directors or officers (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K filed October 2, 2023; File No. 001-41783)
10.5†	Credit Agreement, dated as of September 29, 2023, among Vestis Corporation, as U.S. Borrower, Canadian Linen and Uniform Service Corp., as Canadian Borrower, each Subsidiary of Vestis Corporation from time to time party thereto, the financial institutions from time to time party thereto, the issuing banks named therein, and JPMorgan Chase Bank, N.A., as administrative agent for the lenders and collateral agent for the secured parties thereunder (incorporated by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K filed October 2, 2023; File No. 001-41783)
10.6+	Vestis Corporation 2023 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.6 to the Company's Current Report on Form 8-K filed October 2, 2023; File No. 001-41783)
10.7+	Form of Deferred Stock Unit Award Agreement Pursuant to the Vestis Corporation 2023 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.7 to the Company's Current Report on Form 8-K filed October 2, 2023; File No. 001-41783)
10.8+*	Form of Restricted Stock Unit Award Agreement Pursuant to the Vestis Corporation 2023 Long-Term Incentive Plan
10.9+*	Form of Stock Option Award Agreement Pursuant to the Vestis Corporation 2023 Long-Term Incentive Plan
10.10+*	Form of Performance Stock Unit Award Agreement Pursuant to the Vestis Corporation 2023 Long-Term Incentive Plan
10.11+*	Third Amended and Restated Stock Incentive Plan of Aramark (which governs certain pre-Separation awards per the terms of the Employee Matters Agreement)
10.12+*	Form of Aramark Stock Option Award Agreement (which governs certain pre-Separation awards per the terms of the Employee Matters Agreement)
10.13+*	Form of Aramark Restricted Stock Award Agreement (which governs certain pre-Separation awards per the terms of the Employee Matters Agreement)
10.14+*	Form of Aramark Performance Stock Unit Award Agreement (which governs certain pre-Separation awards per the terms of the Employee Matters Agreement)

10.15+	Offer Letter, dated as of December 31, 2021, by and between Aramark and Timothy Donovan (incorporated by reference to Exhibit 10.15 to the Company's Annual Report on Form 10-K filed on December 21, 2023; File No. 001-41783)
10.16+	Agreement Relating to Employment and Post-Employment Competition, dated as of December 31, 2021, by and between Aramark and Timothy Donovan (incorporated by reference to Exhibit 10.11 to the Company's Registration Statement on Form 10 filed on September 6, 2023; File No. 001-41783)
10.17+*	Summary of modification to Timothy R. Donovan Offer Letter, Agreement Relating to Employment and Post-Employment Competition and Outstanding Equity Awards with "Retirement with Notice" Provisions dated September 24, 2024
10.18+	Offer Letter, dated as of July 28, 2023, by and between Aramark and Christopher R. Synek (incorporated by reference to Exhibit 10.16 to the Company's Registration Statement on Form 10 filed on September 6, 2023; File No. 001-41783)
10.19+	Agreement Relating to Employment and Post-Employment Competition, dated as of August 30, 2023, by and between Aramark Services, Inc. and Christopher R. Synek (incorporated by reference to Exhibit 10.17 to the Company's Registration Statement on Form 10 filed on September 6, 2023; File No. 001-41783)
10.20+	Form of Director Letter (incorporated by reference to Exhibit 10.15 to the Company's Registration Statement on Form 10 filed on September 6, 2023; File No. 001-41783)
10.21+	Vestis Corporation Management Incentive Bonus Plan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on December 1, 2023; File No. 001-41783)
10.22+	Vestis Corporation Deferred Compensation Plan (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on December 1, 2023; File No. 001-41783)
10.23+*	Separation Agreement and General Release, dated as of February 5, 2024, by and between Vestis Services, LLC and Christopher R. Synek
10.24+*	Form of Director Restricted Stock Unit Award Agreement Pursuant to the Vestis Corporation 2023 Long-Term Incentive Plan
10.25	Amendment No. 1, dated as of February 22, 2024, among Vestis Corporation, as U.S. Borrower, Canadian Linen and Uniform Service Corp., as Canadian Borrower, each Subsidiary of Vestis Corporation party thereto, the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on February 22, 2024; File No. 001-41783)
10.26+	Amended and Restated Employment Agreement, dated as of April 2, 2024, by and between Vestis Corporation and Kim T. Scott (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on April 5, 2024; File No. 001-41783)
10.27+	Amended and Restated Employment Agreement, dated as of April 2, 2024, by and between Vestis Corporation and Rick T. Dillon (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on April 5, 2024; File No. 001-41783)
10.28+	Amended and Restated Employment Agreement, dated as of April 2, 2024, by and between Vestis Corporation and Angela J. Kervin (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on April 5, 2024; File No. 001-41783)
10.29+	Amended and Restated Employment Agreement, dated as of April 2, 2024, by and between Vestis Corporation and Grant Shih (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K filed on April 5, 2024; File No. 001-41783)
10.30	Letter Agreement, dated June 18, 2024, by and among the Company and Keith A. Meister and Corvex Management LP (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 20, 2024; File No. 001-41783)
10.31+	Employment Agreement, dated as of June 19, 2024, by and between Vestis Corporation and William Seward (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on July 23, 2024; File No. 001-41783)
10.32	Receivables Purchase Agreement, dated as of August 2, 2024, by and among VS Financing, LLC, as the seller, Vestis Services, LLC, as servicer, the persons from time to time party thereto as purchasers, PNC Bank, National Association, as administrative agent, and PNC Capital Markets LLC, as structuring agent (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on August 7, 2024; File No. 001-41783)

10.33	Sale and Contribution Agreement, dated as of August 2, 2024, by and among Vestis Services, LLC, as servicer and originator, certain other Originators, and VS Financing, LLC, as buyer (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on August 7, 2024; File No. 001-41783)
10.34+*	2025 Form of Performance Stock Unit Award Agreement Pursuant to the Vestis Corporation 2023 Long-Term Incentive Plan
19.1*	Vestis Corporation Securities Trading Policy
21.1*	List of subsidiaries of Vestis Corporation
23.1*	Consent of Independent Registered Public Accounting Firm-Deloitte & Touche LLP
31.1*	Certification of Kim Scott, Chief Executive Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification of Rick Dillon, Chief Financial Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1*	Certification of Kim Scott, Chief Executive Officer, and Rick Dillon, Chief Financial Officer, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101	The following financial information from Vestis' Annual Report on Form 10-K for the period ended September 27, 2024 formatted in inline XBRL: (i) Consolidated and Combined Balance Sheets as of September 27, 2024 and September 29, 2023; (ii) Consolidated and Combined Statements of Income for the fiscal years ended September 27, 2024, September 29, 2023 and September 30, 2022; (iii) Consolidated and Combined Statements of Comprehensive Income for the fiscal years ended September 27, 2024, September 29, 2023 and September 30, 2022; (iv) Consolidated and Combined Statements of Cash Flows for the fiscal years ended September 27, 2024, September 29, 2023 and September 30, 2022; (v) Consolidated and Combined Statements of Changes in Equity for the fiscal years ended September 27, 2024, September 29, 2023 and September 30, 2022; and (vi) Notes to consolidated and combined financial statements
104	Inline XBRL for the cover page of this Annual Report on Form 10-K; included in Exhibit 101 Inline XBRL document set

† Certain schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon its request.

+ Represents a management contract or compensatory arrangement.

* Filed herewith.

Item 16. Form 10-K Summary.

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this annual report to be signed on its behalf by the undersigned, thereunto duly authorized on November 22, 2024.

Vestis Corporation

By:	/s/ RICK DILLON
Name:	Rick Dillon
Title:	Executive Vice President and Chief Financial Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this annual report has been signed below by the following persons on behalf of the registrant and in the capacities indicated on November 22, 2024.

Name	Capacity
/s/ KIM SCOTT	Chief Executive Officer and Director
Kim Scott	(Principal Executive Officer)
/s/ RICK DILLON	Executive Vice President and Chief Financial Officer
Rick Dillon	(Principal Financial Officer)
/s/ BRYAN JOHNSON	Chief Accounting Officer
Bryan Johnson	(Principal Accounting Officer)
/s/ PHILLIP HOLLOMAN	Director, Chairman
Phillip Holloman	
/s/ DOUG PERTZ	Director, Vice Chairman
Doug Pertz	
/s/ RICHARD BURKE	Director
Richard Burke	
/s/ WILLIAM W. GOETZ	Director
William W. Goetz	
/s/ TRACY JOKINEN	Director
Tracy Jokinen	
/s/ LYNN B. MCKEE	Director
Lynn B. McKee	
/s/ KEITH MEISTER	Director
Keith Meister	
/s/ MARY ANNE WHITNEY	Director
Mary Anne Whitney	
/s/ ENA WILLIAMS	Director
Ena Williams	

VESTIS CORPORATION
FORM OF RESTRICTED STOCK UNIT AWARD AGREEMENT
(TIME VESTING)

Effective as of the Grant Date (where the “*Grant Date*” shall be specified on the attached Grant Notice), the Participant has been granted a Full Value Award under the Vestis Corporation 2023 Long Term Stock Incentive Plan (the “*Plan*”) in the form of time-based restricted stock units (“*RSUs*”) with respect to the number of shares of Common Stock (as set forth on the attached Grant Notice, which shall be referred to as the “*Award*”). The Award is subject to the following terms and conditions (which shall be referred to as the “*Award Agreement*”) and the terms and conditions of the Plan as the same has been and may be amended from time to time. Terms used in this Award Agreement are defined elsewhere in this Award Agreement; provided, however, that, capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Plan.

1. Vesting and Forfeiture of RSUs. All RSUs shall be unvested unless and until they become vested and nonforfeitable on the applicable Vesting Date as set forth in this Section 1. Subject to the terms and conditions of this Award Agreement and the Plan, the RSUs will become vested and non-forfeitable on each of the first, second and third anniversaries of the Grant Date (each a “*Vesting Date*”) provided that the Participant’s Termination Date has not occurred as of the applicable Vesting Date. All RSUs that are not vested upon the Participant’s Termination Date shall immediately expire and shall be forfeited for no consideration and the Participant shall have no further rights thereto. Notwithstanding the foregoing:
 - (a) if the Participant’s Termination Date occurs prior to a Vesting Date as the result of the Participant’s Disability or death, the installment of RSUs scheduled to vest on the next Vesting Date immediately following the Termination Date shall immediately vest and become vested RSUs, the remaining RSUs which are not then vested shall be forfeited for no consideration and the Termination Date shall be the “*Vesting Date*” of the RSUs that vest as of the Termination Date pursuant to this paragraph (a);
 - (b) if the Participant’s Termination Date occurs prior to a Vesting Date as a result of the Participant’s Retirement (defined herein as the Participant’s Termination Date that occurs on or after achieving both age sixty (60) and five (5) years of continuous service with the Company and its Affiliates and where such termination does not occur for any other reason) on or after the first anniversary of the Grant Date any then outstanding unvested RSUs shall remain outstanding and shall continue to vest and become vested and non-forfeitable on the scheduled Vesting Date(s) that would have applied had the Termination Date not occurred; and
 - (c) in the event of a Change of Control, the terms of Section 9 of the Plan shall control.
2. Settlement of Award. Subject to the terms and conditions of this Award, RSUs that have become vested in accordance with Section 1 shall be paid and settled as of the applicable

Vesting Date (and no more than thirty (30) days thereafter). The date on which payment and settlement occurs is referred to as the “**Settlement Date.**” Settlement of vested RSUs on a Settlement Date shall be made in the form of shares of Common Stock with one share of Common Stock being issued in settlement of each vested RSUs, rounded up to the nearest whole share being settled as of such Settlement Date. Upon the settlement of any vested RSUs, the RSUs shall be cancelled. Notwithstanding the foregoing, in the event the Committee permits the Participant to elect to defer settlement of the Award, settlement shall occur in accordance with the terms of the nonqualified deferred compensation plan pursuant to which the deferral is made and, in all events, in accordance with section 409A of the Code.

3. Dividend Units. If on any date while RSUs are outstanding hereunder, the Company pays any dividend on shares of Common Stock (other than a dividend payable in shares of Common Stock), the number of RSUs granted to the Participant shall, as of such dividend payment date, be increased by a number of RSUs equal to: (a) the product of (i) the number of RSUs held by the Participant as of the related dividend record date, multiplied by (ii) a dollar amount equal to the per share amount of any cash dividend, divided by (b) the Fair Market Value of a share of Common Stock on the payment date of such dividend. In the case of any dividend declared on shares of Common Stock that is payable in the form of shares of Common Stock, the number of RSUs granted to the Participant shall be increased by a number equal to the product of (A) the aggregate number of RSUs that have been held by the Participant through the related dividend record date, multiplied by (B) the number of shares of Common Stock (rounded up to the nearest whole share) payable as a dividend on a share of Common Stock. Additional RSUs granted pursuant to this Section 3 shall be subject to the vesting provisions and other terms and conditions as the RSUs to which they relate and shares of Common Stock shall be transferred with respect to all additional RSUs granted pursuant to this Section 3 at the same time as such whole shares of Common Stock (rounded up to the nearest whole share) are transferred with respect to the RSUs to which such additional RSUs were attributable.
4. Adjustment of Award. The number of RSUs awarded pursuant to this Award may be adjusted by the Committee in accordance with the Plan to reflect certain corporate transactions which affect the number, type or value of the RSUs.
5. Restriction on Transfer. The RSUs may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way by the Participant, except (a) if permitted by the Board or the Committee, (b) by will or the laws of descent and distribution or (c) pursuant to beneficiary designation procedures approved by the Company, in each case in compliance with applicable laws. The RSUs shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the RSUs contrary to the provisions of this Award or the Plan shall be null and void and without effect.
6. Data Protection. By accepting this Award, the Participant consents to the processing (including international transfer) of personal data as set out in Exhibit A attached hereto for the purposes specified therein and to any additional or different processes required by applicable law, rule or regulation.

7. Participant's Employment or Service. Nothing in this Award shall confer upon the Participant any right to continue in the employ or service of the Company or any of its Affiliates or interfere in any way with the right of the Company and its Affiliates, in their sole discretion, to terminate the Participant's employment or to increase or decrease the Participant's compensation at any time.
8. No Acquired Rights. The opportunity given to the Participant to participate in the Plan and the grant of this Award is entirely at the discretion of the Committee or the Board and does not obligate the Company or any of its Affiliates to offer such participation in the future (whether on the same or different terms). The Participant's participation in the Plan and the receipt of this Award is outside the terms of the Participant's regular contract of employment and is therefore not to be considered part of any normal or expected compensation and that the termination of the Participant's employment under any circumstances whatsoever will give the Participant no claim or right of action against the Company or its Affiliates in respect of any loss of rights under this Award or the Plan that may arise as a result of any such termination of employment.
9. Amendments. The Board may, at any time, amend or terminate the Plan, and the Board or the Committee may amend this Award Agreement, provided that, except as provided in the Plan, no amendment or termination may, in the absence of written consent to the change by the Participant (or, if the Participant is not then living, the affected beneficiary), adversely affect the rights of the Participant or beneficiary under this Award Agreement prior to the date such amendment or termination is adopted by the Board or the Committee, as the case may be.
10. No Rights of a Stockholder. The Participant shall not have any rights as a stockholder of the Company until the shares of Common Stock in question have been registered in the Company's register of stockholders.
11. Unfunded Obligation. The Award shall not be funded, no trust, escrow or other provisions shall be established to secure payments and distributions due hereunder and this Award shall be regarded as unfunded for purposes of the Employee Retirement Income Security Act of 1974, as amended, and the Code. The Participant shall be treated as a general, unsecured creditor of the Company with respect to amounts payable hereunder, and shall have no rights to any specific assets of the Company.
12. Withholding.
 - (a) The Participant will pay, or make provisions satisfactory to the Company for payment of any federal, state, local and other applicable taxes required to be withheld in connection with the Award and any issuance or transfer of shares of Common Stock under this Award and to take such action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes. If Participant has not made payment for applicable taxes, such taxes shall be paid by withholding shares of Common Stock from the issuance or transfer of shares of Common Stock due under this Award, rounded down to the nearest whole share of Common Stock, with the balance to be paid in cash or withheld from compensation

or other amount owing to the Participant from the Company or any Affiliate, and the Company and any such Affiliate is hereby authorized to withhold such amounts from any such issuance, transfer, compensation or other amount owing to the Participant.

- (b) If the Participant's employment with the Company terminates prior to the issuance or transfer of any remaining shares of Common Stock due to be issued or transferred to the Participant under this Award, the payment of any applicable withholding taxes with respect to any such issuance or transfer shall be made through the withholding of shares of Common Stock from such issuance or transfer, rounded down to the nearest whole shares of Common Stock, with the balance to be paid in cash or withheld from compensation or other amount owing to the Participant from the Company or any Affiliate, as provided in Section 12(a) above.
 - (c) Subject to the foregoing provisions of this Section 12, the Committee shall, in its sole discretion, permit a Participant to satisfy, in whole or in part, the applicable tax withholding by (i) the deduction from any amount payable to the Participant in cash or the delivery of shares of Common Stock owned by the Participant having a Fair Market Value equal to such withholding liability or (ii) having the Company withhold from the number of shares of Common Stock otherwise issuable or deliverable pursuant to the exercise or settlement of the Award, including, without limitation and for the avoidance of doubt, shares redeemed as part of a Net Exercise settlement, a number of shares with a Fair Market Value equal to such withholding liability (at a rate as determined by the Committee that will not have adverse accounting consequences and is permitted under applicable IRS withholding rules); provided, however, that in such event, the Committee may exercise its discretion to limit or prohibit the use of shares of Common Stock for such withholding liability if the Committee determines in good faith that to allow for the use of such shares with respect to withholding liability would result in a material negative impact on the Company's and its Affiliates' near-term liquidity needs.
13. Section 409A of the Code. It is intended that any amounts payable under this Award Agreement shall either be exempt from or comply with section 409A of the Code. The provisions of this Award shall be construed and interpreted in accordance with section 409A of the Code. Notwithstanding any other provision of this Award Agreement to the contrary, if any payment or benefit hereunder is subject to section 409A of the Code, and if such payment or benefit is to be paid or provided on account of the Participant's termination of employment or service (or other separation from service):
- (a) and if the Participant is a specified employee (within the meaning of section 409A(a)(2)(B) of the Code) and if any such payment or benefit is required to be made or provided prior to the first day of the seventh month following the Participant's separation from service or termination of employment, such payment or benefit shall be delayed until the first day of the seventh month following the Participant's termination of employment or separation from service; and

- (b) the determination as to whether the Participant has had a termination of employment (or other separation from service) shall be made in accordance with the provisions of section 409A of the Code and the guidance issued thereunder without application of any alternative levels of reductions of bona fide services permitted thereunder.
- 14. Notices. All notices, claims, certifications, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if personally delivered or if sent by nationally-recognized overnight courier, by telecopy, email or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to the Company, to it at:

Vestis Corporation
1035 Alpharetta Street, Suite 2100
Roswell, GA 30075
Attention: General Counsel

If to the Participant, to him or her at the address set forth on the signature page hereto; or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such notice or other communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery (or if such date is not a business day, on the next business day after the date of delivery), (b) in the case of nationally-recognized overnight courier, on the next business day after the date sent, (c) in the case of telecopy transmission, when received (or if not sent on a business day, on the next business day after the date sent), and (d) in the case of mailing, on the third (3rd) business day following that on which the piece of mail containing such communication is posted.

- 15. Waiver of Breach. The waiver by either party of a breach of any provision of this Award must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.
- 16. Governing Law. THIS AWARD WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF DELAWARE WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AWARD, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

17. Modification of Rights; Entire Agreement. The Participant's rights under this Award and the Plan may be modified only to the extent expressly provided under this Award or the Plan. This Award and the Plan (and the other writings referred to herein) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto. For the avoidance of doubt, this Award, the Certificate of Grant and the Plan do not supersede any Service Agreement between the Participant and the Company or any of its Affiliates or any other agreement between the Participant and the Company or any of its Affiliates subjecting the Participant to confidentiality, non-solicitation, non-competition and/or other restrictive covenants in favor of the Company or its Affiliates (a "***Restrictive Covenant Agreement***").
18. Clawback upon Breach of Restrictive Covenants. In the event the Participant breaches the Participant's Restrictive Covenant Agreement at any time during the Participant's employment with the Company or within the post-termination restricted period applicable under the Restrictive Covenants Agreement, then without limiting any other remedies available to the Company (including, without limitation, remedies involving injunctive relief), the Participant shall immediately forfeit any remaining unvested portion of the Award and the Participant shall be required to return to the Company all shares of Common Stock previously issued in respect of the Award to the extent the Participant continues to own such shares of Common Stock or, if the Participant no longer owns such shares of Common Stock, the Participant shall be required to repay to the Company the pre-tax cash value of such shares of Common Stock calculated based on the Fair Market Value of such shares of Common Stock on the date such shares of Common Stock were issued to the Participant in respect of the Award.
19. Acknowledgements. The Participant acknowledges that the RSUs described in this Award are subject to the Company's Incentive Compensation Recoupment Policy.
20. Severability. It is the desire and intent of the parties hereto that the provisions of this Award be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Award shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction.
21. Administration. The authority to administer and interpret this Award shall be vested in the Committee, and the Committee shall have all powers with respect to this Award as it has with respect to the Plan. Any interpretation of this Award by the Committee and any decision made by it with respect to this Award is final and binding on all persons.

Exhibit A

DATA PROTECTION NOTICE

- (a) By participating in the Plan or accepting any rights granted under it, the Participant understands that the Company and its Affiliates and/or agents collect, use, store and process personal data relating to the Participant to fulfill their obligations and exercise their rights under the Plan, issue certificates (if any), statements and communications relating to the Plan and generally administer and manage the Plan, including keeping records of participation levels from time to time. Any such processing will take place as described in this data protection notice (*"Data Protection Notice"*).

These data will include data:

- (i) already held in the Participant's records such as the Participant's name and address, ID number, payroll number, length of service and whether the Participant works full-time or part time;
 - (ii) collected upon the Participant accepting the rights granted under the Plan (if applicable); and
 - (iii) subsequently collected by the Company or any of its Affiliates and/or agents in relation to the Participant's continued participation in the Plan, for example, data about shares offered or received, purchased or sold under the Plan from time to time and other appropriate financial and other data about the Participant and his or her participation in the Plan (e.g., the date on which the shares were granted, termination of employment and the reasons of termination of employment or retirement of the Participant).
- (b) Personal data about the Participant as described in paragraph (a) above may be transferred not only within the country in which the Participant is based from time to time or within the European Economic Area (*"EEA"*), but also worldwide, to other Affiliates and/or agents and to the following third parties for the purposes described in paragraph (a) above:
- (i) Plan administrators, transfer agents, auditors, brokers, agents and contractors of, and third-party service providers to, the Company or its Affiliates such as printers and mail houses engaged to print or distribute notices or communications about the Plan;
 - (ii) regulators, tax authorities, stock or security exchanges and other supervisory, regulatory, governmental or public bodies as required by law;
 - (iii) actual or proposed merger or acquisition partners or proposed assignees of, or those taking or proposing to take security over, the business or assets or stock of the Company or its Affiliates and their agents and contractors;
 - (iv) other third parties to whom the Company or its Affiliates and/or agents may need to communicate/transfer the data in connection with the administration of the Plan, under a duty of confidentiality to the Company and its Affiliates; and
-

- (v) the Participant's family members, heirs, legatees and others associated with the Participant in connection with the Plan.

Not all countries, where the personal data may be processed or transferred to, have an equal level of data protection as in Canada, the EU or EEA. Countries to which data are transferred include the United States and Bermuda. The Company, as the responsible data controller of any data processing for the purposes of the Plan, is located in the United States. For any transfers outside the country of origin of the personal data or with a third party, the Company will ensure that appropriate measures are in place to ensure an adequate level of protection for your personal data, including technical or contractual measures where necessary.

For European personal data, onward transfers of personal data within the United States and to Bermuda are generally undertaken with adequate safeguards in place to protect personal data, such as Standard Contractual Clauses issued by the European Commission, which are, where necessary, supplemented with additional measures to provide adequate protection of personal data.

All national and international transfer of personal data is only done in order to fulfill the obligations and rights of the Company and/or its Affiliates under the Plan.

The Participant may access, modify, correct or delete personal data about the Participant, restrict or object to the processing of personal data, or opt to receive personal data in a structured, commonly used, machine readable form which provides the ability to move, copy or transfer personal data to another controller by contacting the local data protection officer in the country in which the Participant is based. Please note, however, that certain personal information about the Participant may be exempt from afore mentioned rights pursuant to applicable data protection laws. In addition, the Participant has the right to lodge a complaint with a competent data protection supervisory authority, in particular in the EU Member State where the Participant resides, works or the place of the alleged infringement. If the Participant has a complaint regarding the manner in which personal information relating to the Participant is dealt with, the Participant should contact the appropriate local data protection officer referred to above.

- (c) The processing (including transfer) of data described above is essential for the administration and operation of the Plan. Therefore, it is essential that his/her personal data is processed in the manner described above.
- (d) The Company will only retain personal data for as long as is required to satisfy the purposes as described in paragraph (a) above, except where otherwise provided or required by law (e.g., in connection with pending litigation).

GRANT NOTICE

VESTIS RSU AWARD KEY TERMS & CONDITIONS

Participant Data

Participant Data Elements	Participant Information
Participant Name	[]
Participant Employee ID Number	[]
Grant ID Number	[]

Vestis RSU Award Key Terms & Conditions

Grant Elements	Key Terms & Conditions
Grant Date	[]
Vestis LTI Award Type	Restricted Stock Units (RSUs)
Restricted Stock Units Granted	[] RSUs
Vesting Date	[]
Signature Acceptance	[]

VESTIS CORPORATION

FORM OF NONQUALIFIED STOCK OPTION AWARD AGREEMENT

Effective as of the Grant Date (where the “*Grant Date*” shall be specified on the attached Grant Notice), the Participant has been granted a Nonqualified Stock Option (the “*Option*”) under the Vestis Corporation 2023 Long Term Incentive Plan (the “*Plan*”) with respect to the number of shares of Common Stock and Exercise Price (as set forth on the attached Grant Notice, which shall be referred to as the “*Award*”). The Award is subject to the following terms and conditions (which shall be referred to as this “*Award Agreement*”) and the terms and conditions of the Plan as the same has been and may be amended from time to time. Terms used in this Award Agreement are defined elsewhere in this Award Agreement; provided, however, that, capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Plan.

1. Vesting and Forfeiture of Option and Option Shares. The Option and all Option Shares shall be unvested and unexercisable unless and until they become vested and exercisable on the applicable Vesting Date as set forth in this Section 1. Subject to the terms and conditions of this Award Agreement and the Plan, the Option Shares will become vested and ~~exercisable~~ nonforfeitable on the Vesting Date (where such Vesting Date(s) shall be defined on the attached Grant Notice) provided that the Participant’s Termination Date has not occurred as of the applicable Vesting Date. The Option and all Option Shares that are not vested upon the Participant’s Termination Date shall immediately expire and shall be forfeited for no consideration and the Participant shall have no further rights thereto. Notwithstanding the foregoing:

- (a) if the Participant’s Termination Date occurs prior to a Vesting Date as the result of the Participant’s Disability or death, the installment of Option Shares scheduled to vest on the next Vesting Date immediately following the Termination Date shall immediately vest and become vested Option Shares, the remaining portion of the Option and Option Shares which are not then vested shall be forfeited for no consideration and the Termination Date shall be the “*Vesting Date*” of the Option Shares that vest as of the Termination Date pursuant to this paragraph (a);
- (b) if the Participant’s Termination Date occurs prior to a Vesting Date as a result of the Participant’s Retirement (defined herein as the Participant’s Termination Date that occurs on or after achieving both age sixty (60) and five (5) years of continuous service with the Company and its Affiliates and where such termination does not occur for any other reason) on or after the first anniversary of the Grant Date, any portion of the Option that is outstanding as of the Termination Date will remain outstanding and shall continue to vest and become exercisable on the normal Vesting Date that would have applied had the Termination Date not occurred; and
- (c) in the event of a Change of Control, the terms of Section 9 of the Plan shall control.

2. Exercise.

- (a) Subject to this Award Agreement and the Plan, on and after a Vesting Date, the Option may be exercised in whole or in part with respect to the number of Option

Shares which are vested and exercisable pursuant to Section 1 above by filing a written notice with the Committee in accordance with rules and procedures established by the Committee; provided, however, that in no event will the Option (or any portion thereof) be exercisable after the Expiration Date (as defined below) of the Option. Any such notice shall specify the number of Option Shares which the Participant elects to purchase and shall be accompanied by payment of the Exercise Price for such Option Shares indicated by the Participant's election (except as otherwise provided by the Committee in connection with a broker-assisted cashless exercise program). For purposes of this Award Agreement, the term "Expiration Date" means the earliest of the following dates:

- (i) the tenth anniversary of the Grant Date;
 - (ii) if the Termination Date occurs on account of termination by the Company or its Affiliates for Cause, the Termination Date;
 - (iii) if the Termination Date occurs pursuant to paragraph 1(a), the third anniversary of the Termination Date;
 - (iv) if the Termination Date occurs pursuant to paragraph 1(b), the third anniversary of the Termination Date with respect to Option Shares that are vested on the Termination Date and, with respect to Option Shares that become vested after the Termination Date, the third anniversary of the applicable Vesting Date; and
 - (v) if the Termination Date occurs for any reason other than as set forth in subparagraphs (ii)-(iv) above, the ninety (90) day anniversary of the Termination Date.
- (b) The Participant may only exercise the Option with respect to Option Shares to the extent the Option is vested and exercisable with respect to such Option Shares. In no event shall any portion of the Option be exercisable after the Expiration Date. Notwithstanding any other provision of this Award Agreement (other than the provisions of Section 1(b) or (c), no portion of the Option shall become vested and exercisable after the Participant's Termination Date except to the extent that it is vested and exercisable as of the Participant's Termination Date.
- (c) Notwithstanding any other provision of this Agreement, to the extent the Option is vested and unexercised as of the last trading date prior to the Expiration Date of the Option (the "Auto-Exercise Date") and if as of the Auto-Exercise Date the Fair Market Value of a share of Common Stock exceeds the per share Exercise Price of the Option by at least \$.01 (such expiring portion of the Option that is so in-the-money, an "Auto-Exercise Eligible Option"), the Participant will be deemed to have automatically exercised such Auto-Exercise Eligible Option (to the extent it has not previously been exercised, forfeited or terminated) as of the close of trading on the Auto-Exercise Date. In the event of an automatic exercise pursuant to this Section 2(c), the Company will reduce the number of Shares issued to the Participant upon

such automatic exercise in an amount necessary to satisfy (i) the total Exercise Price obligation for the Auto-Exercise Eligible Option, and (2) the minimum amount of tax required to be withheld, if any, arising upon the automatic exercise of the Auto-Exercise Eligible Option in accordance with the procedures of Section 11, in each case based on the Fair Market Value of the Shares as of the close of trading on the Auto-Exercise Date.

3. Payment of Exercise Price. The Exercise Price shall be payable (a) in cash or its equivalent, (b) by tendering, by actual delivery or by attestation, shares of Common Stock valued at Fair Market Value as of the day of exercise (including by net exercise so that the Company withholds a number of shares of Common Stock that is being exercised) and remit to the Company a sufficient portion of the sale proceeds to pay the entire Exercise Price and any federal, state, and local and/or foreign tax (including any social insurance tax or contribution obligations) withholding resulting from such exercise, (c) by a combination of (a) and (b), and (d) if and to the extent provided by the Committee upon exercise of its reasonable discretion by irrevocably authorizing a third party to sell shares of Common Stock (or a sufficient portion of the shares of Common Stock acquired upon exercise of the Option) and remit to the Company a sufficient portion of the sale proceeds to pay the entire Exercise Price and any federal, state, and local and/or foreign tax (including any social insurance tax or contribution obligations) withholding resulting from such exercise. Shares of Common Stock may not be used to pay any portion of the Exercise Price unless the holder thereof has good title, free and clear of all liens and encumbrances (other than liens and encumbrances imposed under applicable securities laws). Payment of the Exercise Price in the case of an exercise of an Auto-Exercise Eligible Option in accordance with Section 2(c) shall be paid in accordance with Section 2(c).

4. Adjustment of Award. The Option and the number of Option Shares subject thereto, may be adjusted by the Committee in accordance with the Plan to reflect certain corporate transactions which affect the number, type or value of the Option or the Option Shares.

5. Restriction on Transfer. The Option and the Option Shares (prior to exercise) may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way by the Participant, except (a) if permitted by the Board or the Committee, (b) by will or the laws of descent and distribution or (c) pursuant to beneficiary designation procedures approved by the Company, in each case in compliance with applicable laws. The Option and the Option Shares (prior to exercise) shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Option or Option Shares contrary to the provisions of this Award or the Plan shall be null and void and without effect.

6. Data Protection. By accepting this Award, the Participant consents to the processing (including international transfer) of personal data as set out in Exhibit A attached hereto for the purposes specified therein and to any additional or different processes required by applicable law, rule or regulation.

7. Participant's Employment or Service. Nothing in this Award shall confer upon the Participant any right to continue in the employ or service of the Company or any of its Affiliates or interfere in any way with the right of the Company and its Affiliates, in their sole discretion, to

terminate the Participant's employment or to increase or decrease the Participant's compensation at any time.

8. No Acquired Rights. The opportunity given to the Participant to participate in the Plan and the grant of this Award is entirely at the discretion of the Committee or the Board and does not obligate the Company or any of its Affiliates to offer such participation in the future (whether on the same or different terms). The Participant's participation in the Plan and the receipt of this Award is outside the terms of the Participant's regular contract of employment and is therefore not to be considered part of any normal or expected compensation and that the termination of the Participant's employment under any circumstances whatsoever will give the Participant no claim or right of action against the Company or its Affiliates in respect of any loss of rights under this Award or the Plan that may arise as a result of any such termination of employment.

9. Amendments. The Board may, at any time, amend or terminate the Plan, and the Board or the Committee may amend this Award Agreement, provided that, except as provided in the Plan, no amendment or termination may, in the absence of written consent to the change by the Participant (or, if the Participant is not then living, the affected beneficiary), adversely affect the rights of the Participant or beneficiary under this Award Agreement prior to the date such amendment or termination is adopted by the Board or the Committee, as the case may be.

10. No Rights of a Stockholder. The Participant shall not have any rights as a stockholder of the Company until the shares of Common Stock in question have been registered in the Company's register of stockholders.

11. Withholding.

- (a) The Participant will pay, or make provisions satisfactory to the Company for payment of any federal, state, local and other applicable taxes required to be withheld in connection with the exercise of the Option and any issuance or transfer of shares of Common Stock under this Award and to take such action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes. If Participant has not made payment for applicable taxes or in the case of the exercise of any Auto-Exercise Eligible Option in accordance with Section 2(c), such taxes shall be paid by withholding shares of Common Stock from the issuance or transfer of shares of Common Stock due under this Award, rounded down to the nearest whole share of Common Stock, with the balance to be paid in cash or withheld from compensation or other amount owing to the Participant from the Company or any Affiliate, and the Company and any such Affiliate is hereby authorized to withhold such amounts from any such issuance, transfer, compensation or other amount owing to the Participant.
- (b) If the Participant's employment with the Company terminates prior to the issuance or transfer of any remaining shares of Common Stock due to be issued or transferred to the Participant under this Award, the payment of any applicable withholding taxes with respect to any such issuance or transfer shall be made through the withholding of shares of Common Stock from such issuance or transfer,

rounded down to the nearest whole shares of Common Stock, with the balance to be paid in cash or withheld from compensation or other amount owing to the Participant from the Company or any Affiliate, as provided in Section 11(a) above.

- (c) Subject to the foregoing provisions of this Section 11, the Committee shall, in its sole discretion, permit a Participant to satisfy, in whole or in part, the applicable tax withholding by (i) the deduction from any amount payable to the Participant in cash or the delivery of shares of Common Stock owned by the Participant having a Fair Market Value equal to such withholding liability or (ii) having the Company withhold from the number of shares of Common Stock otherwise issuable or deliverable pursuant to the exercise or settlement of the Award, including, without limitation and for the avoidance of doubt, shares redeemed as part of a Net Exercise settlement, a number of shares with a Fair Market Value equal to such withholding liability (at a rate as determined by the Committee that will not have adverse accounting consequences and is permitted under applicable IRS withholding rules); provided, however, that in such event, the Committee may exercise its discretion to limit or prohibit the use of shares of Common Stock for such withholding liability if the Committee determines in good faith that to allow for the use of such shares with respect to withholding liability would result in a material negative impact on the Company's and its Affiliates' near-term liquidity needs.

12. Notices. All notices, claims, certifications, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if personally delivered or if sent by nationally-recognized overnight courier, by telecopy, email or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to the Company, to it at:

Vestis Corporation
1035 Alpharetta Street, Suite 2100
Roswell, GA 30075
Attention: General Counsel

If to the Participant, to him or her at the address set forth on the signature page hereto; or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such notice or other communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery (or if such date is not a business day, on the next business day after the date of delivery), (b) in the case of nationally-recognized overnight courier, on the next business day after the date sent, (c) in the case of telecopy transmission, when received (or if not sent on a business day, on the next business day after the date sent), and (d) in the case of mailing, on the third (3rd) business day following that on which the piece of mail containing such communication is posted.

13. Waiver of Breach. The waiver by either party of a breach of any provision of this Award must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.

14. Governing Law. THIS AWARD WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF DELAWARE WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AWARD, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

15. Modification of Rights; Entire Agreement. The Participant's rights under this Award and the Plan may be modified only to the extent expressly provided under this Award or the Plan. This Award and the Plan (and the other writings referred to herein) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto. For the avoidance of doubt, this Award, the Certificate of Grant and the Plan do not supersede any Service Agreement between the Participant and the Company or any of its Affiliates or any other agreement between the Participant and the Company or any of its Affiliates subjecting the Participant to confidentiality, non-solicitation, non-competition and/or other restrictive covenants in favor of the Company or its Affiliates (a "*Restrictive Covenant Agreement*").

16. Clawback upon Breach of Restrictive Covenants. In the event the Participant breaches the Participant's Restrictive Covenant Agreement at any time during the Participant's employment with the Company or within the post-termination restricted period applicable under the Restrictive Covenants Agreement, then without limiting any other remedies available to the Company (including, without limitation, remedies involving injunctive relief), the Participant shall immediately forfeit any remaining unvested portion of the Award and the Participant shall be required to return to the Company all shares of Common Stock previously issued in respect of the Award to the extent the Participant continues to own such shares of Common Stock or, if the Participant no longer owns such shares of Common Stock, the Participant shall be required to repay to the Company the pre-tax cash value of such shares of Common Stock calculated based on the Fair Market Value of such shares of Common Stock on the date such shares of Common Stock were issued to the Participant in respect of the Award.

17. Acknowledgements. The Participant acknowledges that the Option described in this Award is subject to the Company's Incentive Compensation Recoupment Policy.

18. Severability. It is the desire and intent of the parties hereto that the provisions of this Award be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Award shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without

invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction.

19. Administration. The authority to administer and interpret this Award shall be vested in the Committee, and the Committee shall have all powers with respect to this Award as it has with respect to the Plan. Any interpretation of this Award by the Committee and any decision made by it with respect to this Award is final and binding on all persons.

Exhibit A

DATA PROTECTION NOTICE

- (a) By participating in the Plan or accepting any rights granted under it, the Participant understands that the Company and its Affiliates and/or agents collect, use, store and process personal data relating to the Participant to fulfill their obligations and exercise their rights under the Plan, issue certificates (if any), statements and communications relating to the Plan and generally administer and manage the Plan, including keeping records of participation levels from time to time. Any such processing will take place as described in this data protection notice (***"Data Protection Notice"***).

These data will include data:

- (i) already held in the Participant's records such as the Participant's name and address, ID number, payroll number, length of service and whether the Participant works full-time or part time;
 - (ii) collected upon the Participant accepting the rights granted under the Plan (if applicable); and
 - (iii) subsequently collected by the Company or any of its Affiliates and/or agents in relation to the Participant's continued participation in the Plan, for example, data about shares offered or received, purchased or sold under the Plan from time to time and other appropriate financial and other data about the Participant and his or her participation in the Plan (e.g., the date on which the shares were granted, termination of employment and the reasons of termination of employment or retirement of the Participant).
- (b) Personal data about the Participant as described in paragraph (a) above may be transferred not only within the country in which the Participant is based from time to time or within the European Economic Area (***"EEA"***), but also worldwide, to other Affiliates and/or agents and to the following third parties for the purposes described in paragraph (a) above:
- (i) Plan administrators, transfer agents, auditors, brokers, agents and contractors of, and third-party service providers to, the Company or its Affiliates such as printers and mail houses engaged to print or distribute notices or communications about the Plan;
 - (ii) regulators, tax authorities, stock or security exchanges and other supervisory, regulatory, governmental or public bodies as required by law;
 - (iii) actual or proposed merger or acquisition partners or proposed assignees of, or those taking or proposing to take security over, the business or assets or stock of the Company or its Affiliates and their agents and contractors;
 - (iv) other third parties to whom the Company or its Affiliates and/or agents may need to communicate/transfer the data in connection with the administration of the Plan, under a duty of confidentiality to the Company and its Affiliates; and
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- (v) the Participant's family members, heirs, legatees and others associated with the Participant in connection with the Plan.

Not all countries, where the personal data may be processed or transferred to, have an equal level of data protection as in Canada, the EU or EEA. Countries to which data are transferred include the United States and Bermuda. The Company, as the responsible data controller of any data processing for the purposes of the Plan, is located in the United States. For any transfers outside the country of origin of the personal data or with a third party, the Company will ensure that appropriate measures are in place to ensure an adequate level of protection for your personal data, including technical or contractual measures where necessary.

For European personal data, onward transfers of personal data within the United States and to Bermuda are generally undertaken with adequate safeguards in place to protect personal data, such as Standard Contractual Clauses issued by the European Commission, which are, where necessary, supplemented with additional measures to provide adequate protection of personal data.

All national and international transfer of personal data is only done in order to fulfill the obligations and rights of the Company and/or its Affiliates under the Plan.

The Participant may access, modify, correct or delete personal data about the Participant, restrict or object to the processing of personal data, or opt to receive personal data in a structured, commonly used, machine readable form which provides the ability to move, copy or transfer personal data to another controller by contacting the local data protection officer in the country in which the Participant is based. Please note, however, that certain personal information about the Participant may be exempt from afore mentioned rights pursuant to applicable data protection laws. In addition, the Participant has the right to lodge a complaint with a competent data protection supervisory authority, in particular in the EU Member State where the Participant resides, works or the place of the alleged infringement. If the Participant has a complaint regarding the manner in which personal information relating to the Participant is dealt with, the Participant should contact the appropriate local data protection officer referred to above.

- (c) The processing (including transfer) of data described above is essential for the administration and operation of the Plan. Therefore, it is essential that his/her personal data is processed in the manner described above.
- (d) The Company will only retain personal data for as long as is required to satisfy the purposes as described in paragraph (a) above, except where otherwise provided or required by law (e.g., in connection with pending litigation).

GRANT NOTICE

VESTIS STOCK OPTION AWARD KEY TERMS & CONDITIONS

Participant Data

Participant Data Elements	Participant Information
Participant Name	[]
Participant Employee ID Number	[]
Grant ID Number	[]

Vestis Stock Option Award Key Terms & Conditions

LTI Award Elements	Key Terms & Conditions
Grant Date	[]
Vestis LTI Award Type	Nonqualified Stock Options (NQSOs)
Exercise Price	\$xx.xx per Option Share
Grant Date Fair Value (Black-Scholes)	\$xx.xx per Option Share
Stock Option Shares Granted	[] Stock Option Shares
Vesting Date	[]
Grant Term	[] 10-year anniversary of the Grant Date
Signature Acceptance	[]

VESTIS CORPORATION

FORM OF PERFORMANCE STOCK UNIT AWARD AGREEMENT

Effective as of the Grant Date (where the “*Grant Date*” shall be specified on the attached Grant Notice), the Participant has been granted a Full Value Award (the “*Award*”) under the Vestis Corporation 2023 Long Term Stock Incentive Plan (the “*Plan*”) in the form of performance stock units (“*PSUs*”) with respect to the target number of shares of Common Stock (“*Target PSUs*”) as each are set forth on the attached Grant Notice. The Award is subject to the following terms and conditions (which shall be referred to as the “*Award Agreement*”) and the terms and conditions of the Plan as the same has been and may be amended from time to time. Terms used in this Award Agreement are defined elsewhere in this Award Agreement; provided, however, that, capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Plan.

1. Performance and Service Vesting Conditions. The number of Target PSUs that shall become earned and vested pursuant to this Award shall be based on achievement of the applicable performance conditions for the applicable “*Performance Period*” as set forth on the attached Grant Notice. The number of Target PSUs that become earned and vested (“*Earned PSUs*”) shall be determined by the Committee following the end of the Performance Period on the date determined by the Committee subject to the terms and conditions of this Award (the “*Determination Date*”).
 2. Unvested Award. Except as otherwise specifically provided herein, the Participant shall have no right with respect to any payments or other amounts in respect of this Award until last day of the Performance Period (the “*Vesting Date*”) and if the Participant’s Termination Date occurs before the Vesting Date, all then outstanding PSUs subject to this Award shall immediately expire and shall be forfeited for no consideration and the Participant shall have no further rights thereto. Notwithstanding the foregoing:
 - (a) if the Participant’s Termination Date occurs prior to the Vesting Date as the result of the Participant’s Disability or death, the Target PSUs shall remain outstanding and unvested through the Vesting Date and the Specified Portion (as defined below) of the Target PSUs that would have become Earned PSUs (if any) as of the Vesting Date had the Termination Date not occurred shall become Earned PSUs as of the Vesting Date and the Target PSUs that do not become Earned PSUs as of the Vesting Date shall be forfeited for no consideration as of the Vesting Date;
 - (b) if the Participant’s Termination Date occurs prior to the Vesting Date as a result of the Participant’s Retirement (defined herein as the Participant’s Termination Date that occurs on or after achieving both age sixty (60) and five (5) years of continuous service with the Company and its Affiliates and where such termination does not occur for any other reason) on or after the first anniversary of the Grant Date, any then outstanding Target PSUs shall remain outstanding and that number of Target PSUs that would have become Earned PSUs on the Vesting Date had the Termination Date not occurred shall become Earned PSUs on the Vesting Date; and
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- (c) in the event of a Change of Control, the terms of Section 9 of the Plan shall control.

For purposes of this Award Agreement, the term “**Specified Portion**” shall mean (i) one-third (1/3) if the Termination Date occurs prior to the beginning of the second fiscal year of the Performance Period, (ii) two-thirds (2/3) if the Termination Date occurs on or after the beginning of the second fiscal year of the Performance Period and prior to the beginning of the third fiscal year of the Performance Period and (iii) the entire Target PSU amount if the Termination Date occurs on or after the beginning of the third fiscal year of the Performance Period as set forth on the attached Grant Notice.

3. Settlement of Award. Subject to the terms and conditions of this Award, Earned PSUs shall be paid and settled on the date determined by the Committee after the end of the Performance Period and after the Determination Date, however, in no case later than two-and one-half months following the Vesting Date. The date on which payment and settlement occurs is referred to as the “**Settlement Date.**” Settlement of Earned PSUs on a Settlement Date shall be made in the form of shares of Common Stock with one share of Common Stock being issued in settlement of each Earned Target PSU, rounded up to the nearest whole share being settled as of such Settlement Date. Upon the settlement of any Earned PSUs, such PSUs shall be cancelled. Any Target PSUs that do not become Earned PSUs on the Determination Date shall be forfeited for no consideration as of the Determination Date and the Participant shall have no further rights with respect thereto. Notwithstanding the foregoing, in the event the Committee permits the Participant to elect to defer settlement of the Award, settlement shall occur in accordance with the terms of the nonqualified deferred compensation plan pursuant to which the deferral is made and, in all events, in accordance with section 409A of the Code.
4. Dividend Units. If on any date while Target PSUs are outstanding hereunder, the Company pays any dividend on shares of Common Stock (other than a dividend payable in shares of Common Stock), the number of Target PSUs granted to the Participant shall, as of such dividend payment date, be increased by a number of Target PSUs equal to: (a) the product of (i) the number of Target PSUs held by the Participant as of the related dividend record date, multiplied by (ii) a dollar amount equal to the per share amount of any cash dividend, divided by (b) the Fair Market Value of a share of Common Stock on the payment date of such dividend. In the case of any dividend declared on shares of Common Stock that is payable in the form of shares of Common Stock, the number of Target PSUs granted to the Participant shall be increased by a number equal to the product of (A) the aggregate number of Target PSUs that have been held by the Participant through the related dividend record date, multiplied by (B) the number of shares of Common Stock (rounded up to the nearest whole share) payable as a dividend on a share of Common Stock. Additional Target PSUs granted pursuant to this Section 3 shall be subject to the vesting provisions and other terms and conditions as the Target PSUs to which they relate and shares of Common Stock shall be transferred with respect to all additional Target PSUs granted pursuant to this Section 3 at the same time as such whole shares of Common Stock (rounded up to the nearest whole share) are transferred with respect to the Target PSUs to which such additional Target PSUs were attributable. For the avoidance of doubt, for purposes of this, the number of Target PSUs held by the Participant as of an applicable dividend record date shall be deemed to the aggregate number of additional PSUs (if any) previously credited to the Participant

pursuant to this Section 4 in respect of any prior dividend declared on a share of Common Stock since the Grant Date.

5. Adjustment of Award. The number of PSUs awarded pursuant to this Award may be adjusted by the Committee in accordance with the Plan to reflect certain corporate transactions which affect the number, type or value of the PSUs.
6. Restriction on Transfer. The PSUs may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way by the Participant, except (a) if permitted by the Board or the Committee, (b) by will or the laws of descent and distribution or (c) pursuant to beneficiary designation procedures approved by the Company, in each case in compliance with applicable laws. The PSUs shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the PSUs contrary to the provisions of this Award or the Plan shall be null and void and without effect.
7. Data Protection. By accepting this Award, the Participant consents to the processing (including international transfer) of personal data as set out in Exhibit A attached hereto for the purposes specified therein and to any additional or different processes required by applicable law, rule or regulation.
8. Participant's Employment or Service. Nothing in this Award shall confer upon the Participant any right to continue in the employ or service of the Company or any of its Affiliates or interfere in any way with the right of the Company and its Affiliates, in their sole discretion, to terminate the Participant's employment or to increase or decrease the Participant's compensation at any time.
9. No Acquired Rights. The opportunity given to the Participant to participate in the Plan and the grant of this Award is entirely at the discretion of the Committee or the Board and does not obligate the Company or any of its Affiliates to offer such participation in the future (whether on the same or different terms). The Participant's participation in the Plan and the receipt of this Award is outside the terms of the Participant's regular contract of employment and is therefore not to be considered part of any normal or expected compensation and that the termination of the Participant's employment under any circumstances whatsoever will give the Participant no claim or right of action against the Company or its Affiliates in respect of any loss of rights under this Award or the Plan that may arise as a result of any such termination of employment.
10. Amendments. The Board may, at any time, amend or terminate the Plan, and the Board or the Committee may amend this Award Agreement, provided that, except as provided in the Plan, no amendment or termination may, in the absence of written consent to the change by the Participant (or, if the Participant is not then living, the affected beneficiary), adversely affect the rights of the Participant or beneficiary under this Award Agreement prior to the date such amendment or termination is adopted by the Board or the Committee, as the case may be.

11. No Rights of a Stockholder. The Participant shall not have any rights as a stockholder of the Company until the shares of Common Stock in question have been registered in the Company's register of stockholders.
12. Unfunded Obligation. The Award shall not be funded, no trust, escrow or other provisions shall be established to secure payments and distributions due hereunder and this Award shall be regarded as unfunded for purposes of the Employee Retirement Income Security Act of 1974, as amended, and the Code. The Participant shall be treated as a general, unsecured creditor of the Company with respect to amounts payable hereunder, and shall have no rights to any specific assets of the Company.
13. Withholding.
 - (a) The Participant will pay, or make provisions satisfactory to the Company for payment of any federal, state, local and other applicable taxes required to be withheld in connection with the Award and any issuance or transfer of shares of Common Stock under this Award and to take such action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes. If Participant has not made payment for applicable taxes, such taxes shall be paid by withholding shares of Common Stock from the issuance or transfer of shares of Common Stock due under this Award, rounded down to the nearest whole share of Common Stock, with the balance to be paid in cash or withheld from compensation or other amount owing to the Participant from the Company or any Affiliate, and the Company and any such Affiliate is hereby authorized to withhold such amounts from any such issuance, transfer, compensation or other amount owing to the Participant.
 - (b) If the Participant's employment with the Company terminates prior to the issuance or transfer of any remaining shares of Common Stock due to be issued or transferred to the Participant under this Award, the payment of any applicable withholding taxes with respect to any such issuance or transfer shall be made through the withholding of shares of Common Stock from such issuance or transfer, rounded down to the nearest whole shares of Common Stock, with the balance to be paid in cash or withheld from compensation or other amount owing to the Participant from the Company or any Affiliate, as provided in Section 13(a) above.
 - (c) Subject to the foregoing provisions of this Section 13, the Committee shall, in its sole discretion, permit a Participant to satisfy, in whole or in part, the applicable tax withholding by (i) the deduction from any amount payable to the Participant in cash or the delivery of shares of Common Stock owned by the Participant having a Fair Market Value equal to such withholding liability or (ii) having the Company withhold from the number of shares of Common Stock otherwise issuable or deliverable pursuant to the exercise or settlement of the Award, including, without limitation and for the avoidance of doubt, shares redeemed as part of a Net Exercise settlement, a number of shares with a Fair Market Value equal to such withholding liability (at a rate as determined by the Committee that will not have adverse accounting consequences and is permitted under applicable IRS withholding rules);

provided, however, that in such event, the Committee may exercise its discretion to limit or prohibit the use of shares of Common Stock for such withholding liability if the Committee determines in good faith that to allow for the use of such shares with respect to withholding liability would result in a material negative impact on the Company's and its Affiliates' near-term liquidity needs.

14. Section 409A of the Code. It is intended that any amounts payable under this Award Agreement shall either be exempt from or comply with section 409A of the Code. The provisions of this Award shall be construed and interpreted in accordance with section 409A of the Code. Notwithstanding any other provision of this Award Agreement to the contrary, if any payment or benefit hereunder is subject to section 409A of the Code, and if such payment or benefit is to be paid or provided on account of the Participant's termination of employment or service (or other separation from service):

- (a) and if the Participant is a specified employee (within the meaning of section 409A(a)(2)(B) of the Code) and if any such payment or benefit is required to be made or provided prior to the first day of the seventh month following the Participant's separation from service or termination of employment, such payment or benefit shall be delayed until the first day of the seventh month following the Participant's termination of employment or separation from service; and
- (b) the determination as to whether the Participant has had a termination of employment (or other separation from service) shall be made in accordance with the provisions of section 409A of the Code and the guidance issued thereunder without application of any alternative levels of reductions of bona fide services permitted thereunder.

15. Notices. All notices, claims, certifications, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if personally delivered or if sent by nationally-recognized overnight courier, by telecopy, email or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to the Company, to it at:

Vestis Corporation
1035 Alpharetta Street, Suite 2100
Roswell, GA 30075
Attention: General Counsel

If to the Participant, to him or her at the address set forth on the signature page hereto; or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such notice or other communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery (or if such date is not a business day, on the next business day after the date of delivery), (b) in the case of nationally-recognized overnight courier, on the next business day after the date sent, (c) in the case of telecopy transmission, when received (or if not

sent on a business day, on the next business day after the date sent), and (d) in the case of mailing, on the third (3rd) business day following that on which the piece of mail containing such communication is posted.

16. Waiver of Breach. The waiver by either party of a breach of any provision of this Award must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.
17. Governing Law. THIS AWARD WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF DELAWARE WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AWARD, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.
18. Modification of Rights; Entire Agreement. The Participant's rights under this Award and the Plan may be modified only to the extent expressly provided under this Award or the Plan. This Award and the Plan (and the other writings referred to herein) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto. For the avoidance of doubt, this Award, the Certificate of Grant and the Plan do not supersede any Service Agreement between the Participant and the Company or any of its Affiliates or any other agreement between the Participant and the Company or any of its Affiliates subjecting the Participant to confidentiality, non-solicitation, non-competition and/or other restrictive covenants in favor of the Company or its Affiliates (a "*Restrictive Covenant Agreement*").
19. Clawback upon Breach of Restrictive Covenants. In the event the Participant breaches the Participant's Restrictive Covenant Agreement at any time during the Participant's employment with the Company or within the post-termination restricted period applicable under the Restrictive Covenants Agreement, then without limiting any other remedies available to the Company (including, without limitation, remedies involving injunctive relief), the Participant shall immediately forfeit any remaining unvested portion of the Award and the Participant shall be required to return to the Company all shares of Common Stock previously issued in respect of the Award to the extent the Participant continues to own such shares of Common Stock or, if the Participant no longer owns such shares of Common Stock, the Participant shall be required to repay to the Company the pre-tax cash value of such shares of Common Stock calculated based on the Fair Market Value of such shares of Common Stock on the date such shares of Common Stock were issued to the Participant in respect of the Award.

20. Acknowledgements. The Participant acknowledges that the PSUs described in this Award are subject to the Company's Incentive Compensation Recoupment Policy.
21. Severability. It is the desire and intent of the parties hereto that the provisions of this Award be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Award shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction.
22. Administration. The authority to administer and interpret this Award shall be vested in the Committee, and the Committee shall have all powers with respect to this Award as it has with respect to the Plan. Any interpretation of this Award by the Committee and any decision made by it with respect to this Award is final and binding on all persons.

Exhibit A

DATA PROTECTION NOTICE

- (a) By participating in the Plan or accepting any rights granted under it, the Participant understands that the Company and its Affiliates and/or agents collect, use, store and process personal data relating to the Participant to fulfill their obligations and exercise their rights under the Plan, issue certificates (if any), statements and communications relating to the Plan and generally administer and manage the Plan, including keeping records of participation levels from time to time. Any such processing will take place as described in this Data Protection Notice ("Data Protection Notice").

These data will include data:

- (i) already held in the Participant's records such as the Participant's name and address, ID number, payroll number, length of service and whether the Participant works full-time or part time;
- (ii) collected upon the Participant accepting the rights granted under the Plan (if applicable); and
- (iii) subsequently collected

by the Company or any of its Affiliates and/or agents in relation to the Participant's continued participation in the Plan, for example, data about shares offered or received, purchased or sold under the Plan from time to time and other appropriate financial and other data about the Participant and his or her participation in the Plan (e.g., the date on which the shares were granted, termination of employment and the reasons of termination of employment or retirement of the Participant).

- (b) Personal data about the Participant as described in paragraph (a) above may be transferred not only within the country in which the Participant is based from time to time or within the European Economic Area ("EEA"), but also worldwide, to other Affiliates and/or agents and to the following third parties for the purposes described in paragraph (a) above:
- (i) Plan administrators, transfer agents, auditors, brokers, agents and contractors of, and third-party service providers to, the Company or its Affiliates such as printers and mail houses engaged to print or distribute notices or communications about the Plan;
 - (ii) regulators, tax authorities, stock or security exchanges and other supervisory, regulatory, governmental or public bodies as required by law;
 - (iii) actual or proposed merger or acquisition partners or proposed assignees of, or those taking or proposing to take security over, the business or assets or stock of the Company or its Affiliates and their agents and contractors;
-

(iv) other third parties to whom the Company or its Affiliates and/or agents may need to communicate/transfer the data in connection with the administration of the Plan, under a duty of confidentiality to the Company and its Affiliates; and

(v) the Participant's family members, heirs, legatees and others associated with the Participant in connection with the Plan.

Not all countries, where the personal data may be processed or transferred to, have an equal level of data protection as in Canada, the EU or EEA. Countries to which data are transferred include the United States and Bermuda. The Company, as the responsible data controller of any data processing for the purposes of the Plan, is located in the United States. For any transfers outside the country of origin of the personal data or with a third party, the Company will ensure that appropriate measures are in place to ensure an adequate level of protection for your personal data, including technical or contractual measures where necessary.

For European personal data, onward transfers of personal data within the United States and to Bermuda are generally undertaken with adequate safeguards in place to protect personal data, such as Standard Contractual Clauses issued by the European Commission, which are, where necessary, supplemented with additional measures to provide adequate protection of personal data.

All national and international transfer of personal data is only done in order to fulfill the obligations and rights of the Company and/or its Affiliates under the Plan.

The Participant may access, modify, correct or delete personal data about the Participant, restrict or object to the processing of personal data, or opt to receive personal data in a structured, commonly used, machine readable form which provides the ability to move, copy or transfer personal data to another controller by contacting the local data protection officer in the country in which the Participant is based. Please note, however, that certain personal information about the Participant may be exempt from afore mentioned rights pursuant to applicable data protection laws. In addition, the Participant has the right to lodge a complaint with a competent data protection supervisory authority, in particular in the EU Member State where the Participant resides, works or the place of the alleged infringement. If the Participant has a complaint regarding the manner in which personal information relating to the Participant is dealt with, the Participant should contact the appropriate local data protection officer referred to above.

- (c) The processing (including transfer) of data described above is essential for the administration and operation of the Plan. Therefore, it is essential that his/her personal data is processed in the manner described above.
- (d) The Company will only retain personal data for as long as is required to satisfy the purposes as described in paragraph (a) above, except where otherwise provided or required by law (e.g., in connection with pending litigation).

GRANT NOTICE

VESTIS PSU AWARD KEY TERMS & CONDITIONS

Participant Data

Participant Data Elements	Participant Information
Participant Name	[]
Participant Employee ID Number	[]
Grant ID Number	[]

Vestis PSU Award Key Terms & Conditions

Grant Elements	Key Terms & Conditions
Grant Date	[]
Vestis LTI Award Type	Performance Stock Units (PSUs)
Performance Stock Units Granted	[] “Target” PSUs
Performance Period	<i>[Performance Period to be defined, typically covering three (3) consecutive Fiscal Years]</i>
Performance Conditions	<i>[Defined below]</i>
Signature Acceptance	[]

PSU Performance Conditions

[To be specified as approved by the Compensation Committee for each PSU Award]

Appendix A

Aramark Third Amended and Restated 2013 Stock Incentive Plan

1. Purpose. The purpose of the Aramark Third Amended and Restated 2013 Stock Incentive Plan is to provide a means through which the Company and its Affiliates may attract and retain key personnel and to provide a means whereby current and prospective directors, officers, employees, consultants and advisors of the Company and its Affiliates can acquire and maintain an equity interest in the Company, or be paid incentive compensation, which may (but need not) be measured by reference to the value of Common Stock, thereby strengthening their commitment to the welfare of the Company and its Affiliates and aligning their interests with those of the Company's stockholders.

2. Definitions. The following definitions shall be applicable throughout the Plan:

(a) "Affiliate" means with respect to any Person, any other Person that controls, is controlled by, or is under common control with such Person. The term "control," as used in this Plan, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. "Controlled" and "controlling" have meanings correlative to the foregoing.

(b) "Amendment and Restatement Effective Date" means January 29, 2020.

(c) "Award" means, individually or collectively, any Incentive Stock Option, Nonqualified Stock Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Deferred Stock Unit, Dividend Equivalent award, Stock Bonus Award, and Performance Compensation Award granted under the Plan.

(d) "Award Agreement" means any agreement or other instrument (whether in paper or electronic medium (including email or the posting on a web site maintained by the Company or a third party under contract with the Company)) setting forth the terms of an Award that has been duly authorized and approved by the Committee.

(e) "Board" means the Board of Directors of the Company.

(f) "Cause" means, in the case of a particular Award with respect to a Participant, (i) if such Participant is at the time of termination a party to any employment, consulting or other similar agreement (any such agreement, an "Individual Agreement") that defines such term, the meaning given in such Individual Agreement; (ii) otherwise if such Participant is at the time of termination a party to an Award Agreement which was entered into under this Plan and defines such term, the meaning given in the Award Agreement; and (iii) in all other cases, such Participant's (A) commission of a felony or a crime of moral turpitude; (B) commission of a willful and material act of dishonesty involving the Company; (C) material breach of the Company's Business Conduct Policy that causes harm to the Company or its business reputation; or (D) willful misconduct that causes material harm to the Company or its business reputation.

(g) "Change of Control" means, unless otherwise provided in an Award Agreement, the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) the sale or disposition, in one or a series of related transactions, of all or substantially all of the assets of the Company to any "person" or "group" (as such terms are used for purposes of Sections 13(d)(3) and 14(d)(2) of the Exchange Act);

(ii) any person or group is or becomes the "beneficial owner" (as such term is used for purposes of Rule 13d-3 and Rule 13d-5 under the Exchange Act), directly or indirectly, of more than fifty percent (50%) of the total voting power of the outstanding voting stock of the Company, including by way of merger, consolidation or otherwise;

(iii) during any period of twenty-four (24) months, individuals who, at the beginning of such period, constitute the Board (the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board, *provided*, that any person becoming a director subsequent to the date hereof, whose election or nomination for election was approved by a vote of at least two-thirds (2/3) of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without written objection to such nomination) shall

be an Incumbent Director; *provided, however*, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest, as such terms are used in Rule 14a-12 of



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Regulation 14A promulgated under the Exchange Act, with respect to directors or as a result of any other actual or threatened solicitation of proxies or consents by or on behalf of any person other than the Board shall be deemed to be an Incumbent Director; or

(iv) a complete liquidation or dissolution of the Company.

In addition, if a Change of Control constitutes a payment event with respect to any Award which provides for the deferral of compensation and is subject to Section 409A of the Code, the transaction or event described in subsection (i), (ii), or (iii) with respect to such Award must also constitute a "change in control event," as defined in Treasury Regulation § 1.409A-3(i)(5) to the extent required by Section 409A of the Code.

(h) "Code" means the Internal Revenue Code of 1986, as amended, and any successor thereto. Any reference to any section of the Code shall also be a reference to any successor provision and any Treasury Regulation promulgated thereunder.

(i) "Committee" means the Compensation and Human Resources Committee of the Board, a Sub-Committee as may be appointed pursuant to Section 4(a) or the Board.

(j) "Common Stock" means the common stock, par value \$0.01 per share, of the Company (and any stock or other securities into which such common stock may be converted or into which it may be exchanged).

(k) "Company" means Aramark, a Delaware corporation, and any successor thereto.

(l) "Date of Grant" means the date on which the granting of an Award is authorized, or such other date as may be specified in such authorization.

(m) "Deferred Stock Unit" or "DSU" means the right to receive cash or one whole share of Common Stock for each whole Deferred Stock Unit awarded under Section 10(b) of the Plan.

(n) "Disability" means, unless the Award granted to the applicable Participant is subject to Section 409A of the Code, with respect to each Participant, the Participant is (i) unable to perform the material and substantial duties of the Participant's Regular Occupation (as defined herein below) due to the Participant's sickness or injury; and (ii) the Participant is under the regular care of a qualified doctor; and (iii) the Participant has incurred a twenty percent (20%) or more loss in the Participant's monthly earnings due to that sickness or injury (or such other definition of disability that results in a termination of employment and commencement of receipt of benefits under the Company or its Affiliate's long term disability plan, as in effect at the applicable time (the "LTD Plan")). In the event that the Award granted to the applicable Participant is subject to Section 409A of the Code, the term Disability, shall instead have the meaning of "Disability" as defined under Section 409A of the Code or any successor provision of the Code at the applicable time. For purposes of this definition, the term "Regular Occupation" means the occupation the Participant is routinely performing when the Participant's Disability begins, which shall be determined by the LTD Plan Claims Administrator as provided in the LTD Plan.

(o) "Dividend Equivalent" shall mean a right to receive the equivalent value (in cash or Common Stock) of dividends paid on Common Stock, awarded under Section 10(c) of the Plan.

(p) "Effective Date" means the date on which the Plan (prior to the first amended and restatement thereof) was initially approved by the stockholders of the Company (i.e., December 1, 2013).

(q) "Eligible Director" means a person who is with respect to actions intended to obtain an exemption from Section 16(b) of the Exchange Act pursuant to Rule 16b-3 under the Exchange Act, a "Non-Employee Director" within the meaning of Rule 16b-3 under the Exchange Act,

(r) "Eligible Person" means any (i) individual employed by the Company or any of its Affiliates; (ii) director of the Company or an Affiliate; or (iii) consultant or advisor to the Company or any of its Affiliates who may be offered securities registrable on Form S-8 under the Securities Act or pursuant to Rule 701 of the Securities Act, or any other available exemption, as applicable.

(s) "Exchange Act" means the Securities Exchange Act of 1934, as amended, and any successor thereto. Any reference in the Plan to any section of (or rule promulgated under) the Exchange Act shall be deemed to include

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any rules, regulations or other interpretative guidance under such section or rule, and any amendments or successor provisions to such section, rules, regulations or guidance.

(t) "Exercise Price" has the meaning given such term in Section 7(b) of the Plan.

(u) "Fair Market Value" means, as of any date, the value of Common Stock determined as follows: (i) if the Common Stock is listed on one or more established U.S. national or regional securities exchanges, its Fair Market Value shall be the closing sale price for such Common Stock (or if no closing sale price is reported, the closing price on the last preceding date on which such prices of the Common Stock are so reported) on such date as reported in composite transactions for the principal exchange on which the Common Stock is listed (as determined by the Committee); (ii) if the Common Stock is not listed on a U.S. national or regional securities exchange but is traded over the counter at the time determination of its Fair Market Value is required to be made, its Fair Market Value shall be equal to the average between the high and low sales prices of the Common Stock on the most recent date on which the Common Stock was traded, as reported by Pink OTC Markets Inc. or a similar organization (as selected by the Committee); or (iii) if the Common Stock is not so traded, the Fair Market Value thereof shall be determined by the Committee in good faith.

(v) "Good Reason", to the extent a Participant is party to an agreement relating to employment and post-employment competition, or other similar agreement, with the Company or any of its Affiliates (including any exhibits and schedules thereto) (an "ELC Agreement") that contains a definition of "Good Reason", has the meaning given to such term in a Participant's ELC Agreement. For the avoidance of doubt, if a Participant is not party to an ELC Agreement or if a Participant's ELC Agreement does not contain a definition of Good Reason, then such Participant shall not have grounds to effect a Termination of Relationship for Good Reason.

(w) "Immediate Family Members" shall have the meaning set forth in Section 15(b) of the Plan.

(x) "Incentive Stock Option" means an Option that is designated by the Committee as an incentive stock option as described in Section 422 of the Code and otherwise meets the requirements set forth in the Plan.

(y) "Indemnifiable Person" shall have the meaning set forth in Section 4(d) of the Plan.

(z) "Negative Discretion" shall mean the discretion authorized by the Plan to be applied by the Committee to eliminate or reduce the size of a Performance Compensation Award.

(aa) "Net Exercise" means a Participant's ability to exercise an Option by directing the Company to deduct from the shares of Common Stock issuable upon exercise of such Option, a number of shares of Common Stock having an aggregate Fair Market Value equal to the sum of the aggregate Exercise Price therefor plus the amount of the Participant's Tax Withholding, and the Company shall thereupon issue to the Participant the net remaining number of shares of Common Stock after such deductions.

(bb) "Nonqualified Stock Option" means an Option that is not designated by the Committee as an Incentive Stock Option.

(cc) "Option" means an Award granted under Section 7 of the Plan.

(dd) "Option Period" has the meaning given such term in Section 7(c) of the Plan.

(ee) "Participant" means an Eligible Person who has been selected by the Committee to participate in the Plan and to receive an Award pursuant to Section 6 of the Plan.

(ff) "Performance Compensation Award" shall mean any Award designated by the Committee as a Performance Compensation Award pursuant to Section 11 of the Plan.

(gg) "Performance Criteria" shall mean the criterion or criteria that the Committee shall select for purposes of establishing the Performance Goal(s) for a Performance Period with respect to any Performance Compensation Award under the Plan.



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(hh) "Performance Formula" shall mean, for a Performance Period, the one or more objective formulae applied against the relevant Performance Goal to determine, with regard to the Performance Compensation Award of a particular Participant, whether all, some portion but less than all, or none of the Performance Compensation Award has been earned for the Performance Period.

(ii) "Performance Goals" shall mean, for a Performance Period, the one or more goals established by the Committee for the Performance Period based upon the Performance Criteria.

(jj) "Performance Period" shall mean the one or more periods of time, as the Committee may select, over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant's right to, and the payment of, a Performance Compensation Award.

(kk) "Permitted Transferee" shall have the meaning set forth in Section 15(b) of the Plan.

(ll) "Person" means a "person" as such term is used for purposes of 13(d) or 14(d) of the Exchange Act, or any successor section thereto.

(mm) "Plan" means this Third Amended and Restated Aramark 2013 Stock Incentive Plan.

(nn) "Restricted Period" means the period of time determined by the Committee during which an Award is subject to restrictions or, as applicable, the period of time within which performance is measured for purposes of determining whether an Award has been earned.

(oo) "Restricted Stock" means Common Stock, subject to certain specified restrictions (including, without limitation, a requirement that the Participant remain continuously employed or provide continuous services for a specified period of time), granted under Section 9 of the Plan.

(pp) "Restricted Stock Unit" means an unfunded and unsecured promise to deliver shares of Common Stock, cash, other securities or other property, subject to certain restrictions (including, without limitation, a requirement that the Participant remain continuously employed or provide continuous services for a specified period of time), granted under Section 9 of the Plan.

(qq) "Retirement" means, with respect to a Participant, unless otherwise provided in an Award Agreement, the retirement of such Participant upon or after achieving age 60 and five (5) years of employment with the Company, any of its Affiliates, and/or any of their respective predecessors.

(rr) "SAR Period" has the meaning given such term in Section 8(b) of the Plan.

(ss) "Securities Act" means the Securities Act of 1933, as amended, and any successor thereto. Reference in the Plan to any section of the Securities Act shall be deemed to include any rules, regulations or other interpretative guidance under such section, and any amendments or successor provisions to such section, rules, regulations or guidance.

(tt) "SEC" means the Securities and Exchange Commission.

(uu) "Stock Appreciation Right" or "SAR" means an Award granted under Section 8 of the Plan.

(vv) "Stock Bonus Award" means an Award granted under Section 10(a) of the Plan.

(yy) "Strike Price" means, except as otherwise provided by the Committee in the case of Substitute Awards, (i) in the case of a SAR granted in tandem with an Option, the Exercise Price of the related Option, or (ii) in the case of a SAR granted independent of an Option, the Fair Market Value on the Date of Grant.

(zz) "Sub-Committee" has the meaning given to such term in Section 4(a) of the Plan.

(aaa) "Substitute Award" has the meaning given to such term in Section 5(e) of the Plan.

(bbb) "Tax Withholding" means a Participant's tax withholding for any federal, state, local and non-U.S. income and employment taxes that are withheld with respect to any Award granted hereunder pursuant to Section 15(c) of the Plan.

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(ccc) "Termination of Relationship" means (i) if the Participant is an employee of the Company or any Affiliate, the termination of the Participant's employment with the Company and its Affiliates for any reason; (ii) if the Participant is a consultant to the Company or any Affiliate, the termination of the Participant's consulting relationship with the Company and its Affiliates for any reason; and (iii) if the Participant is a director of the Company or any Affiliate, the termination of the Participant's service as a director of the Company or such Affiliate for any reason; including, in the case of clauses (i), (ii) or (iii), as a result of such Affiliate no longer being an Affiliate of the Company because of a sale, divestiture or other disposition of such Affiliate by the Company (whether such disposition is effected by the Company or another Affiliate thereof).

3. Effective Date; Duration. The Plan shall be effective as of the Effective Date. The expiration date of the Plan, on and after which date no Awards may be granted hereunder, shall be the tenth anniversary of the Effective Date; *provided, however*, that such expiration shall not affect Awards then outstanding, and the terms and conditions of the Plan shall continue to apply to such Awards.

4. Administration.

(a) The Committee shall administer the Plan; *provided, however*, that the Compensation and Human Resources Committee may also delegate, at any time and from time to time, to any sub-committee of the Compensation and Human Resources Committee and the Board may also delegate, at any time and from time to time, to any other committee of the Board (in either case which shall consist of one or more members of the Compensation and Human Resources Committee or Board, respectively, and may consist solely of the Chief Executive Officer of the Corporation so long as he or she is a member of the Board) (a "Sub-Committee"), subject to such guidelines as the Board or the Compensation and Human Resources Committee may establish from time to time, the authority to act on behalf of the Compensation and Human Resources Committee or the Board with respect to any matter, right, obligation, or election that is the responsibility of or that is allocated to the Committee herein, except that to the extent required to obtain exemption from Section 16(b) of the Exchange Act under Rule 16b-3 promulgated thereunder, (i) the Compensation and Human Resources Committee or such Sub-Committee must consist of two or more members of Board and (ii) each member of the Compensation and Human Resources Committee or Sub-Committee shall, at the time he takes any action with respect to an Award under the Plan, be an Eligible Director. However, the fact that a Compensation and Human Resources Committee or Sub-Committee member shall fail to qualify as an Eligible Director shall not invalidate any Award granted by the Compensation and Human Resources Committee or Sub-Committee that is otherwise validly granted under the Plan. The majority of the members of the Committee shall constitute a quorum. The acts of a majority of the members present at any meeting at which a quorum is present or acts approved in writing by the Committee shall be deemed the acts of the Committee. The Committee may also delegate to an executive officer or other employee of the Company the authority to grant Awards to non-executive officers or persons who are not "officers" (as defined in Section 16 of the Exchange Act) of the Company, to the extent permitted by applicable law.

(b) Subject to the provisions of the Plan and applicable law, the Committee shall have the sole and plenary authority, in addition to other express powers and authorizations conferred on the Committee by the Plan, to: (i) designate Participants; (ii) determine the type or types of Awards to be granted to a Participant;

(iii) determine the number of shares of Common Stock to be covered by, or with respect to which payments, rights, or other matters are to be calculated in connection with Awards; (iv) determine the terms and conditions of any Award and any amendments thereto; (v) determine whether, to what extent, and under what circumstances Awards may be settled or exercised in cash, shares of Common Stock, other securities, other Awards or other property, or canceled, forfeited, or suspended and the method or methods by which Awards may be settled, exercised, canceled, forfeited, or suspended; (vi) determine whether, to what extent, and under what circumstances the delivery of cash, Common Stock, other securities, other Awards or other property and other amounts payable with respect to an Award shall be deferred either automatically or at the election of the Participant or of the Committee; (vii) interpret, administer, reconcile any inconsistency in, correct any defect in and/or supply any omission in the Plan and any instrument or agreement relating to, or Award granted under, the Plan; (viii) establish, amend, suspend, or waive any rules and regulations and appoint such agents as the Committee shall deem appropriate for the proper administration of the Plan; (ix) accelerate the vesting or exercisability of, payment for or lapse of restrictions on, Awards; and (x) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan.



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(c) Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan or any Award or any documents evidencing Awards granted pursuant to the Plan shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive and binding upon all persons or entities, including, without limitation, the Company, any of its Affiliates, any Participant, any holder or beneficiary of any Award, and any stockholder of the Company.

(d) No member of the Board, the Committee, delegate of the Committee or any officer, employee or agent of the Company (each such person, an "Indemnifiable Person") shall be liable for any action taken or omitted to be taken or any determination made in good faith with respect to the Plan or any Award hereunder. Each Indemnifiable Person shall be indemnified and held harmless by the Company against and from any loss, cost, liability, or expense (including attorneys' fees) that may be imposed upon or incurred by such Indemnifiable Person in connection with or resulting from any action, suit or proceeding to which such Indemnifiable Person may be a party or in which such Indemnifiable Person may be involved by reason of any action taken or omitted to be taken under the Plan or any Award Agreement and against and from any and all amounts paid by such Indemnifiable Person with the Company's approval, in settlement thereof, or paid by such Indemnifiable Person in satisfaction of any judgment in any such action, suit or proceeding against such Indemnifiable Person, *provided*, that the Company shall have the right, at its own expense, to assume and defend any such action, suit or proceeding and once the Company gives notice of its intent to assume the defense, the Company shall have sole control over such defense with counsel of the Company's choice. The foregoing right of indemnification shall not be available to an Indemnifiable Person to the extent that a final judgment or other final adjudication (in either case not subject to further appeal) binding upon such Indemnifiable Person determines that the acts or omissions of such Indemnifiable Person giving rise to the indemnification claim resulted from such Indemnifiable Person's fraud, gross negligence or willful criminal act or omission or that such right of indemnification is otherwise prohibited by law or by the Company's Certificate of Incorporation or Bylaws. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such Indemnifiable Persons may be entitled under the Company's Certificate of Incorporation or Bylaws or as a matter of law or otherwise, or any other power that the Company may have to indemnify such Indemnifiable Persons or hold them harmless.

(e) Notwithstanding anything to the contrary contained in the Plan, the Board may, in its sole discretion, at any time and from time to time, grant Awards and administer the Plan with respect to such Awards. In any such case, the Board shall have all the authority granted to the Committee under the Plan.

5. Grant of Awards; Shares Subject to the Plan Limitations.

(a) The Committee may, from time to time, grant Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Deferred Stock Units, Dividend Equivalent awards, Stock Bonus Awards and/or Performance Compensation Awards to one or more Eligible Persons.

(b) Awards granted under the Plan shall be subject to the following limitations: (i) subject to Section 12 of the Plan, the Committee is authorized to deliver under the Plan 36,500,000 shares of Common Stock; (ii) subject to

Section 12 of the Plan, no more than 2,000,000 shares of Common Stock may be issued upon the exercise of Incentive Stock Options; (iii) subject to Section 12 of the Plan, grants of Options or SARs under the Plan in respect of no more than 2,000,000 shares of Common Stock may be made to any single Participant during any calendar year; (iv) subject to Section 12 of the Plan, Performance Compensation Awards covering no more than 1,000,000 shares of Common Stock may be granted pursuant to Section 11 of the Plan to any single Participant during a single calendar year, and in the event such Performance Compensation Award is paid in cash, other securities, other Awards or other property, no more than the Fair Market Value of 1,000,000 shares of Common Stock on the last day of the Performance Period to which such Award relates may be paid in respect of such Award; and (v) the maximum amount that can be paid to any single Participant in any one calendar year pursuant to a cash bonus Award described in Section 11(a) of the Plan shall be \$10,000,000. Additionally, the maximum number of shares of Common Stock subject to Awards granted during a single calendar year to any Non-Employee Director, taken together with any cash fees earned by such Non-Employee Director during such calendar year, shall not exceed \$750,000 in total value (calculating the value of any such Awards based on the grant date fair value of such Awards for financial reporting purposes).

(c) Shares of Common Stock that are subject to or underlie Options, SARs, Restricted Stock, Restricted Stock Units or other Awards granted under the Plan that are forfeited, cancelled, expire unexercised, or for any reason

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are canceled or terminated without having been exercised or delivered (including Shares of Common Stock that are subject to or underlie the unexercised, unvested or undelivered portion of any such Awards, in the case of Awards that were partially exercised, vested or delivered at the time of their expiration, cancellation or termination) shall, notwithstanding anything herein to the contrary, be available again for other Awards under the Plan. Shares of Common Stock that are settled in cash, redeemed as part of a Net Exercise settlement or as part of the payment of the required Exercise Price or Tax Withholding obligations, or that are purchased by the Company using proceeds received from Option exercises shall not be available again for other Awards under the Plan.

(d) Shares of Common Stock delivered by the Company in settlement of Awards may be authorized and unissued shares, shares held in the treasury of the Company, shares purchased on the open market or by private purchase, or a combination of the foregoing.

(e) Awards may, in the sole discretion of the Committee, be granted under the Plan in assumption of, or in substitution for, outstanding awards previously granted by an entity acquired by the Company or with which the Company combines ("Substitute Awards"). The number of shares of Common Stock underlying any Substitute Awards shall not be counted against the aggregate number of shares of Common Stock available for Awards under the Plan. The number of shares of Common Stock reserved pursuant to Section 5(b) may be increased by the corresponding number of Awards assumed and, in the case of a substitution, by the net increase in the number of shares of Common Stock subject to Awards before and after the substitution.

(f) Awards granted to employees of the Company under the Plan shall be subject to a minimum one-year vesting period, subject to potential acceleration of vesting in the event of a Participant's death, disability or Retirement (to the extent provided in the applicable award agreement), or as otherwise provided under the Plan or in any agreement in effect on the Amendment and Restatement Effective Date.

6. Eligibility. Participation shall be limited to Eligible Persons who have entered into an Award Agreement or who have received written notification from the Committee, or from a person designated by the Committee, that they have been selected to participate in the Plan.

7. Options.

(a) Generally. Each Option granted under the Plan shall be evidenced by an Award Agreement. Each Option so granted shall be subject to the conditions set forth in this Section 7, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement. All Options granted under the Plan shall be Nonqualified Stock Options unless the applicable Award Agreement expressly states that the

Option is intended to be an Incentive Stock Option. Incentive Stock Options shall be granted only to Eligible Persons who are employees of the Company and its Affiliates, and no Incentive Stock Option shall be granted to any Eligible Person who is ineligible to receive an Incentive Stock Option under the Code. No Option shall be treated as an Incentive Stock Option unless the Plan has been approved by the stockholders of the Company in a manner intended to comply with the stockholder approval requirements of Section 422(b)(1) of the Code, *provided*, that any Option intended to be an Incentive Stock Option shall not fail to be effective solely on account of a failure to obtain such approval, but rather such Option shall be treated as a Nonqualified Stock Option unless and until such approval is obtained. In the case of an Incentive Stock Option, the terms and conditions of such grant shall be subject to and comply with such rules as may be prescribed by Section 422 of the Code. If for any reason an Option intended to be an Incentive Stock Option (or any portion thereof) shall not qualify as an Incentive Stock Option, then, to the extent of such non-qualification, such Option or portion thereof shall be regarded as a Nonqualified Stock Option appropriately granted under the Plan.

(b) *Exercise Price.* Except as otherwise provided by the Committee in the case of Substitute Awards, the exercise price ("Exercise Price") per share of Common Stock for each Option shall not be less than 100% of the Fair Market Value of such share (determined as of the Date of Grant); *provided, however*, that in the case of an Incentive Stock Option granted to an employee who, at the time of the grant of such Option, owns stock representing more than 10% of the voting power of all classes of stock of the Company or any of its Affiliates, the Exercise Price per share shall not be less than 110% of the Fair Market Value per share on the Date of Grant; and *provided, further*, that a Nonqualified Stock Option may be granted with an Exercise Price lower than that set



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forth herein if such Option is granted pursuant to an assumption or substitution for another option in a manner satisfying the provisions of Section 424(a) and Section 409A of the Code.

(c) *Vesting and Expiration.* Options shall vest and become exercisable in such manner and on such date or dates determined by the Committee and shall expire after such period, not to exceed ten years, as may be determined by the Committee (the "Option Period"); *provided, however*, that the Option Period shall not exceed five years from the Date of Grant in the case of an Incentive Stock Option granted to a Participant who on the Date of Grant owns stock representing more than 10% of the voting power of all classes of stock of the Company or any of its Affiliates; *provided, further*, that notwithstanding any vesting dates set by the Committee, the Committee may, in its sole discretion, accelerate the exercisability of any Option.

(d) *Method of Exercise and Form of Payment.* No shares of Common Stock shall be delivered pursuant to any exercise of an Option until payment in full of the Exercise Price therefor is received by the Company and the Participant has paid to the Company an amount equal to any Tax Withholding obligations of the Participant. Options that have become exercisable may be exercised by delivery of written or electronic notice of exercise to the Company in accordance with the terms of the Option accompanied by payment of the Exercise Price. Unless otherwise expressly provided by the Committee in any Award Agreement, the aggregate Exercise Price (and any Tax Withholding due) shall, to the extent permitted by applicable law, be payable:

(i) in cash (by wire transfer of immediately available funds to a bank account of the Company, by delivery of a certified check payable to the Company);

(ii) by surrender of shares of Common Stock valued at the Fair Market Value at the time the Option is exercised (including, pursuant to procedures approved by the Committee, by means of attestation of ownership of a sufficient number of shares of Common Stock in lieu of actual delivery of such shares to the Company);

(iii) pursuant to a Net Exercise arrangement; provided, however, that in such event, the Committee may exercise its discretion to limit or prohibit the use of a Net Exercise solely with respect to Tax Withholding if the Committee determines in good faith that to allow for a Net Exercise with respect to Tax Withholding would result in a material negative impact on the Company's and its subsidiaries, near-term liquidity needs;

(iv) in other property having a fair market value on the date of exercise equal to the Exercise Price,

(v) by means of a broker-assisted "cashless exercise" pursuant to which the Company is delivered a copy of irrevocable instructions to a stockbroker to sell the shares otherwise deliverable upon the exercise of the Option and to deliver promptly to the Company an amount equal to the Exercise Price; or

(vi) a combination of the methods set forth in this Section 7(d).

Notwithstanding the foregoing, if on the last day of the Option Period, the Fair Market Value exceeds the Exercise Price, the Participant has not exercised the Option, and the Option has not otherwise expired, such Option shall be deemed to have been Net Exercised by the Participant on such last day prior to the expiration of the Option Period and the Company shall make the appropriate payment therefor.

(e) Notice of Exercise. A Participant (or other person, as provided in Section 15(b)) may exercise an Option (for the shares of Common Stock represented thereby) granted under the Plan in whole or in part (but for the purchase of whole shares only), as provided in the Award Agreement evidencing his Option, by delivering a notice (the "Notice") to the Company in accordance with the Option exercise notice practices and procedures in effect at the Company from time to time. In accordance therewith, the Notice may include the following:

(i) that the Participant elects to exercise the Option;

(ii) the number of shares of Common Stock with respect to which the Option is being exercised (the "Option Shares");

(iii) the method of payment for the Option Shares (which method must be available to the Participant under the terms of his or her Award Agreement);

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(iv) the date upon which the Participant desires to consummate the purchase of the Option Shares (which date must be prior to the termination of such Option); and

(v) any additional provisions with respect to Notice consistent with the Plan as the Committee may from time to time require.

The exercise date of an Option shall be the date on which the Company receives the Notice and any payment due from the Participant.

(f) Notification upon Disqualifying Disposition of an Incentive Stock Option. Each Participant awarded an Incentive Stock Option under the Plan shall notify the Company in writing immediately after the date he makes a disqualifying disposition of any Common Stock acquired pursuant to the exercise of such Incentive Stock Option. A disqualifying disposition is any disposition (including, without limitation, any sale) of such Common Stock before the later of (A) two years after the Date of Grant of the Incentive Stock Option or (B) one year after the date of exercise of the Incentive Stock Option.

(g) Compliance With Laws, etc. Notwithstanding the foregoing, in no event shall a Participant be permitted to exercise an Option in a manner that the Committee determines would violate the Sarbanes-Oxley Act of 2002, or any other applicable law or the applicable rules and regulations of the SEC or the applicable rules and regulations of any securities exchange or inter-dealer quotation system on which the securities of the Company are listed or traded.

8. Stock Appreciation Rights.

(a) Generally. Each SAR granted under the Plan shall be evidenced by an Award Agreement. Each SAR so granted shall be subject to the conditions set forth in this Section 8, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement. Any Option granted under the Plan may include tandem SARs. The Committee also may award SARs to Eligible Persons independent of any Option.

(b) Vesting and Expiration. A SAR granted in connection with an Option shall become exercisable and shall expire according to the same vesting schedule and expiration provisions as the corresponding Option. A SAR

granted independent of an Option shall vest and become exercisable and shall expire in such manner and on such date or dates determined by the Committee and shall expire after such period, not to exceed ten years, as may be determined by the Committee (the "SAR Period"); *provided, however*, that notwithstanding any vesting dates set by the Committee, the Committee may, in its sole discretion, accelerate the exercisability of any SAR.

(c) Method of Exercise. SARs that have become exercisable may be exercised by delivery of written or electronic notice of exercise to the Company in accordance with the terms of the Award, specifying the number of SARs to be exercised and the date on which such SARs were awarded. Notwithstanding the foregoing, if on the last day of the Option Period (or in the case of a SAR independent of an option, the SAR Period), the Fair Market Value exceeds the Strike Price, the Participant has not exercised the SAR or the corresponding Option (if applicable), and neither the SAR nor the corresponding Option (if applicable) has expired, such SAR shall be deemed to have been exercised by the Participant on such last day and the Company shall make the appropriate payment therefor.

(d) Payment. Upon the exercise of a SAR, the Company shall pay to the Participant an amount equal to the number of shares subject to the SAR that are being exercised multiplied by the excess, if any, of the Fair Market Value of one share of Common Stock on the exercise date over the Strike Price, less an amount equal to any Tax Withholding obligations of the Participant. The Company shall pay such amount in cash, in shares of Common Stock valued at Fair Market Value, or any combination thereof, as determined by the Committee.

9. Restricted Stock and Restricted Stock Units.

(a) Generally. Each grant of Restricted Stock and Restricted Stock Units shall be evidenced by an Award Agreement. Each such grant shall be subject to the conditions set forth in this Section 9, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement.

(b) Book Entry and Stock Certificates; Escrow or Similar Arrangement. Upon the grant of Restricted Stock, the Committee shall cause a Participant's ownership to be recognized through uncertificated book entry. If the



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Company elects to issue stock certificates, then stock certificates registered in the name of the Participant shall be issued and, if the Committee determines that the Restricted Stock shall be held by the Company or in escrow rather than delivered to the Participant pending the release of the applicable restrictions, the Committee may require the Participant to additionally execute and deliver to the Company (i) an escrow agreement satisfactory to the Committee, if applicable, and (ii) the appropriate stock power (endorsed in blank) with respect to the Restricted Stock covered by such agreement. If a Participant shall fail to execute an agreement evidencing an Award of Restricted Stock and, if applicable, an escrow agreement and blank stock power within the amount of time specified by the Committee, the Award shall be null and void. Subject to the restrictions set forth in this Section 9 and the applicable Award Agreement, the Participant generally shall have the rights and privileges of a stockholder as to such Restricted Stock, including without limitation the right to vote such Restricted Stock. To the extent shares of Restricted Stock are forfeited, any stock certificates issued to the Participant evidencing such shares shall be returned to the Company, and all rights of the Participant to such shares and as a stockholder with respect thereto shall terminate without further obligation on the part of the Company.

(c) Vesting. The Restricted Stock Period with respect to any shares of Restricted Stock shall lapse and the Restricted Stock Units shall vest in such manner and on such date or dates as determined by the Committee.

(d) Delivery of Restricted Stock and Settlement of Restricted Stock Units.

(i) Upon the expiration of the Restricted Period with respect to any shares of Restricted Stock, the restrictions set forth in the applicable Award Agreement shall be of no further force or effect with respect to such shares, except as set forth in the applicable Award Agreement. If an escrow arrangement is used, upon such expiration, the Company shall deliver to the Participant, or his beneficiary, without charge, the stock certificate evidencing the shares of Restricted Stock that have not then been forfeited and with respect to which the Restricted Period has expired (rounded down to the nearest full share). Dividends, if any, that may have been withheld by the Committee and attributable to any particular share of Restricted Stock shall be distributed to the Participant in cash or, at the sole discretion of the

Committee, in shares of Common Stock having a Fair Market Value equal to the amount of such dividends, upon the release of restrictions on such share and, if such share is forfeited, the Participant shall have no right to such dividends (except as otherwise set forth by the Committee in the applicable Award Agreement).

(ii) Unless otherwise provided by the Committee in an Award Agreement, upon the expiration of the Restricted Period with respect to any outstanding Restricted Stock Units, the Company shall deliver to the Participant, or his beneficiary, without charge, one share of Common Stock for each such outstanding Restricted Stock Unit; *provided, however*, that the Committee may, in its sole discretion, provide in an Award Agreement the Company's ability to elect to (A) pay cash or part cash and part Common Stock in lieu of delivering only shares of Common Stock in respect of such Restricted Stock Units or (B) defer the delivery of Common Stock (or cash or part Common Stock and part cash, as the case may be) beyond the expiration of the Restricted Period. If a cash payment is made in lieu of delivering shares of Common Stock, the amount of such payment shall be equal to the Fair Market Value of the Common Stock as of the date on which the Restricted Period lapsed with respect to such Restricted Stock Units, less an amount equal to any Tax Withholding obligations of the Participant.

(e) Legends on Restricted Stock. To the extent applicable, all book entries (or stock certificates, if any) representing Restricted Stock awarded under the Plan shall bear a book entry notation or legend substantially in the form of the following in addition to any other information the Company deems appropriate until the lapse of all restrictions with respect to such Common Stock:

TRANSFER OF THIS CERTIFICATE AND THE SHARES REPRESENTED HEREBY IS RESTRICTED PURSUANT TO THE TERMS OF THE ARAMARK THIRD AMENDED AND RESTATED 2013 STOCK INCENTIVE PLAN AND A RESTRICTED STOCK AWARD AGREEMENT, BETWEEN ARAMARK AND PARTICIPANT. A COPY OF SUCH PLAN AND AWARD AGREEMENT IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICES OF ARAMARK.

10. Stock Bonus Awards; Deferred Stock Units; Dividend Equivalents.

(a) Stock Bonus Awards. The Committee may issue unrestricted Common Stock, or other Awards denominated in Common Stock under the Plan to Eligible Persons, either alone or in tandem with other awards, in such amounts as the Committee shall from time to time in its sole discretion determine. Each Stock Bonus Award granted under

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the Plan shall be evidenced by an Award Agreement. Each Stock Bonus Award so granted shall be subject to such conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement.

(b) Deferred Stock Units. Each grant of Deferred Stock Units shall be evidenced by an Award Agreement. Each such grant shall be subject to the conditions set forth in this Section 10(b), and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement. Each Deferred Stock Unit shall entitle the holder thereof to receive one share of Common Stock on the date the Deferred Stock Unit becomes vested or upon a specified settlement date thereafter (which settlement date may (but is not required to) be the date of the Participant's Termination of Relationship). Shares of Common Stock underlying a Deferred Stock Unit award which is subject to a vesting schedule or other conditions or criteria set by the Committee shall not be issued until on or following the date that those conditions and criteria have been satisfied. Unless otherwise provided by the Committee, a holder of Deferred Stock Units shall have no rights as a Company stockholder with respect to such Deferred Stock Units until such time as the Award has vested and any other applicable conditions and/or criteria have been satisfied and the shares of Common Stock underlying the Award have been issued to the Holder.

(c) Dividend Equivalents. Dividend Equivalents may be granted by the Committee based on dividends declared on the Common Stock, to be credited as of dividend payment dates during the period between the date an Award is granted to a Participant and the date such Award vests, is exercised, is distributed or expires, as determined by the Committee. Such Dividend Equivalents shall be converted to cash, additional Awards or additional shares of Common Stock by such formula and at such time and subject to such limitations as may be determined by the Committee. No Dividend Equivalent shall be payable with respect to any Award unless

specified by the Committee in the Award Agreement. Notwithstanding the above, no Dividend Equivalents shall be payable with respect to outstanding (i) Options or SARs or (ii) unearned Awards subject to vesting conditions unless and until the corresponding Award has vested in accordance with its terms.

11. Performance Compensation Awards.

(a) Generally. The Committee shall have the authority, at the time of grant of any Award described in Sections 7 through 10 of the Plan, to grant a performance-based Award as a Performance Compensation Award. The Committee shall have the authority to make an award of a cash bonus to any Participant and designate such Award as a Performance Compensation Award.

(b) Discretion of Committee with Respect to Performance Compensation Awards. With regard to a particular Performance Period, the Committee shall have sole discretion to select the length of such Performance Period, the type(s) of Performance Compensation Awards to be issued, the Performance Criteria that will be used to establish the Performance Goal(s), the kind(s) and/or level(s) of the Performance Goals(s) that is (are) to apply and the Performance Formula.

(c) Performance Criteria. The Performance Criteria that will be used to establish the Performance Goal(s) shall be based on the attainment of target levels of, a targeted percentage increase in, or solely the achievement of, one or more of the following Company or business group measures (all capitalized terms not defined herein shall have the meanings contained in the Company's audited financial statements for the relevant performance period as such terms and definitions may be expressly modified and established by the Committee with respect to the relevant performance period): (i) Earnings Before Interest and Taxes ("EBIT"), (ii) Return on Net Assets ("RONA"), (iii) Net Income, (iv) After Tax Return on Investment ("ATROI"), (v) Sales, (vi) Revenues, (vii) Earnings Per Share, (viii) Total Shareholder Return, (ix) Return on Equity ("ROE"), (x) Return on Investment ("ROI"), (xi) Total Business Return, (xii) Return on Gross Investment ("ROGI"), (xiii) Operating Cash Flow, (xiv) Free Cash Flow, (xv) Operating Income, (xvi) Pretax Income, (xvii) Return on Invested Capital ("ROIC"), (xviii) stock price appreciation, (xix) Earnings Before Interest, Taxes, Depreciation and Amortization ("EBITDA") or (xx) Margin based upon any of EBIT, Operating Income, Pretax Income, EBITDA or any other profit measure. The measures may be based on absolute Company performance or Company performance relative to a peer group or other external measure of selected performance. Performance Criteria that are financial metrics may be determined in accordance with United States Generally Accepted Accounting Principles ("GAAP") or financial metrics that are based on, or able to be derived from GAAP, and may be adjusted when established (or at any time thereafter) to include or exclude any items otherwise includable or excludable under GAAP. The Committee also has the authority to provide for accelerated vesting of any Award based on the achievement of Performance Goals pursuant to the Performance Criteria specified in this paragraph. The Committee shall define in an objective



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fashion the manner of calculating the Performance Criteria it selects to use for such Performance Period and thereafter promptly communicate such Performance Criteria to the Participant.

(d) Modification of Performance Goal(s). In the event that applicable tax and/or securities laws permit Committee discretion to alter the governing Performance Criteria without obtaining stockholder approval of such alterations, the Committee shall have sole discretion to make such alterations without obtaining stockholder approval. The Committee is authorized at any time, in its sole discretion, to adjust or modify the calculation of a Performance Goal for such Performance Period, based on and in order to appropriately reflect the following events:

(i) a change in accounting standards or principles, (ii) a significant acquisition or divestiture, (iii) a significant capital transaction, or (iv) any other unusual, infrequently occurring, nonrecurring items, to the extent such adjustments are stated at the time that the performance goals are determined. The Committee may also adjust, upward or downward, as applicable, the Performance Goals to reflect any other item or event, so long as any such item or event is separately identified as an item or event requiring adjustment of such Performance Goals at the time the Performance Goals are determined.

(e) Payment of Performance Compensation Awards.

(i) Condition to Receipt of Payment. Unless otherwise provided in the applicable Award Agreement, a Participant must be employed by the Company on the last day of a Performance Period to be eligible for payment in respect of a Performance Compensation Award for such Performance Period.

(ii) Limitation. A Participant shall be eligible to receive payment in respect of a Performance Compensation Award only to the extent that: (A) the Performance Goals for such period are achieved; and (B) all or some of the portion of such Participant's Performance Compensation Award has been earned for the Performance Period based on the application of the Performance Formula to such achieved Performance Goals.

(iii) Certification. Following the completion of a Performance Period, the Committee shall review and certify in writing whether, and to what extent, the Performance Goals for the Performance Period have been achieved and, if so, calculate and certify in writing that amount of the Performance Compensation Awards earned for the period based upon the Performance Formula. The Committee shall then determine the amount of each Participant's Performance Compensation Award actually payable for the Performance Period and, in so doing, may apply Negative Discretion.

(iv) Use of Negative Discretion. In determining the actual amount of an individual Participant's Performance Compensation Award for a Performance Period, the Committee may reduce or eliminate the amount of the Performance Compensation Award earned under the Performance Formula in the Performance Period through the use of Negative Discretion if, in its sole judgment, such reduction or elimination is appropriate. The Committee shall not have the discretion, except as is otherwise provided in the Plan, to (A) grant or provide payment in respect of Performance Compensation Awards for a Performance Period if the Performance Goals for such Performance Period have not been attained; or (B) increase a Performance Compensation Award above the applicable limitations set forth in Section 5 of the Plan.

(f) Timing of Award Payments. Performance Compensation Awards granted for a Performance Period shall be paid to Participants as soon as administratively practicable following completion of the certifications required by this Section 11, but in no event later than two-and-one-half months following the end of the fiscal year during which the Performance Period is completed.

12. Changes in Capital Structure and Similar Events. In the event of (a) any stock dividend, extraordinary cash dividend or other distribution (whether in the form of securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, split-off, combination, repurchase or exchange of shares of Common Stock or other securities of the Company, issuance of warrants or other rights to acquire shares of Common Stock or other securities of the Company, or other similar corporate transaction or event (including, without limitation, a Change of Control) that affects the shares of Common Stock, or (b) unusual or nonrecurring events (including, without limitation, a Change of Control) affecting the Company, any of its Affiliates, or the financial statements of the Company or any of its Affiliates, or changes in applicable rules, rulings, regulations or other requirements of any governmental body or securities exchange or inter-dealer quotation system, accounting

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principles or law, such that in either case an adjustment is determined by the Committee in its sole discretion to be necessary or appropriate, then the Committee shall make any such adjustments in such manner as it may deem equitable, including without limitation any or all of the following:

(i) adjusting any or all of (A) the number of shares of Common Stock or other securities of the Company (or number and kind of other securities or other property) that may be delivered in respect of Awards or with respect to which Awards may be granted under the Plan (including, without limitation, adjusting any or all of the limitations under Section 5 of the Plan) and (B) the terms of any outstanding Award, including, without limitation, (1) the number of shares of Common Stock or other securities of the Company (or number and kind of other securities or other property) subject to outstanding Awards or to which outstanding Awards relate, (2) the Exercise Price or Strike Price with respect to any Award or (3) any applicable performance measures (including, without limitation, Performance Criteria and Performance Goals);

(ii) providing for a substitution or assumption of Awards, accelerating the exercisability of, lapse of restrictions on, or termination of, Awards or providing for a period of time for exercise prior to the occurrence of such event; and

(iii) cancelling any one or more outstanding Awards and causing to be paid to the holders thereof, in cash, shares of Common Stock, other securities or other property, or any combination thereof, the value of such Awards, if any, as determined by the Committee (which if applicable may be based upon the price per share of Common Stock received or to be received by other stockholders of the Company in such event), including without limitation, in the case of an outstanding Option or SAR, a cash payment in an amount equal to the excess, if any, of the Fair Market Value (as of a date specified by the Committee) of the shares of Common Stock subject to such Option or SAR over the aggregate Exercise Price or Strike Price of such Option or SAR, respectively (it being understood that, in such event, any Option or SAR having a per share Exercise Price or Strike Price equal to, or in excess of, the Fair Market Value of a share of Common Stock subject thereto may be canceled and terminated without any payment or consideration therefor).

For the avoidance of doubt, in the case of any "equity restructuring" (within the meaning of the Financial Accounting Standards Board (FASB) Statement of Financial Accounting Standards Codification Topic 718, Stock Compensation), the Committee shall make an equitable or proportionate adjustment to outstanding Awards to reflect such equity restructuring. Any adjustment in Incentive Stock Options under this Section 12 (other than any cancellation of Incentive Stock Options) shall be made only to the extent not constituting a "modification" within the meaning of Section 424(h)(3) of the Code, and any adjustments under this Section 12 shall be made in a manner that does not adversely affect the exemption provided pursuant to Rule 16b-3 under the Exchange Act, to the extent applicable. The Company shall give each Participant notice of an adjustment hereunder and, upon notice, such adjustment shall be conclusive and binding for all purposes.

13. Effect of Change of Control. Except to the extent otherwise provided in an Award Agreement, in the event of (i) the occurrence of a Change of Control, and (ii) thereafter, a Termination of Relationship of any given Participant by the Company or any of its Affiliates (or successors in interest) without Cause or by the Participant for Good Reason that occurs prior to the second anniversary of the date of such Change of Control, then notwithstanding any other provision of the Plan to the contrary, with respect to all or any portion of the Participant's then outstanding Award or Awards:

- (a) the then outstanding Options and SARs shall become immediately exercisable on the date of the Termination of Relationship;
- (b) the Restricted Period shall expire on the date of the Termination of Relationship (which includes, without limitation the waiver of any applicable Performance Goals);
- (c) Performance Periods in effect on of the date of the Termination of Relationship occurs shall end on such date, and with respect to each such Performance Period, all applicable Performance Goals shall be deemed to have been achieved at the applicable "target" levels of performance have been attained; and
- (d) All Awards that have been previously deferred shall be settled in full as soon as practicable, but if any only if, with respect to any Award which provides for the deferral of compensation and is subject to Section 409A of the Code, (i) such Termination of Relationship occurs prior to the second anniversary of the Change of Control and



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(II) such settlement does not contradict any pre-existing deferral election under any other plan, program or arrangement of the Company or any of its Affiliates then in effect.

To the extent practicable, any actions taken by the Committee under the immediately preceding clauses (a) through (d) shall occur in a manner and at a time which allows affected Participants the ability to participate in the Change of Control transactions with respect to the Common Stock subject to their Awards.

14. Amendments and Termination.

(a) Amendment and Termination of the Plan. The Board may amend, alter, suspend, discontinue, or terminate the Plan or any portion thereof at any time; *provided*, that (i) no amendment to Section 11(c) or Section 14(b) (to the extent required by the proviso in such Section 14(b)) shall be made without stockholder approval and (ii) no such amendment, alteration, suspension, discontinuation or termination shall be made without stockholder approval if such approval is necessary to comply with any tax or regulatory requirement applicable to the Plan (including, without limitation, as necessary to comply with any rules or requirements of any securities exchange or interdealer quotation system on which the shares of Common Stock may be listed or quoted); *provided, further*, that any such amendment, alteration, suspension, discontinuance or termination that would materially and adversely affect the rights of any Participant or any holder or beneficiary of any Award theretofore granted shall not to that extent be effective without the consent of the affected Participant, holder or beneficiary.

(b) Amendment of Award Agreements. The Committee may, to the extent consistent with the terms of any applicable Award Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any Award theretofore granted or the associated Award Agreement, prospectively or retroactively; *provided*, that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially and adversely affect the rights of any Participant with respect to any Award theretofore granted shall not to that extent be effective without the consent of the affected Participant; *provided, further*, that without stockholder approval, except as otherwise permitted under Section 12 of the Plan, (i) no amendment or modification may reduce the Exercise Price of any Option or the Strike Price of any SAR, and (ii) the Committee may not cancel any outstanding Option or SAR when the per share Exercise Price or Strike Price exceeds the Fair Market Value in exchange for cash or another Award, and the Committee may not take any other action that is considered a "repricing" for purposes of the stockholder approval rules of the applicable securities exchange or inter-dealer quotation system on which the Common Stock is listed or quoted.

(c) Extension of Termination Date. A Participant's Award Agreement may provide that if the exercise of the Option or SAR, as applicable, following the Participant's Termination of Relationship (other than upon the Participant's death or Disability) would be prohibited at any time solely because the issuance of shares of Common Stock would violate the registration requirements under the Securities Act, or any other requirements of applicable law, then the Option shall terminate on the earlier of (i) the expiration of the term of the Option set forth in Section 7(c) and (ii) the expiration of a period of 30 days after the Participant's Termination of Relationship during which the exercise of the Option would not be in violation of such registration requirements or other applicable requirements.

(d) Restriction on Grant of Awards. No Awards may be granted during any period of suspension or after termination of the Plan, and in no event may any Award be granted under the Plan after the tenth anniversary of the Effective Date.

15. General.

(a) Award Agreements. Each Award under the Plan shall be evidenced by an Award Agreement, which shall specify the terms and conditions of the Award and any rules applicable thereto, including without limitation, the effect on such Award of the death, Disability or Termination of Relationship of a Participant, or of such other events as may be determined by the Committee. The terms of any Award issued hereunder shall be binding upon the executors, administrators, beneficiaries, successors and assigns of the Participant.

(b) Nontransferability.

(i) Each Award shall be exercisable only by a Participant during the Participant's lifetime, or, if permissible under applicable law, by the Participant's legal guardian or representative. No Award may be assigned,

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alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any

of its Affiliates; *provided*, that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

(ii) Notwithstanding the foregoing, the Committee may, in its sole discretion, permit Awards (other than Incentive Stock Options) to be transferred by a Participant, without consideration, subject to such rules as the Committee may adopt consistent with any applicable Award Agreement to preserve the purposes of the Plan, to: (A) any person who is a "family member" of the Participant, as such term is used in the instructions to Form S-8 under the Securities Act (collectively, the "Immediate Family Members"); (B) a trust solely for the benefit of the Participant and his or her Immediate Family Members; or (C) a partnership or limited liability company whose only partners or stockholders are the Participant and his or her Immediate Family Members; or (D) any other transferee as may be approved either (I) by the Board or the Committee in its sole discretion, or (II) as provided in the applicable Award Agreement (each transferee described in clauses (A), (B) (C) and (D) above is hereinafter referred to as a "Permitted Transferee"); *provided*, that the Participant gives the Committee advance written notice describing the terms and conditions of the proposed transfer and the Committee notifies the Participant in writing that such a transfer would comply with the requirements of the Plan.

(iii) The terms of any Award transferred in accordance with the immediately preceding sentence shall apply to the Permitted Transferee and any reference in the Plan, or in any applicable Award Agreement, to a Participant shall be deemed to refer to the Permitted Transferee, except that (A) Permitted Transferees shall not be entitled to transfer any Award, other than by will or the laws of descent and distribution; (B) Permitted Transferees shall not be entitled to exercise any transferred Option unless there shall be in effect a registration statement on an appropriate form covering the shares of Common Stock to be acquired pursuant to the exercise of such Option if the Committee determines, consistent with any applicable Award Agreement, that such a registration statement is necessary or appropriate; (C) the Committee or the Company shall not be required to provide any notice to a Permitted Transferee, whether or not such notice is or would otherwise have been required to be given to the Participant under the Plan or otherwise; and (D) the satisfaction of any applicable vesting conditions and consequences of the Participant's Termination of Relationship under the terms of the Plan and the applicable Award Agreement shall continue to be applied with respect to the Participant, including, without limitation, that an Option or SAR shall be exercisable by the Permitted Transferee only if such Option or SAR has vested due to the Participant's satisfaction of the applicable vesting criteria and only to the extent, and for the periods, specified in the Plan and the applicable Award Agreement.

(c) Tax Withholding.

(i) A Participant shall be required to pay to the Company or any of its Affiliates, and the Company or any of its Affiliates shall have the right and is hereby authorized to withhold, from any cash, shares of Common Stock, other securities or other property deliverable under any Award or from any compensation or other amounts owing to a Participant, the amount (in cash, Common Stock, other securities or other property) of any required withholding taxes in respect of an Award, its exercise, or any payment or transfer under an Award or under the Plan and to take such other action as may be necessary in the opinion of the Committee or the Company to satisfy all obligations for the payment of such withholding and taxes.

(ii) Without limiting the generality of clause (i) above, the Committee shall, in its sole discretion, permit a Participant to satisfy, in whole or in part, the foregoing withholding liability by (i) the deduction from any amount payable to the Participant in cash or the delivery of shares of Common Stock owned by the Participant having a Fair Market Value equal to such withholding liability, or (ii) having the Company withhold from the number of shares of Common Stock otherwise issuable or deliverable pursuant to the exercise or settlement of the Award, including, for the avoidance of doubt, shares redeemed as part of a Net Exercise settlement, a number of shares with a Fair Market Value equal to such withholding liability (but no more than the minimum required statutory withholding liability or, if permitted by the Committee, such other rate as will not cause adverse accounting consequences and is permitted under applicable IRS withholding rules); *provided, however*, that in such event, the Committee may exercise its discretion to limit or prohibit the use



of shares of Common Stock for such Tax Withholding if the Committee determines in good faith that to allow for the use of such shares with respect to Tax Withholding would result in a material negative impact on the Company's and its Affiliates' near-term liquidity needs.

(d) *No Claim to Awards; No Rights to Continued Employment; Waiver.* No employee of the Company or any of its Affiliates, or other person, shall have any claim or right to be granted an Award under the Plan or, having been selected for the grant of an Award, to be selected for a grant of any other Award. There is no obligation for uniformity of treatment of Participants or holders or beneficiaries of Awards. The terms and conditions of Awards and the Committee's determinations and interpretations with respect thereto need not be the same with respect to each Participant and may be made selectively among Participants, whether or not such Participants are similarly situated. Neither the Plan nor any action taken hereunder shall be construed as giving any Participant any right to be retained in the employ or service of the Company or any of its Affiliates, nor shall it be construed as giving any Participant any rights to continued service on the Board. The Company or any of its Affiliates may at any time dismiss a Participant from employment or discontinue any consulting relationship, free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan or any Award Agreement. By accepting an Award under the Plan, a Participant shall thereby be deemed to have waived any claim to continued exercise or vesting of an Award or to damages or severance entitlement related to non-continuation of the Award beyond the period provided under the Plan or any Award Agreement, notwithstanding any provision to the contrary in any written employment contract or other agreement between the Company and its Affiliates and the Participant, whether any such agreement is executed before, on or after the Date of Grant.

(e) *International Participants.* With respect to Participants who reside or work outside of the United States of America, the Committee may in its sole discretion amend the terms of the Plan or outstanding Awards with respect to such Participants in order to conform such terms with the requirements of local law or to obtain more favorable tax or other treatment for a Participant, the Company or its Affiliates.

(f) *Designation and Change of Beneficiary.* Each Participant may file with the Committee a written designation of one or more persons as the beneficiary(ies) who shall be entitled to receive the amounts payable with respect to an Award, if any, due under the Plan upon his death. A Participant may, from time to time, revoke or change his beneficiary designation without the consent of any prior beneficiary by filing a new designation with the Committee. The last such designation received by the Committee shall be controlling; *provided, however,* that no designation, or change or revocation thereof, shall be effective unless received by the Committee prior to the Participant's death, and in no event shall it be effective as of a date prior to such receipt. If no beneficiary designation is filed by a Participant, the beneficiary shall be deemed to be his or her spouse or, if the Participant is unmarried at the time of death, his or her estate.

(g) *Termination of Relationship.*

(i) Unless determined otherwise by the Committee, neither a temporary absence from employment or service due to illness, vacation or leave of absence nor a transfer from employment or service with the Company to employment or service with any of its Affiliates (or vice-versa) shall be considered a Termination of Relationship with the Company or such Affiliate.

(ii) Notwithstanding anything in this Plan to the contrary, with respect to any Award, a Termination of Relationship shall not be deemed to have occurred if a Participant remains an employee or a member of the Board of the Company or any Affiliate, but a Termination of Relationship shall be deemed to have occurred if a Participant terminates employment but remains a consultant of the Company or any Affiliate; *provided* that this paragraph shall not be effective if its existence or its application would result in imposition of taxes under Section 409A of the Code.

(h) *No Rights as a Stockholder.* Except as otherwise specifically provided in the Plan or any Award Agreement, no person shall be entitled to the privileges of ownership in respect of shares of Common Stock that are subject to Awards hereunder until such shares have been issued or delivered to that person.

(i) *Government and Other Regulations.*

(i) The obligation of the Company to settle Awards in Common Stock or other consideration shall be subject to all applicable laws, rules, and regulations, and to such approvals by governmental agencies as may be required.

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Notwithstanding any terms or conditions of any Award to the contrary, the Company shall be under no obligation to offer to sell or to sell, and shall be prohibited from offering to sell or selling, any shares of Common Stock pursuant to an Award unless such shares have been properly registered for sale pursuant to the Securities Act with the SEC or unless the Company has received an opinion of counsel, satisfactory to the Company, that such shares may be offered or sold without such registration pursuant to an available exemption therefrom and the terms and conditions of such exemption have been fully complied with. The Company shall be under no obligation to register for sale under the Securities Act any of the shares of Common Stock to be offered or sold under the Plan. The Committee shall have the authority to provide that all certificates for shares of Common Stock or other securities of the Company or any of its Affiliates delivered under the Plan shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan, the applicable Award Agreement, the federal securities laws, or the rules, regulations and other requirements of the SEC, any securities exchange or inter-dealer quotation system upon which such shares or other securities are then listed or quoted and any other applicable federal, state, local or non-U.S. laws, and, without limiting the generality of Section 9 of the Plan, the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions. Notwithstanding any provision in the Plan to the contrary, the Committee reserves the right to add any additional terms or provisions to any Award granted under the Plan that it in its sole discretion deems necessary or advisable in order that such Award complies with the legal requirements of any governmental entity to whose jurisdiction the Award is subject.

(ii) The Committee may cancel an Award or any portion thereof if it determines, in its sole discretion, that legal or contractual restrictions and/or blockage and/or other market considerations would make the Company's acquisition of shares of Common Stock from the public markets, the Company's issuance of Common Stock to the Participant, the Participant's acquisition of Common Stock from the Company and/or the Participant's sale of Common Stock to the public markets, illegal, impracticable or inadvisable. If the Committee determines to cancel all or any portion of an Award in accordance with the foregoing, the Company shall pay to the Participant an amount equal to the excess of (A) the aggregate Fair Market Value of the shares of Common Stock subject to such Award or portion thereof canceled (determined as of the applicable exercise date, or the date that the shares would have been vested or delivered, as applicable), over (B) the aggregate Exercise Price or Strike Price (in the case of an Option or SAR, respectively) or any amount payable as a condition of delivery of shares of Common Stock (in the case of any other Award). Such amount shall be delivered to the Participant as soon as practicable following the cancellation of such Award or portion thereof.

(j) Payments to Persons Other Than Participants. If the Committee shall find that any person to whom any amount is payable under the Plan is unable to care for his affairs because of illness or accident, or is a minor, or has died, then any payment due to such person or his estate (unless a prior claim therefor has been made by a duly appointed legal representative) may, if the Committee so directs the Company, be paid to his spouse, child, relative, an institution maintaining or having custody of such person, or any other person deemed by the Committee to be a proper recipient on behalf of such person otherwise entitled to payment. Any such payment shall be a complete discharge of the liability of the Committee and the Company therefor.

(k) Nonexclusivity of the Plan. Neither the adoption of this Plan by the Board nor the submission of this Plan to the stockholders of the Company for approval shall be construed as creating any limitations on the power of the Board to adopt such other incentive arrangements as it may deem desirable, including, without limitation, the granting of stock options or other awards otherwise than under this Plan, and such arrangements may be either applicable generally or only in specific cases.

(l) No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any of its Affiliates, on the one hand, and a Participant or other person or entity, on the other hand. No provision of the Plan or any Award shall require the Company, for the purpose of satisfying any obligations under the Plan, to purchase assets or place any assets in a trust or other entity to which contributions are made or otherwise to segregate any assets, nor shall the Company maintain separate bank accounts, books, records or other evidence of the existence of a segregated or separately maintained or administered fund for such purposes. Participants shall have no rights under the Plan other than as unsecured general creditors of the Company, except that insofar as they may have become entitled to payment of additional compensation by performance of services, they shall have the same rights as other employees under general law.

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(m) Reliance on Reports. Each member of the Committee and each member of the Board shall be fully justified in acting or failing to act, as the case may be, and shall not be liable for having so acted or failed to act in good faith, in reliance upon any report made by the independent public accountant of the Company and its Affiliates and/or any other information furnished in connection with the Plan by any agent of the Company or the Committee or the Board, other than himself.

(n) Relationship to Other Benefits. No payment under the Plan shall be taken into account in determining any benefits under any pension, retirement, profit sharing, group insurance or other benefit plan of the Company except as otherwise specifically provided in such other plan.

(o) Governing Law. All questions concerning the construction, interpretation and validity of the Plan and the instruments evidencing the Awards granted hereunder shall be governed by and construed and enforced in accordance with the domestic laws of the Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware will control the interpretation and construction of this Plan, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

(p) Severability. If any provision of the Plan or any Award or Award Agreement is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any person or entity or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be construed or deemed stricken as to such jurisdiction, person or entity or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

(q) Obligations Binding on Successors. The obligations of the Company under the Plan shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company.

(r) Expenses; Gender; Titles and Headings. The expenses of administering the Plan shall be borne by the Company and its Affiliates. Masculine pronouns and other words of masculine gender shall refer to both men and women. The titles and headings of the sections in the Plan are for convenience of reference only, and in the event of any conflict, the text of the Plan, rather than such titles or headings shall control.

(s) Other Agreements. Notwithstanding the above, the Committee may require, as a condition to the grant of and/or the receipt of shares of Common Stock under an Award, that the Participant execute lock-up, stockholder or other agreements, as it may determine in its sole and absolute discretion.

(t) Payments. Participants shall be required to pay, to the extent required by applicable law, any amounts required to receive shares of Common Stock under any Award made under the Plan.

(u) Non-Qualified Deferred Compensation. To the extent applicable and notwithstanding any other provision of this Plan, this Plan and Awards hereunder shall be administered, operated and interpreted in accordance with Section 409A of the Code. Further, if any Award is subject to Section 409A of the Code, (a) references under the Plan or the applicable Award Agreement to the Participant's Termination of Relationship shall be deemed to refer to the date upon which the Participant has experienced a "separation from service" within the meaning of Section 409A of the Code and (b) any installment of Shares or cash due under any such Award shall constitute a "separate payment" within the meaning of Section 409A of the Code. In addition, if at the time of the Participant's separation from service with the Company, the Participant is a "specified employee" as defined in Section 409A of the Code, and the deferral of the commencement of any payments or benefits otherwise payable under any Award as a result of such separation from service is necessary in order to prevent the imposition of any accelerated or additional tax under Section 409A of the Code, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such

payments or benefits ultimately paid or provided to the Participant) to the minimum extent necessary to satisfy Section 409A of the Code until the date that is six months and one day following the Participant's separation

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from service with the Company (or the earliest date as is permitted under Section 409A of the Code), if such payment or benefit is payable upon a Termination of Relationship. In addition, and notwithstanding any provision of the Plan to the contrary, in the event that the Committee determines that any amounts payable hereunder will be taxable to a Participant under Section 409A of the Code prior to the payment and/or delivery to such Participant of such amount, the Company may (i) adopt such amendments to the Plan and related Award Agreement, and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Committee determines necessary or appropriate to preserve the intended tax treatment of the benefits provided by the Plan and Awards hereunder and/or (ii) take such other actions as the Committee determines necessary or appropriate to comply with the requirements of Section 409A of the Code. No action shall be taken under this Plan which shall cause an Award to fail to comply with Section 409A of the Code, to the extent applicable to such Award. However, in no event shall any member of the Board, the Company or any of its Affiliates (including their respective employees, officers, directors or agents) have any liability to any Participant (or any other person) with respect to this Section 15(v).

(v) Claw-back Provisions. All Awards (including any proceeds, gains or other economic benefit actually or constructively received by the Participant upon any receipt or exercise of any Award or upon the receipt or resale of any shares of Common Stock underlying the Award) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of applicable law, including without limitation the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder, to the extent set forth in such claw-back policy and/or in the applicable Award Agreement.

(w) No Liability with Respect to Any Corporate Action. Subject to Section 15(v), nothing contained in the Plan or in any Award Agreement will be construed to prevent the Company or any Affiliate of the Company from taking any corporate action which is deemed by the Company or by its Affiliates to be appropriate or in its best interest and no Participant or beneficiary of a Participant will have any claim against the Company or any affiliate as a result of any such corporate action.

(x) Affiliate Employees. In the case of a grant of an Award to an employee or consultant of any Affiliate of the Company, the Company may, if the Committee so directs, issue or transfer the shares of Common Stock, if any, covered by the Award to the Affiliate, for such lawful consideration as the Committee may specify, upon the condition or understanding that the Affiliate will transfer the shares of Common Stock to the employee or consultant in accordance with the terms of the Award specified by the Committee pursuant to the provisions of the Plan. All shares of Common Stock underlying Awards that are forfeited or canceled shall revert to the Company.

(y) Foreign Employees and Foreign Law Considerations. The Committee may grant Awards to individuals who are eligible to participate in the plan who are foreign nationals, who are located outside the United States or who are not compensated from a payroll maintained in the United States, or who are otherwise subject to (or could cause the Company to be subject to) legal or regulatory provisions of countries or jurisdictions outside the United States, on such terms and conditions different from those specified in the Plan as may, in the judgment of the Committee, be necessary or desirable to foster and promote achievement of the purposes of the Plan, and, in furtherance of such purposes, the Committee may make such modifications, amendments, procedures, or subplans as may be necessary or advisable to comply with such legal or regulatory provisions.

(z) No Fractional Shares. No fractional shares of Common Stock shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities or other property shall be paid or transferred in lieu of any fractional shares, or whether such fractional shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

As adopted and approved by the Board of Directors of Aramark on December 10, 2020 and December 21, 2020 and the stockholders of Aramark on February 2, 2021 to be effective as of February 2, 2021.

FORM OF NON-QUALIFIED STOCK OPTION AWARD (this "Award") dated as of the Date of Grant set forth on the Certificate of Grant to which this Award is attached (the "Grant Date") between Aramark (formerly known as ARAMARK HOLDINGS CORPORATION), a Delaware corporation (the "Company"), and the Participant set forth on the Certificate of Grant of the Options attached to this Award and made a part hereof (the "Certificate of Grant").

WHEREAS, the Company, acting through the Committee (as such term is defined in the Plan) or a subcommittee thereof, has agreed to grant to the Participant, as of the Grant Date, an option under the Company Amended and Restated 2013 Stock Incentive Plan (as may be amended, the "Plan") to purchase a number of shares of Common Stock on the terms and subject to the conditions set forth in this Award, the Certificate of Grant and the Plan.

NOW, THEREFORE, in consideration of the promises and agreements contained in this Award:

Section 1. The Plan. The terms and provisions of the Plan are hereby incorporated into this Award as if set forth herein in their entirety. In the event of a conflict between any provision of this Award and the Plan, the provisions of the Plan shall control. A copy of the Plan has been provided to the Participant. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Plan and the Certificate of Grant.

Section 2. Option Award; Exercise Price; Exercise of Vested Option. Effective on the Grant Date, on the terms and subject to the conditions of the Plan and this Award, the Company hereby grants to the Participant the option to purchase the number of Shares set forth on the Certificate of Grant (the "Option"), at the Exercise Price equal to the Exercise Price as set forth on the Certificate of Grant. Upon any exercise of any portion of any Vested Options, the payment of the Exercise Price may be made, at the election of the Participant, in any manner specified under Section 7(d) of the Plan, as such section is in effect on the Grant Date. The Option is not intended to qualify for federal income tax purposes as an "incentive stock option" within the meaning of Section 422 of the Code.

Section 3. Term. The term of the Option (the "Option Term") shall commence on the Grant Date and expire on the Expiration Date set forth on the Certificate of Grant, unless the Option shall have sooner been terminated in accordance with the terms of the Plan (including, without limitation, Section 13 of the Plan) or this Award.

Section 4. Vesting. Subject to the Participant's not having a Termination of Relationship and except as otherwise set forth in Section 7 hereof, the Options shall become non-forfeitable and exercisable (any Options that shall have become non-forfeitable and exercisable pursuant to this Section 4, the "Vested Options") as follows:

(a) in such percentages as on such dates as set forth on the Certificate of Grant of this Award under "Vesting Schedule"; or

(b) in the event of a Termination of Relationship as a result of the Participant's death, Disability, or Retirement (other than a "Retirement with Notice" as defined below) (each, a "Special Termination"), the installment of Options scheduled to vest on the next Vesting Date immediately following such Special Termination shall immediately become Vested Options, and the remaining Options which are not then Vested Options shall be forfeited;

(c) upon a Termination of Relationship as a result of the Participant's Retirement with Notice, the installment of Options scheduled to vest on the next two Vesting Dates (or one Vesting Date if there is only one remaining Vesting Date) following such Retirement with Notice shall remain outstanding and become Vested Options on such future Vesting Date(s), and the remaining Options which are not then Vested Options shall be forfeited;

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(d) in the event of (i) the occurrence of a Change of Control and (ii) thereafter, a Termination of Relationship of the Participant by the Company or any of its Affiliates (or successors in interest) without Cause or by the Participant for Good Reason that occurs prior to the second anniversary of the Change of Control, then each outstanding Option which has not theretofore become a Vested Option pursuant to Section 4(a) shall become a Vested Option on the date of such Termination of Relationship; or

(e) except as otherwise provided above with respect to a Special Termination or Retirement with Notice, upon a Termination of Relationship for any reason, the unvested portion of the Option (i.e. that portion which does not constitute Vested Options) shall terminate and cease to be outstanding on the date the Termination of Relationship occurs and shall no longer be eligible to become Vested Options.

As used herein, the term "Retirement with Notice" means Participant's retirement from Aramark and its Affiliates after providing Aramark with at least twelve (12) months' prior written notice of such intended retirement (and with such notice having been delivered upon or after the Participant's attainment of age 62) after achieving (consecutively or disregarding breaks in service) at least five (5) full years of employment with Aramark and its Affiliates (and for purposes of this Agreement, the term "Retirement Notice Period" means the period beginning on the date Participant provides written notice to Aramark of his or her Retirement with Notice and ending on the last day of the Retirement Notice Period, as stated in such notice); *provided, however*, that if the Company involuntarily terminates the Participant without Cause or the Participant dies or incurs a Disability after the Participant delivers the notice described in this sentence, such termination shall not fail to qualify as a "Retirement with Notice" by virtue of the termination occurring less than the number of months of the notice period after the notice date. In the event the Company involuntarily terminates the Participant without Cause after the Participant delivers the notice described in the preceding sentence, for purposes of this Section 4 and Section 7 below, the Participant shall not be treated as having had a Termination of Relationship prior to the effective date of the Retirement with Notice. All decisions made by the Committee with respect to any calculations pursuant to this Section 4 shall be made in good faith after consultation with senior management and shall be final and binding on the Participant absent manifest error by the Committee.

Section 5. Restriction on Transfer. The Option may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way by the Participant, except (i) if permitted by the Board or the Committee, (ii) by will or the laws of descent and distribution or (iii) pursuant to beneficiary designation procedures approved by the Company, in each case, in compliance with applicable laws. The Option shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Option contrary to the provisions of this Award or the Plan shall be null and void and without effect.

Section 6. Participant's Employment. Nothing in this Award shall confer upon the Participant any right to continue in the employ of the Company or any of its Affiliates or interfere in any way with the right of the Company and its Affiliates, in their sole discretion, to terminate the Participant's employment or to increase or decrease the Participant's compensation at any time.

Section 7. Termination. The Option shall automatically terminate and shall become null and void, be unexercisable and be of no further force and effect upon the earliest of:

(a) the Expiration Date;

(b) in the case of a Termination of Relationship due to a Special Termination, with respect to any Options that are vested as of the Termination of Relationship, the first anniversary of the Termination of Relationship;

(c) in the case of a Retirement with Notice, with respect to any Options that are or become vested upon or following the Termination of Relationship, the third anniversary of the Termination of Relationship;

Exhibit 10.108

(d) in the case of a Termination of Relationship other than (x) for Cause or (y) due to a Special Termination or Retirement with Notice, the 90th day following the Termination of Relationship; and

(e) the day of the Termination of Relationship in the case of a Termination of Relationship for Cause.

Section 8. **Data Protection.** By accepting this Award, the Participant consents to the processing (including international transfer) of personal data as set out in Exhibit A attached hereto for the purposes specified therein and to any additional or different processes required by applicable law, rule or regulation.

Section 9. **No Rights as Stockholder.** The Participant shall not have any rights of a stockholder of the Company until shares of Common Stock have been issued pursuant to the exercise of the Options hereunder and until such shares have been registered in the Company's register of stockholders (including, without limitation, the right to any payment of any dividends paid on Shares (which prohibition does not prevent the Company, in its discretion, from providing dividend equivalent payments to the Participant or reducing the exercise price in respect of the Option pursuant to the Plan)).

Section 10. **No Acquired Rights.** The Committee or the Board has the power to amend or terminate the Plan at any time and the opportunity given to the Participant to participate in the Plan and the grant of this Award is entirely at the discretion of the Committee or the Board and does not obligate the Company or any of its Affiliates to offer such participation in the future (whether on the same or different terms). The Participant's participation in the Plan and the receipt of this Award is outside the terms of the Participant's regular contract of employment and is therefore not to be considered part of any normal or expected compensation and that the termination of the Participant's employment under any circumstances whatsoever will give the Participant no claim or right of action against the Company or its Affiliates in respect of any loss of rights under this Award or the Plan that may arise as a result of such termination of employment.

Section 11. **Notices.** All notices, claims, certifications, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if personally delivered or if sent by nationally-recognized overnight courier, by telecopy, email or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to the Company, to it at:

If to the Company, to:

Aramark
2400 Market Street
Philadelphia, PA 19103
Attention: General Counsel

If to the Participant, to him or her at the address set forth on the signature page hereto; or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such notice or other communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery (or if such date is not a business day, on the next business day after the date of delivery), (b) in the case of nationally-recognized overnight courier, on the next business day after the date sent, (c) in the case of telecopy transmission, when received (or if not sent on a business day, on the next business day after the date sent), and (d) in the case of mailing, on the third business day following that on which the piece of mail containing such communication is posted.

Section 12. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Award must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.

Section 13. Governing Law. THIS AWARD WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF NEW YORK WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AWARD, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

Section 14. Withholding. As a condition to exercising this Option in whole or in part, the Participant will pay, or make provisions satisfactory to the Company for payment of, any Federal, state, local and other applicable taxes required to be withheld in connection with such exercise in a manner that is set forth in Section 7(d) of the Plan.

Section 15. Adjustment to Option. In the event of any event described in Section 12 of the Plan occurring after the Grant Date, the adjustment provisions (including cash payments) as provided for under Section 12 of the Plan shall apply.

Section 16. Section 409A of the Code. This Option is intended to constitute a "stock right" within the meaning of Section 409A of the Code, and shall otherwise be subject to the provisions of Section 14(v) of the Plan.

Section 17. Modification of Rights; Entire Agreement. The Participant's rights under this Award, the Certificate of Grant and the Plan may be modified only to the extent expressly provided under this Award or under Sections 14(a) and (b) of the Plan. This Award, the Certificate of Grant and the Plan constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto. For the avoidance of doubt, this Award, the Certificate of Grant and the Plan do not supersede any "Restrictive Covenant Agreement" (as defined below) or employment agreement between the Participant and the Company or its Affiliates.

Section 18. Clawback upon Breach of Restrictive Covenants. In the event the Participant breaches the Participant's "Restrictive Covenant Agreement" (as defined below) at any time during the Participant's employment with the Company or within two years following the termination thereof, then without limiting any other remedies available to the Company (including, without limitation, remedies involving injunctive relief), the Participant shall immediately forfeit any remaining unvested portion of the Option and the Participant shall be required to return to the Company all Shares previously issued in respect of the Option (net of exercise price paid) to the extent the Participant continues to own such Shares or, if the Participant no longer owns such Shares, the Participant shall be required to repay to the Company the pre-tax cash value of such Shares calculated based on the Fair Market Value of such Shares on the date such Shares were issued to the Participant in respect of the Option. As used herein, the "Restrictive Covenant Agreement" means any agreement between the Participant and the Company or its Affiliates (including, without limitation, any agreement relating to employment and post-employment competition) subjecting the Participant to confidentiality, non-solicitation, non-competition and/or other restrictive covenants in favor of the Company or its Affiliates.

Section 19. Severability. It is the desire and intent of the parties hereto that the provisions of this Award be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Award shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction.

Exhibit 10.108

Name: [(Per Certificate of Grant)]

Date: [Acceptance Date]

[Note: Grant will be accepted electronically.]

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Exhibit A**DATA PROTECTION PROVISION**

- (a) By participating in the Plan or accepting any rights granted under it, the Participant consents to the collection and processing by the Company and its Affiliates of personal data relating to the Participant by the Company and its Affiliates and/or agents so that they can fulfill their obligations and exercise their rights under the Plan, issue certificates (if any), statements and communications relating to the Plan and generally administer and manage the Plan, including keeping records of participation levels from time to time. Any such processing shall be in accordance with the purposes and provisions of this data protection provision. References in this provision to the Company and its Affiliates include the Participant's employer.

These data will include data:

- (i) already held in the Participant's records such as the Participant's name and address, ID number, payroll number, length of service and whether the Participant works full-time or part time;
- (ii) collected upon the Participant accepting the rights granted under the Plan (if applicable); and
- (iii) subsequently collected

by the Company or any of its Affiliates and/or agents in relation to the Participant's continued participation in the Plan, for example, data about shares offered or received, purchased or sold under the Plan from time to time and other appropriate financial and other data about the Participant and his or her participation in the Plan (e.g., the date on which the shares were granted, termination of employment and the reasons of termination of employment or retirement of the Participant).

- (b) This consent is in addition to and does not affect any previous consent provided by the Participant to the Company or its Affiliates.
- (c) In particular, the Participant expressly consents to the transfer of personal data about the Participant as described in paragraph (a) above by the Company and its Affiliates and/or agents. Data may be transferred not only within the country in which the Participant is based from time to time or within the EU or the European Economic Area ("EEA"), but also worldwide, to other employees and officers of the Company and its Affiliates and/or agents and to the following third parties for the purposes described in paragraph (a) above:
- (i) Plan administrators, transfer agents, auditors, brokers, agents and contractors of, and third party service providers to, the Company or its Affiliates such as printers and mail houses engaged to print or distribute notices or communications about the Plan;
 - (ii) regulators, tax authorities, stock or security exchanges and other supervisory, regulatory, governmental or public bodies as required by law;
 - (iii) actual or proposed merger or acquisition partners or proposed assignees of, or those taking or proposing to take security over, the business or assets or stock of the Company or its Affiliates and their agents and contractors;

- (iv) other third parties to whom the Company or its Affiliates and/or agents may need to communicate/transfer the data in connection with the administration of the Plan, under a duty of confidentiality to the Company and its Affiliates; and
- (v) the Participant's family members, physicians, heirs, legatees and others associated with the Participant in connection with the Plan.

Not all countries, where the personal data may be transferred to, have an equal level of data protection as in the EU or the EEA. Countries to which data are transferred include the USA and Bermuda.

The Participant may access, modify, correct or withdraw consent to process most Personal Information about the Participant by contacting the local data protection officer in the country in which the Participant is based. Please note, however, that certain Personal Information about the Participant may be exempt from such access, correction, objection, suppression or deletion rights pursuant to applicable data protection laws, if the Participant has a complaint regarding the manner in which personal information relating to the Participant is dealt with, the Participant should contact the appropriate local data protection officer referred to above.

- (d) The processing (including transfer) of data described above is essential for the administration and operation of the Plan. Therefore, in cases where the Participant wishes to participate in the Plan, it is essential that his/her personal data are processed in the manner described above. At any time the Participant may withdraw his or her consent.

Aramark

RESTRICTED STOCK UNIT AWARD

(Time Vesting)

1. Grant of RSUs. The Company hereby grants the number of Restricted Stock Units ("RSUs") set forth on the Certificate of Grant of the Restricted Stock Units attached to this Award and made a part hereof (the "Certificate of Grant") to the Participant, on the terms and conditions hereinafter set forth. This grant is made pursuant to the terms of the Aramark (formerly known as Aramark Holdings Corporation) Amended and Restated 2013 Stock Incentive Plan (the "Plan"), which Plan, as amended from time to time, is incorporated herein by reference and made a part of this Award. Each RSU represents the unfunded, unsecured right of the Participant to receive a share of Common Stock, (as specified below) of the Company (each a "Share"), on the dates specified herein. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan and the Certificate of Grant.
2. Payment of Shares.
 - (a) The Company shall, subject to the remainder of this Award, transfer to the Participant a number of Shares of the Company equal to the number of RSUs granted to the Participant under this Award at such time as the Participant becomes vested in the right to such transfer (x) as set forth on the Certificate of Grant under "Vesting Date", so long as the Participant remains employed with the Company or any of its Affiliates through such Vesting Date, or (y) as otherwise provided in Section 2(b) or (c) below (in whole Shares only with the Participant receiving a cash payment equal to the Fair Market Value of any fractional Share on or about the transfer date).
 - (b) Notwithstanding Section 2(a) of this Award,
 - (i) upon a Participant's Disability or Termination of Relationship prior to the final Vesting Date as a result of the Participant's death (each, a "Special Termination"), the installment of RSUs scheduled to vest on the next Vesting Date immediately following such Special Termination shall immediately become vested RSUs pursuant to which Shares equal to the number of RSUs scheduled to vest on the next Vesting Date shall be transferred, and the remaining RSUs which are not then vested shall be forfeited;
 - (ii) upon a Termination of Relationship prior to the final Vesting Date as a result of the Participant's Retirement (other than a "Retirement with Notice" as defined below), the installment of RSUs scheduled to vest on the next Vesting Date immediately following such Special Termination shall remain outstanding and become vested RSUs on such next Vesting Date, at which time the Shares equal to the number of vested RSUs shall be transferred, and the remaining RSUs which are not then vested shall be forfeited;
 - (iii) upon a Termination of Relationship prior to the final Vesting Date as a result of the Participant's Retirement with Notice, the installment of RSUs scheduled to vest on the next two Vesting Dates (or one Vesting Date if there is only one remaining Vesting Date) following such Retirement with Notice shall remain outstanding and become vested RSUs on such future Vesting Date(s), at which time the Shares equal to the number of vested RSUs on such Vesting Date(s) shall be transferred, and the remaining RSUs which do not become vested pursuant to this clause (iii) shall be forfeited; and
 - (iv) upon a Termination of Relationship for any reason other than as set forth in clauses (i), (ii) and (iii) above, all outstanding RSUs shall be forfeited and immediately cancelled.

As used herein, the term "Retirement with Notice" means Participant's retirement from Aramark and its Affiliates after providing Aramark with at least twelve (12) months' prior written notice of such intended retirement (and with such notice having been delivered upon or after the Participant's attainment of age 62) after achieving (consecutively or disregarding breaks in service) at least five (5) full years of employment with Aramark and its Affiliates (and for purposes of this Agreement, the term "Retirement Notice Period" means the period beginning on the date Participant provides written notice to Aramark of his or her Retirement with Notice and ending on the last day of the Retirement Notice Period, as stated in such notice); provided, however, that if the Company involuntarily terminates the Participant without Cause or the Participant dies or incurs a Disability after the Participant delivers the notice described in this sentence, such termination shall not fail to qualify as a "Retirement with Notice" by virtue of the termination occurring less than the number of months of the notice period after the notice date. In the event the Company involuntarily terminates the Participant without Cause after the Participant delivers the notice described in the preceding sentence, for purposes of this Section 4 and Section 7 below, the Participant shall not be treated as having had a Termination of Relationship prior to the effective date of the Retirement with Notice. All decisions made by the Committee with respect to any calculations pursuant to this Section 4 shall be made in good faith after consultation with senior management and shall be final and binding on the Participant absent manifest error by the Committee.

- (c) Also notwithstanding Section 2(a) or (b) of this Award, in the event of (i) the occurrence of a Change of Control and (ii) thereafter, a Termination of Relationship of the Participant by the Company or any of its Affiliates (or successors in interest) without Cause or by the Participant for Good Reason that occurs prior to the second anniversary of the date of such Change of Control, then all then outstanding RSUs shall become vested and the number of Shares equal to all such outstanding RSUs hereunder shall be distributed to the Participant, in each case, as soon as practicable following the date of such Termination of Relationship; provided that the Committee may determine that, in lieu of Shares and/or fractional Shares, the Participant shall receive a cash payment equal to the Fair Market Value of such Shares (or fractional Shares, as the case may be) on the Change of Control.
 - (d) Upon each vesting event of any RSUs and the corresponding transfer of Shares as a result thereof, in each case in accordance with Sections 2(a), 2(b) or 2(c) of this Award, as applicable, the RSUs with respect to which Shares have been transferred hereunder shall be extinguished on the relevant transfer dates. In compliance with Section 409A of the Code, in no event shall any transfer occur later than March 15 of the calendar year following the calendar year in which the applicable vesting event occurs under this Award.
3. Dividends. If on any date while RSUs are outstanding hereunder, the Company shall pay any dividend on the Shares (other than a dividend payable in Shares), the number of RSUs granted to the Participant shall, as of such dividend payment date, be increased by a number of RSUs equal to: (a) the product of (x) the number of RSUs held by the Participant as of the related dividend record date, multiplied by (y) a dollar amount equal to the per Share amount of any cash dividend (or, in the case of any dividend payable in whole or in part other than in cash or Shares, the per Share value of such dividend, as determined in good faith by the Committee), divided by (b) the Fair Market Value of a Share on the payment date of such dividend. In the case of any dividend declared on Shares that is payable in the form of Shares, the number of RSUs granted to the Participant shall be increased by a number equal to the product of (I) the aggregate number of RSUs that have been held by the Participant through the related dividend record date, multiplied by (II) the number of Shares (including any fraction thereof) payable as a dividend on a Share. Shares shall be transferred with respect to all additional RSUs granted pursuant to this Section 3 at the same time as Shares are transferred with respect to the RSUs to which such additional RSUs were attributable.

4. Adjustments Upon Certain Events. In the event of any event described in Section 12 of the Plan occurring after the Date of Grant, the adjustment provisions (including cash payments) as provided for under Section 12 of the Plan shall apply.
5. Restriction on Transfer. The RSUs may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way by the Participant, except (i) if permitted by the Board or the Committee, (ii) by will or the laws of descent and distribution or (iii) pursuant to beneficiary designation procedures approved by the Company, in each case in compliance with applicable laws. The RSUs shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the RSUs contrary to the provisions of this Award or the Plan shall be null and void and without effect.
6. **Data Protection**. By accepting this Award, the Participant consents to the processing (including international transfer) of personal data as set out in Exhibit A attached hereto for the purposes specified therein and to any additional or different processes required by applicable law, rule or regulation.
7. Participant's Employment. Nothing in this Award or in the RSU shall confer upon the Participant any right to continue in the employ of the Company or any of its Affiliates or interfere in any way with the right of the Company and its Affiliates, in their sole discretion, to terminate the Participant's employment or to increase or decrease the Participant's compensation at any time.
8. **No Acquired Rights**. The Committee or the Board has the power to amend or terminate the Plan at any time and the opportunity given to the Participant to participate in the Plan and the grant of this Award is entirely at the discretion of the Committee or the Board and does not obligate the Company or any of its Affiliates to offer such participation in the future (whether on the same or different terms). The Participant's participation in the Plan and the receipt of this Award is outside the terms of the Participant's regular contract of employment and is therefore not to be considered part of any normal or expected compensation and that the termination of the Participant's employment under any circumstances whatsoever will give the Participant no claim or right of action against the Company or its Affiliates in respect of any loss of rights under this Award or the Plan that may arise as a result of such termination of employment.
9. No Rights of a Stockholder. The Participant shall not have any rights as a stockholder of the Company until the Shares in question have been registered in the Company's register of stockholders.
10. Withholding.
 - (a) The Participant will pay, or make provisions satisfactory to the Company for payment of any federal, state, local and other applicable taxes required to be withheld in connection with any issuance or transfer of Shares under this Award and to take such action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes. If Participant has not made payment for applicable taxes, such taxes shall be paid by withholding Shares from the issuance or transfer of Shares due under this Award, rounded down to the nearest whole Share, with the balance to be paid in cash or withheld from compensation or other amount owing to the Participant from the Company or any Affiliate, and the Company and any such Affiliate is hereby authorized to withhold such amounts from any such issuance, transfer, compensation or other amount owing to the Participant.
 - (b) If the Participant's employment with the Company terminates prior to the issuance or transfer of any remaining Shares due to be issued or transferred to the Participant under this Award, the payment of any applicable withholding taxes with respect to any such issuance or transfer shall be made through the withholding of Shares from such issuance or transfer, rounded down to the nearest whole Share, with the balance to be paid in cash or withheld from compensation or other

amount owing to the Participant from the Company or any Affiliate, as provided in Section 10(a) above.

11. Section 409A of the Code. The provisions of Section 14(v) of the Plan are hereby incorporated by reference and made a part hereof.
12. RSUs Subject to Plan. All RSUs are subject to the Plan. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.
13. Notices. All notices, claims, certifications, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if personally delivered or if sent by nationally-recognized overnight courier, by telecopy, email or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to the Company, to it at:

If to the Company, to:

Aramark
2400 Market Street
Philadelphia, PA 19103
Attention: General Counsel

If to the Participant, to him or her at the address set forth on the signature page hereto; or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such notice or other communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery (or if such date is not a business day, on the next business day after the date of delivery), (b) in the case of nationally-recognized overnight courier, on the next business day after the date sent, (c) in the case of telecopy transmission, when received (or if not sent on a business day, on the next business day after the date sent), and (d) in the case of mailing, on the third business day following that on which the piece of mail containing such communication is posted.

14. Waiver of Breach. The waiver by either party of a breach of any provision of this Award must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.
15. Governing Law. THIS AWARD WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF NEW YORK WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AWARD, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.
16. Modification of Rights; Entire Agreement. The Participant's rights under this Award and the Plan may be modified only to the extent expressly provided under this Award or under Sections 14(a) and (b) of the Plan. This Award and the Plan (and the other writings referred to herein) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto. For the avoidance of doubt, this Award, the Certificate of Grant and the Plan do not supersede any "Restrictive Covenant Agreement" (as defined below) or employment agreement between the Participant and the Company or its Affiliates.

17. Clawback upon Breach of Restrictive Covenants. In the event the Participant breaches the Participant's "Restrictive Covenant Agreement" (as defined below) at any time during the Participant's employment with the Company or within two years following the termination thereof, then without limiting any other remedies available to the Company (including, without limitation, remedies involving injunctive relief), the Participant shall immediately forfeit any remaining unvested portion of the Award and the Participant shall be required to return to the Company all Shares previously issued in respect of the Award to the extent the Participant continues to own such Shares or, if the Participant no longer owns such Shares, the Participant shall be required to repay to the Company the pre-tax cash value of such Shares calculated based on the Fair Market Value of such Shares on the date such Shares were issued to the Participant in respect of the Award. As used herein, the "Restrictive Covenant Agreement" means any agreement between the Participant and the Company or its Affiliates (including, without limitation, any agreement relating to employment and post-employment competition) subjecting the Participant to confidentiality, non-solicitation, non-competition and/or other restrictive covenants in favor of the Company or its Affiliates.
18. Severability. It is the desire and intent of the parties hereto that the provisions of this Award be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Award shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction.

Name: [(Per Certificate of Grant)]

Date: [Acceptance Date]

[Note: Grant will be accepted electronically.]

Exhibit A**DATA PROTECTION PROVISION**

- (a) By participating in the Plan or accepting any rights granted under it, the Participant consents to the collection and processing by the Company and its Affiliates of personal data relating to the Participant by the Company and its Affiliates and/or agents so that they can fulfill their obligations and exercise their rights under the Plan, issue certificates (if any), statements and communications relating to the Plan and generally administer and manage the Plan, including keeping records of participation levels from time to time. Any such processing shall be in accordance with the purposes and provisions of this data protection provision. References in this provision to the Company and its Affiliates include the Participant's employer.

These data will include data:

- (i) already held in the Participant's records such as the Participant's name and address, ID number, payroll number, length of service and whether the Participant works full-time or part time;
 - (ii) collected upon the Participant accepting the rights granted under the Plan (if applicable); and
 - (iii) subsequently collected

by the Company or any of its Affiliates and/or agents in relation to the Participant's continued participation in the Plan, for example, data about shares offered or received, purchased or sold under the Plan from time to time and other appropriate financial and other data about the Participant and his or her participation in the Plan (e.g., the date on which the shares were granted, termination of employment and the reasons of termination of employment or retirement of the Participant).
- (b) This consent is in addition to and does not affect any previous consent provided by the Participant to the Company or its Affiliates.
- (c) In particular, the Participant expressly consents to the transfer of personal data about the Participant as described in paragraph (a) above by the Company and its Affiliates and/or agents. Data may be transferred not only within the country in which the Participant is based from time to time or within the EU or the European Economic Area¹ ("EEA"), but also worldwide, to other employees and officers of the Company and its Affiliates and/or agents and to the following third parties for the purposes described in paragraph (a) above:
- (i) Plan administrators, transfer agents, auditors, brokers, agents and contractors of, and third party service providers to, the Company or its Affiliates such as printers and mail houses engaged to print or distribute notices or communications about the Plan;
 - (ii) regulators, tax authorities, stock or security exchanges and other supervisory, regulatory, governmental or public bodies as required by law;
 - (iii) actual or proposed merger or acquisition partners or proposed assignees of, or those taking or proposing to take security over, the business or assets or stock of the Company or its Affiliates and their agents and contractors;

¹ The European Economic Area is composed of 27 member states of the European Union plus Iceland, Liechtenstein and Norway.

- (iv) other third parties to whom the Company or its Affiliates and/or agents may need to communicate/transfer the data in connection with the administration of the Plan, under a duty of confidentiality to the Company and its Affiliates; and
- (v) the Participant's family members, physicians, heirs, legatees and others associated with the Participant in connection with the Plan.

Not all countries, where the personal data may be transferred to, have an equal level of data protection as in the EU or EEA. Countries to which data are transferred include the USA and Bermuda.

All national and international transfer of personal data is only done in order to fulfill the obligations and rights of the Company and/or its Affiliates under the Plan.

The Participant may access, modify, correct or withdraw consent to process most Personal Information about the Participant by contacting the local data protection officer in the country in which the Participant is based. Please note, however, that certain Personal Information about the Participant may be exempt from such access, correction, objection, suppression or deletion rights pursuant to applicable data protection laws, if the Participant has a complaint regarding the manner in which personal information relating to the Participant is dealt with, the Participant should contact the appropriate local data protection officer referred to above.

- (d) The processing (including transfer) of data described above is essential for the administration and operation of the Plan. Therefore, in cases where the Participant wishes to participate in the Plan, it is essential that his/her personal data are processed in the manner described above. At any time the Participant may withdraw his or her consent.

Aramark

FORM OF PERFORMANCE STOCK UNIT AWARD

1. Grant of PSUs. Aramark (formerly known as ARAMARK Holdings Corporation) (the "Company") hereby grants the opportunity to vest in a number of Performance Stock Units determined based on the "Target Number of PSUs" set forth on the Certificate of Grant attached to this Award and made a part hereof (the "Certificate of Grant") to the Participant, on the terms and conditions hereinafter set forth including on Schedule I which is made a part hereof. This grant is made pursuant to the terms of the Company 2013 Amended and Restated Stock Incentive Plan (the "Plan"), which Plan, as amended from time to time, is incorporated herein by reference and made a part of this Award. Each Performance Stock Unit (a "PSU") represents the unfunded, unsecured right of the Participant to receive a share of Common Stock of the Company (each a "Share"), subject to the terms and conditions hereof, on the date(s) specified herein. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan and the Certificate of Grant.
2. Performance and Service Vesting Conditions.

Subject to the remainder of the terms and conditions of this Award, so long as the Participant continues Employment through the relevant Vesting Dates the Participant shall (a) earn, and be eligible to become vested in (in accordance with Section 2(b) of this Award), a number of PSUs equal to a percentage of the Target Number of PSUs based on the level of the Company's achievement of the performance conditions, with respect to the applicable performance period (the "Performance Period"), each as set forth on Schedule I, on the date such achievement is certified by the Committee following the end of the Performance Period (the "Determination Date") (such number of PSUs, once established, the "Earned PSUs") and (b) on each applicable Vesting Date (or on the Determination Date, if it occurs after a Vesting Date), become vested in the corresponding percentage of the Earned PSUs, each as set forth on the Certificate of Grant.
3. Payment of Shares.
 - (a) The Company shall, subject to the remainder of this Award, transfer to the Participant a number of Shares of the Company equal to the number (if any) of Earned PSUs under this Award at such time as the Participant becomes vested under the provisions of Section 2 above in the right to such transfer (x) as set forth on the Certificate of Grant under each "Vesting Date", as applicable, so long as the Participant remains employed with the Company or any of its Affiliates through each such Vesting Date, or (y) as otherwise provided in Section 3(b) or (c) below (in whole Shares only with the Participant receiving a cash payment equal to the Fair Market Value of any fractional Share on or about the transfer date); provided, however, that in the event a Vesting Date occurs prior to the Determination Date, no transfer of Shares shall occur until the Determination Date.

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- (b) Notwithstanding Section 3(a) of this Award,
- (i) upon a Termination of Relationship as a result of the Participant's death, Disability, or Retirement with Notice (as defined below) (each, a "Special Termination"), (A) which occurs prior to the Determination Date, the PSUs shall remain outstanding and unvested through the Determination Date, and the installment of Earned PSUs (if any) scheduled to vest on the first Vesting Date shall become vested PSUs as of such Vesting Date and (B) which occurs after the Determination Date, the installment of Earned PSUs (if any) scheduled to vest on the next Vesting Date immediately following such Special Termination shall immediately become vested PSUs; and, in either case of (A) or (B), as applicable, Shares equal to the number of Earned PSUs scheduled to vest on the applicable Vesting Date shall be transferred, and the remaining PSUs which do not become vested pursuant to this Section shall be forfeited; and
 - (ii) upon a Termination of Relationship for any reason other than as set forth in clause (i) above, all outstanding PSUs shall be forfeited and immediately cancelled; provided, however, that in the case of a Termination of Relationship after a Vesting Date but prior to the Determination Date, the corresponding portion of Earned PSUs (if any) shall remain outstanding and shall become vested PSUs as of the Determination Date.
- (c) Also notwithstanding Section 3(a) or (b) of this Award, in accordance with the terms of Section 13 of the Plan, in the event of a Termination of Relationship of the Participant by the Company or any of its Affiliates (or successors in interest) without Cause or by the Participant for Good Reason, in each case, that occurs within two years following a Change of Control, the following treatment (under clauses (i) or (ii), as applicable) will apply with respect to any then outstanding PSUs:
- (i) if such termination occurs prior to the Determination Date, then such Performance Period (to the extent not completed) shall end as of such date, then the Target Number of PSUs shall become vested on the date of such Termination of Relationship, and a number of Shares equal to such number of PSUs shall be distributed to the Participant as soon as practicable following the date of such Termination of Relationship; or
 - (ii) if such termination occurs on or following the Determination Date, then the Earned PSUs (if any) shall immediately become vested on the date of such Termination of Relationship and a number of Shares equal to such number of Earned PSUs shall be distributed to the Participant as soon as practicable following the date of such Termination of Relationship;
- provided that the Committee may determine that, in lieu of Shares and/or fractional Shares deliverable to the Participant under clauses (i) or (ii) above, the Participant shall receive a cash payment equal to the Fair Market Value of such Shares (or fractional Shares, as the case may be) on the Change of Control.

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- (d) Upon each vesting event of any Earned PSUs and the corresponding transfer of Shares as a result thereof, in each case in accordance with Sections 3(a), 3(b) or 3(c) of this Award, as applicable, the Earned PSUs with respect to which Shares have been transferred hereunder shall be extinguished on the relevant transfer dates. In compliance with Section 409A of the Code, in no event shall any transfer occur later than March 15 of the calendar year following the calendar year in which the applicable vesting event occurs under this Award.
- (e) As used herein, the term “Retirement with Notice” means the Participant’s retirement from the Company and its Affiliates after providing the Company with at least 6 months’ prior written notice of such intended retirement (and with such notice having been delivered upon or after the Participant’s attainment of age 62) and achieving 5 years of employment with the Company and its Affiliates following October 7, 2019; provided, however, that if the Company involuntarily terminates the Participant without Cause or the Participant dies or incurs a Disability after the Participant delivers the notice described in this sentence, such termination shall not fail to qualify as a “Retirement with Notice” by virtue of the termination occurring less than 6 months after the notice date. All decisions by the Committee with respect to any calculations pursuant to this Section 3 shall be made in good faith after consultation with senior management and shall be final and binding on the Participant absent manifest error by the Committee.

4. Dividends.

- (a) If on any date while PSUs are outstanding hereunder, the Company shall pay any dividend on the Shares (other than a dividend payable in Shares), the number of PSUs (if any) held by the Participant shall be increased by a number equal to: (a) the product of (x) the number of outstanding PSUs held by the Participant as of the related dividend record date, multiplied by (y) a dollar amount equal to the per Share amount of any cash dividend (or, in the case of any dividend payable in whole or in part other than in cash or Shares, the per Share value of such dividend, as determined in good faith by the Committee), divided by (b) the Fair Market Value of a Share on the payment date of such dividend.
- (b) In the case of any dividend declared on Shares that is payable in the form of Shares, the number of PSUs, if any, held by the Participant shall be increased by a number equal to the product of (I) the number of outstanding PSUs held by the Participant as of the related dividend record date, multiplied by (II) the number of Shares (including any fraction thereof) payable as a dividend on a Share. Shares shall be transferred with respect to all additional PSUs granted pursuant to this Section 4 at the same time as Shares are transferred with respect to the Earned PSUs to which such additional PSUs were attributable.
- (c) For purposes of this Section 4, the number of PSUs held by the Participant as of the applicable dividend record date shall be deemed to equal (i) zero (0), if such dividend record date occurs prior to the Determination Date or (ii) the Earned PSUs (if any) (with any additional PSUs granted pursuant to this Section 4 to be added to the Earned PSUs held by Participant), if such dividend record date occurs after the Determination Date; provided that, if any dividend on Shares was paid by

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the Company during the period beginning on the Date of Grant and ending on the Determination Date, on the Determination Date, an additional number of PSUs calculated in accordance with this Section 4, assuming Participant had held the number of Earned PSUs (if any) on the record date of such dividend(s), shall be immediately added to the number of Earned PSUs established as of the Determination Date.

5. Adjustments Upon Certain Events. In the event of any event described in Section 12 of the Plan occurring after the Date of Grant, the adjustment provisions (including cash payments) as provided for under Section 12 of the Plan shall apply (without duplication of any dividend adjustments reflected pursuant to Section 4 hereof).
6. Restriction on Transfer. The PSUs may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way by the Participant, except (i) if permitted by the Board or the Committee, (ii) by will or the laws of descent and distribution or (iii) pursuant to beneficiary designation procedures approved by the Company, in each case in compliance with applicable laws. The PSUs shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the PSUs contrary to the provisions of this Award or the Plan shall be null and void and without effect.
7. **Data Protection**. By accepting this Award, the Participant consents to the processing (including international transfer) of personal data as set out in Exhibit A attached hereto for the purposes specified therein and to any additional or different processes required by applicable law, rule or regulation.
8. Participant's Employment. Nothing in this Award or in the PSU shall confer upon the Participant any right to continue in the employ of the Company or any of its Affiliates or interfere in any way with the right of the Company and its Affiliates, in their sole discretion, to terminate the Participant's employment or to increase or decrease the Participant's compensation at any time.
9. **No Acquired Rights**. The Committee or the Board has the power to amend or terminate the Plan at any time and the opportunity given to the Participant to participate in the Plan and the grant of this Award is entirely at the discretion of the Committee or the Board and does not obligate the Company or any of its Affiliates to offer such participation in the future (whether on the same or different terms). The Participant's participation in the Plan and the receipt of this Award is outside the terms of the Participant's regular contract of employment and is therefore not to be considered part of any normal or expected compensation and that the termination of the Participant's employment under any circumstances whatsoever will give the Participant no claim or right of action against the Company or its Affiliates in respect of any loss of rights under this Award or the Plan that may arise as a result of such termination of employment.
10. No Rights of a Stockholder. The Participant shall not have any rights as a stockholder of the Company until the Shares in question have been registered in the Company's register of stockholders.
11. Withholding.

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- (a) The Participant will pay, or make provisions satisfactory to the Company for payment of any federal, state, local and other applicable taxes required to be withheld in connection with any issuance or transfer of Shares under this Award and to take such action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes. If Participant has not made payment for applicable taxes, such taxes shall be paid by withholding Shares from the issuance or transfer of Shares due under this Award, rounded down to the nearest whole Share, with the balance to be paid in cash or withheld from compensation or other amount owing to the Participant from the Company or any Affiliate, and the Company and any such Affiliate is hereby authorized to withhold such amounts from any such issuance, transfer, compensation or other amount owing to the Participant.
 - (b) If the Participant's employment with the Company terminates prior to the issuance or transfer of any remaining Shares due to be issued or transferred to the Participant under this Award, the payment of any applicable withholding taxes with respect to any such issuance or transfer shall be made through the withholding of Shares from such issuance or transfer, rounded down to the nearest whole Share, with the balance to be paid in cash or withheld from compensation or other amount owing to the Participant from the Company or any Affiliate, as provided in Section 11(a) above.
12. Section 409A of the Code. The provisions of Section 14(v) of the Plan are hereby incorporated by reference and made a part hereof.
13. PSUs Subject to Plan. All PSUs are subject to the Plan. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.
14. Notices. All notices, claims, certifications, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if personally delivered or if sent by nationally-recognized overnight courier, by telecopy, email or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to the Company, to it at:

If to the Company, to:

Aramark
2400 Market Street
Philadelphia, Pennsylvania 19103
Attention: General Counsel

If to the Participant, to him or her at the address set forth on the signature page hereto; or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such notice or other communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery (or if such date is not a business day, on the next business day after the date of delivery), (b) in the case of nationally-recognized overnight

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courier, on the next business day after the date sent, (c) in the case of telecopy transmission, when received (or if not sent on a business day, on the next business day after the date sent), and (d) in the case of mailing, on the third business day following that on which the piece of mail containing such communication is posted.

15. Waiver of Breach. The waiver by either party of a breach of any provision of this Award must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.
16. Governing Law. THIS AWARD WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF NEW YORK WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AWARD, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.
17. Modification of Rights; Entire Agreement. The Participant's rights under this Award and the Plan may be modified only to the extent expressly provided under this Award or under Sections 14(a) and (b) of the Plan. This Award and the Plan (and the other writings referred to herein) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto.
18. Severability. It is the desire and intent of the parties hereto that the provisions of this Award be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Award shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction.

Name: [see Certificate of Grant - Participant] Date: [Acceptance Date]

[Note: Grant will be accepted electronically.]

Exhibit A**DATA PROTECTION PROVISION**

- (a) By participating in the Plan or accepting any rights granted under it, the Participant consents to the collection and processing by the Company and its Affiliates of personal data relating to the Participant by the Company and its Affiliates and/or agents so that they can fulfill their obligations and exercise their rights under the Plan, issue certificates (if any), statements and communications relating to the Plan and generally administer and manage the Plan, including keeping records of participation levels from time to time. Any such processing shall be in accordance with the purposes and provisions of this data protection provision. References in this provision to the Company and its Affiliates include the Participant's employer.

These data will include data:

- (i) already held in the Participant's records such as the Participant's name and address, ID number, payroll number, length of service and whether the Participant works full-time or part time;
 - (ii) collected upon the Participant accepting the rights granted under the Plan (if applicable); and
 - (iii) subsequently collected
- by the Company or any of its Affiliates and/or agents in relation to the Participant's continued participation in the Plan, for example, data about shares offered or received, purchased or sold under the Plan from time to time and other appropriate financial and other data about the Participant and his or her participation in the Plan (e.g., the date on which the shares were granted, termination of employment and the reasons of termination of employment or retirement of the Participant).
- (b) This consent is in addition to and does not affect any previous consent provided by the Participant to the Company or its Affiliates.
- (c) In particular, the Participant expressly consents to the transfer of personal data about the Participant as described in paragraph (a) above by the Company and its Affiliates and/or agents. Data may be transferred not only within the country in which the Participant is based from time to time or within the EU or the European Economic Area¹ ("EEA"), but also worldwide, to other employees and officers of the Company and its Affiliates and/or agents and to the following third parties for

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the purposes described in paragraph (a) above:

- (i) Plan administrators, transfer agents, auditors, brokers, agents and contractors of, and third party service providers to, the Company or its Affiliates such as printers and mail houses engaged to print or distribute notices or communications about the Plan;
- (ii) regulators, tax authorities, stock or security exchanges and other supervisory, regulatory, governmental or public bodies as required by law;
- (iii) actual or proposed merger or acquisition partners or proposed assignees of, or those taking or proposing to take security over, the business or assets or stock of the Company or its Affiliates and their agents and contractors;
- (iv) other third parties to whom the Company or its Affiliates and/or agents may need to communicate/transfer the data in connection with the administration of the Plan, under a duty of confidentiality to the Company and its Affiliates; and
- (v) the Participant's family members, physicians, heirs, legatees and others associated with the Participant in connection with the Plan.

Not all countries, where the personal data may be transferred to, have an equal level of data protection as in the EU or EEA. Countries to which data are transferred include the USA and Bermuda.

All national and international transfer of personal data is only done in order to fulfill the obligations and rights of the Company and/or its Affiliates under the Plan.

The Participant may access, modify, correct or withdraw consent to process most Personal Information about the Participant by contacting the local data protection officer in the country in which the Participant is based. Please note, however, that certain Personal Information about the Participant may be exempt from such access, correction, objection, suppression or deletion rights pursuant to applicable data protection laws, if the Participant has a complaint regarding the manner in which personal information relating to the Participant is dealt with, the Participant should contact the appropriate local data protection officer referred to above.

- (d) The processing (including transfer) of data described above is essential for the administration and operation of the Plan. Therefore, in cases where the Participant wishes to participate in the Plan, it is essential that his/her personal data are processed in the manner described above. At any time the Participant may withdraw his or her consent.

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These data will include data:

- (i) already held in the Participant's records such as the Participant's name and address, ID number, payroll number, length of service and whether the Participant works full-time or part time;
- (ii) collected upon the Participant accepting the rights granted under the Plan (if applicable); and
- (iii) subsequently collected

by the Company or any of its Affiliates and/or agents in relation to the Participant's continued participation in the Plan, for example, data about shares offered or received, purchased or sold under the Plan from time to time and other appropriate financial and other data about the Participant and his or her participation in the Plan (e.g., the date on which the shares were granted, termination of employment and the reasons of termination of employment or retirement of the Participant).

- (b) This consent is in addition to and does not affect any previous consent provided by the Participant to the Company or its Affiliates.
- (c) In particular, the Participant expressly consents to the transfer of personal data about the Participant as described in paragraph (a) above by the Company and its Affiliates and/or agents. Data may be transferred not only within the country in which the Participant is based from time to time or within the EU or the European Economic Area¹ ("EEA"), but also worldwide, to other employees and officers of the Company and its Affiliates and/or agents and to the following third parties for

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the purposes described in paragraph (a) above:

- (i) Plan administrators, transfer agents, auditors, brokers, agents and contractors of, and third party service providers to, the Company or its Affiliates such as printers and mail houses engaged to print or distribute notices or communications about the Plan;
- (ii) regulators, tax authorities, stock or security exchanges and other supervisory, regulatory, governmental or public bodies as required by law;
- (iii) actual or proposed merger or acquisition partners or proposed assignees of, or those taking or proposing to take security over, the business or assets or stock of the Company or its Affiliates and their agents and contractors;
- (iv) other third parties to whom the Company or its Affiliates and/or agents may need to communicate/transfer the data in connection with the administration of the Plan, under a duty of confidentiality to the Company and its Affiliates; and
- (v) the Participant's family members, physicians, heirs, legatees and others associated with the Participant in connection with the Plan.

Not all countries, where the personal data may be transferred to, have an equal level of data protection as in the EU or EEA. Countries to which data are transferred include the USA and Bermuda.

All national and international transfer of personal data is only done in order to fulfill the obligations and rights of the Company and/or its Affiliates under the Plan.

The Participant may access, modify, correct or withdraw consent to process most Personal Information about the Participant by contacting the local data protection officer in the country in which the Participant is based. Please note, however, that certain Personal Information about the Participant may be exempt from such access, correction, objection, suppression or deletion rights pursuant to applicable data protection laws, if the Participant has a complaint regarding the manner in which personal information relating to the Participant is dealt with, the Participant should contact the appropriate local data protection officer referred to above.

- (d) The processing (including transfer) of data described above is essential for the administration and operation of the Plan. Therefore, in cases where the Participant wishes to participate in the Plan, it is essential that his/her personal data are processed in the manner described above. At any time the Participant may withdraw his or her consent.

Summary of modification to Timothy R. Donovan Offer Letter, Agreement Relating to Employment and Post-Employment Competition and Outstanding Equity Awards with “Retirement with Notice” Provisions dated September 24, 2024

On September 24, 2024, the Registrant and Timothy R. Donovan agreed to extend his employment period notwithstanding his prior notice to the Registrant of his intent to retire pursuant to the correspondence sent by the Registrant to Mr. Donovan as set forth below:

Reference is made to that certain Notice by Timothy R. Donovan to Vestis Corporation (the “Company”) dated as of April 2, 2024. The Company hereby confirms that Timothy R. Donovan and the Company have agreed to extend Mr. Donovan’s employment beyond October 4, 2024. The Company hereby agrees that the 6-month notice period in connection with a “Retirement with Notice” pursuant to Mr. Donovan’s Offer Letter, dated December 31, 2021, and equity award letters has been satisfied and Mr. Donovan’s retirement will be effective as of the date set forth in a Retirement Notice delivered by Mr. Donovan to the Company at a future date (which retirement effective date shall be no less than two weeks after the date such Retirement Notice is delivered to the Company), not October 4, 2024, and Mr. Donovan’s employment shall remain in place in accordance with the current terms until the date set forth in the Retirement Notice to be delivered by Mr. Donovan at a future date.

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (the “Agreement”) is made and entered into by and between Vestis Services, LLC, on behalf of itself, its parents, subsidiaries, and affiliates (“Vestis” or the “Company”), and Christopher R. Synek (the “Employee”). The Company and Employee are sometimes referred to collectively herein as “the parties.”

WHEREAS, through an offer letter dated July 19, 2023, Aramark offered Employee a position of employment at-will as the Chief Operating Officer of Aramark Uniform Services (the “Offer Letter”);

WHEREAS, Employee accepted such at-will employment by signing his Offer Letter on July 28, 2023;

WHEREAS, on or about August 30, 2023, Employee and Aramark Services, Inc. entered into a written “Agreement Relating to Employment and Post-Employment Competition” (the “Employment Agreement”);

WHEREAS, on September 30, 2023, Aramark spun off its Aramark Uniform Services business and the Employment Agreement was assigned by Aramark Services, Inc. to Vestis;

WHEREAS, the parties agree that Employee resigned his employment with the Company and its subsidiaries effective February 6, 2024 (the “Separation Date”); and

WHEREAS, the parties wish to facilitate Employee’s transition to new employment;

NOW, in consideration of the premises, representation, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Separation of Employment. On the Separation Date, Employee resigned from all positions, directorships and offices he holds with the Company and its subsidiaries, affiliates and related entities, including but not limited to the position of Chief Operating Officer. Except as otherwise stated herein or set forth in the applicable plan documents, Employee’s participation in all benefit plans of the Company and its subsidiaries will cease on the Separation Date.

2. Separation Payment and Pro Rata Bonus. If Employee executes, confirms, and does not revoke this Agreement, and if Employee otherwise complies with all of the terms set forth in and expressly incorporated into this Agreement, the Company shall pay Employee the following amounts:

(a) The aggregate sum of Six Hundred Thousand Dollars (\$600,000), less required tax withholdings and other applicable deductions (the “Separation Payment”).

The Separation Payment shall be paid to Employee in a lump sum, via direct deposit, within 21 days after the Effective Date (as defined below).

(b) A pro rata bonus for Fiscal Year 2024, less required tax withholdings and other applicable deductions ("Pro Rata Bonus"). The amount of the Pro Rata Bonus will be based on Employee's target annual bonus of \$450,000 and will be paid as a percentage of target based on the Company's actual financial performance in Fiscal Year 2024 as determined and declared by the Company's Compensation and Human Resources Committee under the Management Incentive Bonus Plan, and shall be pro rated to account for the number of days during which Employee was employed by the Company during Fiscal Year 2024, divided by 365 days. The Pro Rata Bonus shall be paid to Employee in a lump sum, via direct deposit, on or about the same date that bonuses under the Management Incentive Bonus Plan are paid to the Company's other executives in respect of the Fiscal Year 2024.

Neither the Separation Payment nor the Pro Rata Bonus will be counted as compensation for any employee benefit plan or program. The parties also agree that the Separation Payment and Pro Rata Bonus set forth in this Agreement shall supersede, in full, any separation payments, severance benefits and/or bonus payments under the Employment Agreement, Offer Letter, or otherwise. The Company's obligation to pay the Separation Payment and/or Pro Rata Bonus shall immediately cease if Employee: (1) breaches any terms of this Agreement; (2) violates any of the Surviving Provisions (as defined below); or (3) otherwise commits a violation of law that causes any injury to the Company or any of the Released Parties (as defined below).

3. General Release by Employee. In exchange for the promises and agreements contained herein and the payments described above, Employee, on behalf of himself and his spouse, executors, heirs and beneficiaries, hereby irrevocably and unconditionally releases the Company and each of its subsidiaries, Aramark and each of its subsidiaries and each of their respective members, directors, officers, employees, affiliates, stockholders, related parties, predecessors, successors, assigns, parents, subsidiaries, and each of their respective past, present and future employees, officers, directors, employee benefit plans, agents, insurers, fiduciaries, partners, representatives, members, affiliates, stockholders and related parties (collectively, the "Released Parties") from any and all charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, disability benefits, medical and hospital expenses, actions, causes of action, suits, rights, demands, costs, losses, debits and expenses of any nature whatsoever, whether known or unknown, suspected or unsuspected, vested or contingent, and whether concealed or hidden, which Employee ever had or ever will have against the Released Parties by reason of any and all acts, omissions, events, transactions, circumstances or facts existing or occurring up to the date hereof, including, but not limited to, claims related to compensation, pay, payments, proceeds, cash flow, capital gains, commissions, hours, bonuses, pension, disability, physical or mental affliction, benefits including paid sick leave, family leave or vacation days and payment for unused vacation, terms and conditions of employment, attorney fees or costs, and claims of retaliation or discrimination on account of all protected categories under applicable law, including without limitation, age, race, color, sex, sexual orientation, marital status, disability,

national origin, citizenship, veteran status and religion. Through this release, Employee also releases all claims arising out of or related to each of the following statutes, as amended from time to time: Title VII of the 1964 Civil Rights Act, Section 1981 of the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Equal Pay Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act of 1974, the Sarbanes Oxley Act, the Immigration Reform Control Act, the National Labor Relations Act, the Fair Labor Standards Act, the Occupational Safety and Health Act, and the Family and Medical Leave Act. Employee also releases each of the Released Parties from all claims arising out of or related to any other federal, state or local employment law, any other federal, state, or local statute, ordinance, regulation, order or public policy, and the laws of any other country. Through this Agreement, Employee also specifically releases each of the Released Parties from any claims based on public policy, contract, implied contract, misrepresentation, promissory estoppel, unjust enrichment, or other tort or common law. Further, through this Agreement, Employee specifically releases the Released Parties from any and all claims arising out of or related to the Employment Agreement or Offer Letter or related to any employee handbooks, personnel manuals, or employment policies. In addition, to the maximum extent permitted by law, Employee waives any right or ability to be a class or collective action representative or to otherwise participate in any class action (putative or certified), collective action (putative or certified) or mass or other multi-party action or proceeding in which the Company or any of the Released Parties is a party. The parties specifically agree that the release set forth in this paragraph is intended to be as broad in scope as possible under all applicable laws, and that it specifically includes the release of all claims arising out of or related in any way to Employee's employment with and separation from the Company and its subsidiaries. The only claims not included in this release are those that, pursuant to applicable law, cannot be released. Moreover, this release does not preclude an action to enforce this Agreement in the event of a breach.

THE RELEASE SET FORTH IN THIS AGREEMENT IS INTENDED TO BE ENFORCEABLE AGAINST THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND OTHER RELEASEES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING TEXAS' EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE SIMPLE OR GROSS NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY RELEASEE.

Employee hereby agrees that this release is given knowingly and voluntarily and acknowledges that:

- a. this release is written in a manner understood by Employee;
- b. at or before the time Employee was given a copy of this release, Employee was informed (and is hereby informed) that Employee has up to twenty-one (21) calendar days following the date he received this release to consider it;

c. prior to executing this release, Employee had the opportunity to consider this release for up to a full twenty-one (21) calendar days after Employee's receipt thereof (although Employee may have chosen to execute it before twenty-one (21) calendar days after Employee's receipt thereof);

d. Employee has carefully read and fully understands all of the provisions of this release including the rights Employee is waiving and the terms and consequences of Employee's execution of this release;

e. Employee does not waive any rights arising after the date on which he signs this Agreement;

f. Employee has received valuable consideration in exchange for the release in addition to amounts Employee is already entitled to receive;

g. Employee knowingly, voluntarily and in good faith agrees to all of the terms set forth in this release;

h. Employee knowingly, voluntarily and in good faith intends to be legally bound by this release and to waive the rights identified herein;

i. Employee has been advised (and hereby is advised) to consult with an attorney prior to executing this release; and

j. prior to executing this release, Employee was informed (and hereby is informed) in writing that: (i) Employee has seven (7) days following the date on which Employee executes this release in which to revoke this release, (ii) this release will become effective, enforceable and irrevocable on the eighth calendar day (the "Effective Date") after Employee executes this release, unless the Company receives Employee's written revocation on or before the close of business on the seventh day after Employee executes this release, and (iii) if Employee revokes this release, it will not become effective or enforceable, and Employee will not receive any of the consideration set forth in the Agreement. **Employee's written revocation of this release pursuant to this paragraph must occur by delivering a written notice of revocation to the Company via email to Angie Kervin at Kervin-Angie@aramark.com, and via overnight mail with proof of delivery to: Angie Kervin, Vestis Corporation, 500 Colonial Center Parkway, Suite 140, Roswell, GA 30076.**

4. No Other Payments or Benefits. Except as otherwise provided in this Agreement, Employee shall not be entitled to any other payments, compensation, wages, employment benefits of any kind, reimbursements or distributions from the Company or any Released Parties under (a) the incentive plans, employee benefit plans or any other arrangements maintained by the Company or Released Parties, and (b) this Agreement or any prior agreement, express or implied, written or unwritten, or otherwise. References in this Agreement to the release of claims by Employee against the Company and the other

Released Parties shall be deemed to also include, without limitation, the release of claims against the Company and the Released Parties regarding all contractual payments, compensation, commissions, wages, benefits, back pay, interest, statutory payments and penalties, bonuses, damages, vacation, sick leave, paid time off, medical, dental, optical or hospitalization benefits, accidental death and dismemberment coverage, long-term disability coverage, short and long-term incentive plans, flexible spending plans, stock options, stock grants, stock appreciation rights, loyalty stock, pensions, 401(k) plan or other retirement benefits of any kind, education benefits, automobile usage benefits, life insurance benefits, overtime, sick pay, severance pay, travel expenses, out-of-pocket reimbursements, any other form of compensation, and attorneys' fees and costs arising out of, related to, or derivative from Employee's employment with the Company, the separation thereof, or otherwise. For the avoidance of doubt, nothing in this paragraph or any other paragraph of this Agreement shall be construed to limit Employee's rights or preclude the use of any benefit due and already vested pursuant to an ERISA employment benefit plan.

5. Covenant Not to Sue. Employee hereby represents that he has not filed any state, federal or other lawsuits against the Company or other Released Parties and will not file any state, federal or other lawsuits against the Company or other Released Parties for any claims existing as of the date on which he executes this Agreement. Employee also represents that he has not filed any formal or informal complaints, charges, and/or claims arising out of or related to his employment with the Company or the separation thereof since the Separation Date. Employee further agrees that he will not file any lawsuits against the Company or any of the Released Parties arising out of or in connection with any claims released in this Agreement, except as may be required to enforce the terms of the Agreement. Notwithstanding the foregoing, Employee understands that nothing contained in this Agreement will be interpreted to prevent him from filing a charge with the Equal Employment Opportunity Commission ("EEOC"), or other local civil rights enforcement agency, or from participating in or cooperating with an EEOC or other agency or commission investigation or proceeding. However, Employee agrees that he is waiving, to the maximum extent permitted by applicable law, the right to monetary damages or other individual legal or equitable relief awarded as a result of any such proceeding. Further, this Agreement does not prohibit Employee from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission ("SEC"), the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Nothing in this Agreement requires Employee to seek prior authorization from the Company to make any such reports or disclosures and Employee does not need and is not required to notify the Company that Employee has made any such reports or disclosures. This Agreement is also not intended to and does not restrict Employee from seeking or obtaining an SEC whistleblower award.

6. Severability. If any provision of this Agreement shall be found by a court to be invalid or unenforceable, in whole or in part, then such provision shall be construed and/or modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent

permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be. The parties further agree to seek a lawful substitute for any provision found to be unlawful; provided, that, if the parties are unable to agree upon a lawful substitute, the parties desire and request that a court or other authority called upon to decide the enforceability of this Agreement modify the Agreement so that, once modified, the Agreement will be enforceable to the maximum extent permitted by the law in existence at the time of the requested enforcement.

7. Waiver. A waiver by the Company of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver or estoppel of any subsequent breach by Employee. No waiver shall be valid unless in writing and signed by an authorized officer of the Company.

8. Surviving Provisions. The parties agree that certain provisions of the Employment Agreement, such as Article 1 (Non-Disclosure and Non-Disparagement), Article 2 (Non-Competition), Article 3 (Non-Solicitation), Article 4 (Discoveries and Works) and Article 5 (Remedies), survive the separation of Employee's employment, together with any applicable definitions used in such Articles (collectively, the "Surviving Provisions"). The Surviving Provisions are in addition to Employee's obligations under this Agreement.

9. Trade Secrets. In compliance with 18 U.S.C. § 1833(b), as established by the Defend Trade Secrets Act of 2016, Employee is given notice of the following: (1) that an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (2) that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

10. Notice to Third Parties. Employee will notify any subsequent employer of the existence and terms of Articles 2 and 3 of the Employment Agreement at least 7 days in advance of accepting any such employment. For purposes of this Agreement, "subsequent employer" also includes any person or entity that engages Employee as a contractor, consultant, or in a similar capacity, or with whom Employee otherwise becomes affiliated. Employee also must disclose to the Company's General Counsel, in writing, prior to commencing work with any subsequent employer, the name, address and contact information of any such person or entity along with Employee's hire or engagement date, job title, and a complete description of Employee's anticipated duties. Employee further agrees that the Company, without advance notice to Employee, may notify any person or entity, including but not limited to any prospective and/or future employer(s) of Employee

or any other person or entity that has engaged or intends to engage Employee in any capacity, about the existence and terms of the Employment Agreement and this Agreement.

11. Tolling. Employee acknowledges and agrees that in the event Employee breaches any of the restrictive covenants in this Agreement or the Employment Agreement, the period of each such restrictive covenant shall be tolled during the time of such breach so that the Company receives the full period of the applicable restriction. Employee agrees that, to the maximum extent permitted by applicable law, a court of competent jurisdiction shall extend the duration of the restrictive covenant by a period equal to the length of time from the last date of Employee's employment with the Company to the cessation of any such breach by Employee, or such other date as the court may deem equitable under the circumstances.

12. Non-Admission: Employee understands and agrees that the promises and payments in consideration of this Agreement shall not be construed to be an admission of any liability or obligation by the Company to Employee or any other person, and that the Company makes no such admission. Except for litigation between the parties involving an alleged breach of this Agreement, neither the fact of this Agreement nor any provisions contained in this Agreement shall be construed to be admissible, or shall be admissible, in any other proceeding, either as evidence of wrongdoing by the Company or by any of the Released Parties or for any other purpose.

13. Return of Company Materials. Employee represents that prior to executing this Agreement he returned all Company property within his possession, custody or control, including but not limited to all documents, manuals, computers, computer programs, discs, drives, customer lists, notebooks, reports and other written or graphic materials, including all copies thereof, relating in any way to the Company's business and prepared by Employee or obtained by Employee from the Company, its affiliates, clients or its suppliers during the course of Employee's employment with the Company, with all data intact. Further, to the extent that Employee made use of Employee's own personal computing devices (e.g., phone, laptop, thumb drive, etc.) during Employee's employment with the Company, subject to any applicable litigation hold directive that Employee received and that remains in effect, Employee agrees to: (i) permanently delete all Company property and information from such personal computing devices; (ii) deliver such personal computing devices to the Company for review and permit the Company to delete all Company property and information from such personal computing devices; and/or (iii) allow the Company to remotely delete all Company property and information from such personal computing devices.

14. Future Assistance. For a two-year period following the Separation Date, Employee agrees, if requested in writing by the Company, to provide the Company and its subsidiaries, Aramark and its subsidiaries and/or any of its or their parents, successors, assigns, directors, officers, members, authorized agents or attorneys his reasonable cooperation and assistance in connection with any and all questions, facts or events occurring during Employee's employment or arising out of or related to such employment. This cooperation and assistance includes, but is not limited to, consultation regarding mergers and acquisitions, strategy matters, vendor and customer relations, and occasional

employee matters. Employee will make himself available in connection with any claims, disputes, negotiations, investigations, lawsuits, or administrative proceedings involving the Company, upon the Company's request and without the necessity of subpoena, to provide information or documents, provide truthful declarations or information to the Company, meet with attorneys or other representatives of the Company, prepare for and give depositions or testimony, and/or otherwise cooperate in the investigation, defense or prosecution of any or all such matters. The Company agrees to reimburse Employee for reasonable out-of-pocket expenses incurred by Employee in providing the services described in this Paragraph. Other than for such reasonable out-of-pocket expenses, the parties agree that the only compensation to which Employee shall be entitled for the assistance required under this paragraph shall be the specific payments set forth in this Agreement.

15. Section 409A Compliance. The payments due under this Agreement are intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments of "nonqualified deferred compensation" provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. To the extent Section 409A applies, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments of "nonqualified deferred compensation" to be made under this Agreement by reason of a termination of employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this letter comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A.

16. Amendment. This Agreement may not be altered, amended, or modified except in writing signed by both Employee and the Company.

17. Joint Participation. The parties hereto participated jointly in the negotiation and preparation of this Agreement, and each party has had the opportunity to obtain the advice of legal counsel and to review and comment upon the Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Agreement shall be construed as if the parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one party and in favor of the other.

18. Assignment. Employee warrants and represents that, prior to and including the date hereof, no claim, demand, cause of action, or obligation which is subject to this Agreement has been assigned or transferred to any other person or entity, and no other person or entity has or has had any interest in any such claims, demands, causes of action

or obligations, and that Employee has the sole right to execute this Agreement on his own behalf. Employee shall not assign this Agreement, or any of his rights or obligations under this Agreement, without the prior written consent of an authorized representative of the Company. Any purported assignment by Employee in violation of this paragraph shall be null and void. The Company may assign this Agreement without prior notice to or consent of Employee, and the rights of the Company under this Agreement shall inure to the benefit of the Company's successors and assigns.

19. Integration. This Agreement and the Surviving Provisions constitute the entire agreement between the parties with regard to the subject matters described herein. The parties agree and intend that this Agreement supersedes all prior agreements, discussions, negotiations, understandings and proposals of the parties.

20. Third Party Beneficiaries. Each of the Released Parties is an intended third party beneficiary of this Agreement.

21. Applicable Law. This Agreement shall be governed by, interpreted and construed in accordance with, the laws of the State of Delaware, without regard to the conflicts of law provisions of any state or jurisdiction. Any dispute pertaining to, arising out of or related to this Agreement shall be brought only in, and the parties agree irrevocably to subject themselves to the personal jurisdiction of, a state or federal court of competent jurisdiction in the State of Delaware.

22. Execution of Release. This Agreement may be executed in several counterparts, each of which shall be considered an original, but which when taken together, shall constitute one Agreement.

23. Section Headings. The section headings contained in this Agreement are for convenience only, and shall in no manner be construed as part of this Agreement.

If Employee signs this Agreement fewer than 21 days after he receives it from the Company, he confirms that he does so voluntarily and without any pressure or coercion from anyone at the Company.

[the rest of this page is intentionally blank; the signature page follows on the next page]

IN WITNESS WHEREOF, Employee and the Company have voluntarily signed this Separation Agreement and General Release on the dates set forth below.

CHRISTOPHER R. SYNEK

Christopher Synek

Date: February 5, 2024

VESTIS SERVICES, LLC

By: 

Timothy R. Donovan
Title: Executive Vice President

Date: February 5, 2024

VESTIS CORPORATION

FORM OF DIRECTOR RESTRICTED STOCK UNIT AWARD AGREEMENT
(TIME VESTING)

Effective as of Grant Date (where the “*Grant Date*” shall be specified on the attached Grant Notice), the Participant has been granted a Full Value Award under the Vestis Corporation 2023 Long Term Stock Incentive Plan (the “*Plan*”) in the form of a time-vested restricted stock units (“*RSUs*”) with respect to the number of shares of Common Stock set forth above (the “*Award*”). The Award is subject to the following terms and conditions (which shall be referred to as the “*Award Agreement*”) and the terms and conditions of the Plan as the same has been and may be amended from time to time. Terms used in this Award Agreement are defined elsewhere in this Award Agreement; provided, however, that, capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Plan.

1. Vesting and Forfeiture of RSUs. All RSUs shall be unvested unless and until they become vested and nonforfeitable on the Vesting Date as set forth in this Section 1. Subject to the terms and conditions of this Award Agreement and the Plan, 100% of the RSUs will become vested and nonforfeitable on the calendar day that occurs immediately prior to the earlier of (x) the next scheduled Annual General Meeting of the Company’s stockholders or (y) the first anniversary of the Grant Date (the applicable date, the “*Vesting Date*”) provided that the Participant’s Termination Date has not occurred prior to the Vesting Date. All RSUs that are not vested upon the Participant’s Termination Date shall immediately expire and shall be forfeited for no consideration and the Participant shall have no further rights thereto. Notwithstanding the foregoing:
 - (a) if the Participant’s Termination Date occurs prior to the Vesting Date as the result of the Participant’s Disability or death, 100% of the RSUs will become vested and nonforfeitable on such Termination Date and the Termination Date shall be the “*Vesting Date*”;
 - (b) if the Participant’s Termination Date occurs prior to the Vesting Date for any reason other than termination for Cause, then a pro-rata portion of the unvested RSUs (where the pro-rata portion will be calculated as the product of the number of RSUs set forth above multiplied by a fraction where the numerator is the number of calendar days that occur between the Grant Date and the Termination Date, and the denominator is 365, and where the calculated amount of pro-rata RSUs cannot exceed the total number of RSUs set forth above) shall become vested and nonforfeitable on such Termination Date and the Termination Date will be the “*Vesting Date*” with respect to such RSUs;
 - (c) in the event of a Change of Control, then the terms of Section 9 of the Plan shall control; and
 - (d) if the Participant’s Termination Date occurs prior to the Vesting Date for any other reason, then all RSUs that are not vested upon the Participant’s Termination Date shall immediately expire and shall be forfeited for no consideration and the Participant shall have no further rights thereto then on such Termination Date.
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2. Settlement of Award. Subject to the terms and conditions of this Award, RSUs that have become vested in accordance with Section 1 shall be paid and settled as of the applicable Vesting Date (and no more than thirty (30) days thereafter). The date on which payment and settlement occurs is referred to as the “**Settlement Date.**” Settlement of vested RSUs on a Settlement Date shall be made in the form of shares of Common Stock with one share of Common Stock being issued in settlement of each vested RSUs, rounded up to the nearest whole share being settled as of such Settlement Date. Upon the settlement of any vested RSUs, the RSUs shall be cancelled. Notwithstanding the foregoing, in the event the Committee permits the Participant to elect to defer settlement of the Award, settlement shall occur in accordance with the terms of the nonqualified deferred compensation plan pursuant to which the deferral is made and, in all events, in accordance with section 409A of the Code.
3. Dividend Units. If on any date while RSUs are outstanding hereunder, the Company pays any dividend on shares of Common Stock (other than a dividend payable in shares of Common Stock), the number of RSUs granted to the Participant shall, as of such dividend payment date, be increased by a number of RSUs equal to: (a) the product of (i) the number of RSUs held by the Participant as of the related dividend record date, multiplied by (ii) a dollar amount equal to the per share amount of any cash dividend, divided by (b) the Fair Market Value of a share of Common Stock on the payment date of such dividend. In the case of any dividend declared on shares of Common Stock that is payable in the form of shares of Common Stock, the number of RSUs granted to the Participant shall be increased by a number equal to the product of (A) the aggregate number of RSUs that have been held by the Participant through the related dividend record date, multiplied by (B) the number of shares of Common Stock (rounded up to the nearest whole share) payable as a dividend on a share of Common Stock. Additional RSUs granted pursuant to this Section 3 shall be subject to the vesting provisions and other terms and conditions as the RSUs to which they relate and shares of Common Stock shall be transferred with respect to all additional RSUs granted pursuant to this Section 3 at the same time as such whole shares of Common Stock (rounded up to the nearest whole share) are transferred with respect to the RSUs to which such additional RSUs were attributable.
4. Adjustment of Award. The number of RSUs awarded pursuant to this Award may be adjusted by the Committee in accordance with the Plan to reflect certain corporate transactions which affect the number, type or value of the RSUs.
5. Restriction on Transfer. The RSUs may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way by the Participant, except (a) if permitted by the Board or the Committee, (b) by will or the laws of descent and distribution or (c) pursuant to beneficiary designation procedures approved by the Company, in each case in compliance with applicable laws. The RSUs shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the RSUs contrary to the provisions of this Award or the Plan shall be null and void and without effect.
6. Data Protection. By accepting this Award, the Participant consents to the processing (including international transfer) of personal data as set out in Exhibit A attached hereto

for the purposes specified therein and to any additional or different processes required by applicable law, rule or regulation.

7. Participant's Service. Nothing in this Award shall confer upon the Participant any right to continue in the service of the Company or any of its Affiliates or interfere in any way with the right of the Company, in its sole discretion, to terminate the Participant's service at any time.
8. No Acquired Rights. The opportunity given to the Participant to participate in the Plan and the grant of this Award is entirely at the discretion of the Committee or the Board and does not obligate the Company to offer such participation in the future (whether on the same or different terms).
9. Amendments. The Board may, at any time, amend or terminate the Plan, and the Board or the Committee may amend this Award Agreement, provided that, except as provided in the Plan, no amendment or termination may, in the absence of written consent to the change by the Participant (or, if the Participant is not then living, the affected beneficiary), adversely affect the rights of the Participant or beneficiary under this Award Agreement prior to the date such amendment or termination is adopted by the Board or the Committee, as the case may be.
10. No Rights of a Stockholder. The Participant shall not have any rights as a stockholder of the Company until the shares of Common Stock in question have been registered in the Company's register of stockholders.
11. Unfunded Obligation. The Award shall not be funded, no trust, escrow or other provisions shall be established to secure payments and distributions due hereunder and this Award shall be regarded as unfunded for purposes of the Employee Retirement Income Security Act of 1974, as amended, and the Code. The Participant shall be treated as a general, unsecured creditor of the Company with respect to amounts payable hereunder, and shall have no rights to any specific assets of the Company.
12. Section 409A of the Code. It is intended that any amounts payable under this Award Agreement shall either be exempt from or comply with section 409A of the Code. The provisions of this Award shall be construed and interpreted in accordance with section 409A of the Code. Notwithstanding any other provision of this Award Agreement to the contrary, if any payment or benefit hereunder is subject to section 409A of the Code, and if such payment or benefit is to be paid or provided on account of the Participant's termination of employment or service (or other separation from service), the determination as to whether the Participant has had a termination of employment or service (or other separation from service) shall be made in accordance with the provisions of section 409A of the Code and the guidance issued thereunder without application of any alternative levels of reductions of bona fide services permitted thereunder.
13. Notices. All notices, claims, certifications, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if personally delivered or if sent by nationally-recognized overnight courier, by telecopy,

email or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to the Company, to it at:

Vestis Corporation
1035 Alpharetta Street, Suite 2100
Roswell, GA 30075
Attention: General Counsel

If to the Participant, to him or her at the address set forth on the signature page hereto; or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such notice or other communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery (or if such date is not a business day, on the next business day after the date of delivery), (b) in the case of nationally-recognized overnight courier, on the next business day after the date sent, (c) in the case of telecopy transmission, when received (or if not sent on a business day, on the next business day after the date sent), and (d) in the case of mailing, on the third (3rd) business day following that on which the piece of mail containing such communication is posted.

14. Waiver of Breach. The waiver by either party of a breach of any provision of this Award must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.
15. Governing Law. THIS AWARD WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF DELAWARE WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AWARD, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.
16. Modification of Rights; Entire Agreement. The Participant's rights under this Award and the Plan may be modified only to the extent expressly provided under this Award or the Plan.
17. Severability. It is the desire and intent of the parties hereto that the provisions of this Award be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Award shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Award or affecting the

validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction.

18. Administration. The authority to administer and interpret this Award shall be vested in the Committee, and the Committee shall have all powers with respect to this Award as it has with respect to the Plan. Any interpretation of this Award by the Committee and any decision made by it with respect to this Award is final and binding on all persons.

Exhibit A

DATA PROTECTION NOTICE

- (a) By participating in the Plan or accepting any rights granted under it, the Participant understands that the Company and its Affiliates and/or agents collect, use, store and process personal data relating to the Participant to fulfill their obligations and exercise their rights under the Plan, issue certificates (if any), statements and communications relating to the Plan and generally administer and manage the Plan, including keeping records of participation levels from time to time. Any such processing will take place as described in this data protection notice (*"Data Protection Notice"*).

These data will include data:

- (i) already held in the Participant's records such as the Participant's name and address, ID number, payroll number, length of service and whether the Participant works full-time or part time;
 - (ii) collected upon the Participant accepting the rights granted under the Plan (if applicable); and
 - (iii) subsequently collected by the Company or any of its Affiliates and/or agents in relation to the Participant's continued participation in the Plan, for example, data about shares offered or received, purchased or sold under the Plan from time to time and other appropriate financial and other data about the Participant and his or her participation in the Plan (e.g., the date on which the shares were granted, termination of employment and the reasons of termination of employment or retirement of the Participant).
- (b) Personal data about the Participant as described in paragraph (a) above may be transferred not only within the country in which the Participant is based from time to time or within the European Economic Area (*"EEA"*), but also worldwide, to other Affiliates and/or agents and to the following third parties for the purposes described in paragraph (a) above:
- (i) Plan administrators, transfer agents, auditors, brokers, agents and contractors of, and third-party service providers to, the Company or its Affiliates such as printers and mail houses engaged to print or distribute notices or communications about the Plan;
 - (ii) regulators, tax authorities, stock or security exchanges and other supervisory, regulatory, governmental or public bodies as required by law;
 - (iii) actual or proposed merger or acquisition partners or proposed assignees of, or those taking or proposing to take security over, the business or assets or stock of the Company or its Affiliates and their agents and contractors;
 - (iv) other third parties to whom the Company or its Affiliates and/or agents may need to communicate/transfer the data in connection with the administration of the Plan, under a duty of confidentiality to the Company and its Affiliates; and
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- (v) the Participant's family members, heirs, legatees and others associated with the Participant in connection with the Plan.

Not all countries, where the personal data may be processed or transferred to, have an equal level of data protection as in Canada, the EU or EEA. Countries to which data are transferred include the United States and Bermuda. The Company, as the responsible data controller of any data processing for the purposes of the Plan, is located in the United States. For any transfers outside the country of origin of the personal data or with a third party, the Company will ensure that appropriate measures are in place to ensure an adequate level of protection for your personal data, including technical or contractual measures where necessary.

For European personal data, onward transfers of personal data within the United States and to Bermuda are generally undertaken with adequate safeguards in place to protect personal data, such as Standard Contractual Clauses issued by the European Commission, which are, where necessary, supplemented with additional measures to provide adequate protection of personal data.

All national and international transfer of personal data is only done in order to fulfill the obligations and rights of the Company and/or its Affiliates under the Plan.

The Participant may access, modify, correct or delete personal data about the Participant, restrict or object to the processing of personal data, or opt to receive personal data in a structured, commonly used, machine readable form which provides the ability to move, copy or transfer personal data to another controller by contacting the local data protection officer in the country in which the Participant is based. Please note, however, that certain personal information about the Participant may be exempt from afore mentioned rights pursuant to applicable data protection laws. In addition, the Participant has the right to lodge a complaint with a competent data protection supervisory authority, in particular in the EU Member State where the Participant resides, works or the place of the alleged infringement. If the Participant has a complaint regarding the manner in which personal information relating to the Participant is dealt with, the Participant should contact the appropriate local data protection officer referred to above.

- (c) The processing (including transfer) of data described above is essential for the administration and operation of the Plan. Therefore, it is essential that his/her personal data is processed in the manner described above.
- (d) The Company will only retain personal data for as long as is required to satisfy the purposes as described in paragraph (a) above, except where otherwise provided or required by law (e.g., in connection with pending litigation).

GRANT NOTICE

VESTIS DIRECTOR RSU AWARD KEY TERMS & CONDITIONS

Participant Data

Participant Data Elements	Participant Information
Participant Name	[]
Participant Employee ID Number	[]
Grant ID Number	[]

Vestis Director RSU Award Key Terms & Conditions

Grant Elements	Key Terms & Conditions
Grant Date	[]
Vestis LTI Award Type	Restricted Stock Units (RSUs)
Restricted Stock Units Granted	[] RSUs
Vesting Date	100% of the RSUs will become vested and nonforfeitable on the calendar day that occurs immediately prior to the earlier of (x) the next scheduled Annual General Meeting of the Company's stockholders or (y) the first anniversary of the Grant Date

VESTIS CORPORATION

FORM OF PERFORMANCE STOCK UNIT AWARD AGREEMENT

Effective as of the Grant Date (where the “*Grant Date*” shall be specified on the attached Grant Notice), the Participant has been granted a Full Value Award (the “*Award*”) under the Vestis Corporation 2023 Long Term Stock Incentive Plan (the “*Plan*”) in the form of performance stock units (“*PSUs*”) with respect to the target number of shares of Common Stock (“*Target PSUs*”) as each are set forth on the attached Grant Notice. The Award is subject to the following terms and conditions (which shall be referred to as the “*Award Agreement*”) and the terms and conditions of the Plan as the same has been and may be amended from time to time. Terms used in this Award Agreement are defined elsewhere in this Award Agreement; provided, however, that, capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Plan.

1. Performance and Service Vesting Conditions. The number of Target PSUs that shall become earned and vested pursuant to this Award shall be based on achievement of the applicable performance conditions for the applicable “*Performance Period*” as set forth on the attached Grant Notice. The number of Target PSUs that become earned and vested (“*Earned PSUs*”) shall be determined by the Committee following the end of the Performance Period on the date determined by the Committee subject to the terms and conditions of this Award (the “*Determination Date*”).
 2. Unvested Award. Except as otherwise specifically provided herein, the Participant shall have no right with respect to any payments or other amounts in respect of this Award until last day of the Performance Period (the “*Vesting Date*”) and if the Participant’s Termination Date occurs before the Vesting Date, all then outstanding PSUs subject to this Award shall immediately expire and shall be forfeited for no consideration and the Participant shall have no further rights thereto. Notwithstanding the foregoing:
 - (a) if the Participant’s Termination Date occurs prior to the Vesting Date as the result of the Participant’s Disability or death, the Target PSUs shall remain outstanding and unvested through the Vesting Date and the Specified Portion (as defined below) of the Target PSUs that would have become Earned PSUs (if any) as of the Vesting Date had the Termination Date not occurred shall become Earned PSUs as of the Vesting Date and the Target PSUs that do not become Earned PSUs as of the Vesting Date shall be forfeited for no consideration as of the Vesting Date;
 - (b) if the Participant’s Termination Date occurs prior to the Vesting Date as a result of the Participant’s Retirement (defined herein as the Participant’s Termination Date that occurs on or after achieving both age sixty (60) and five (5) years of continuous service with the Company and its Affiliates and where such termination does not occur for any other reason) on or after the first anniversary of the Grant Date, any then outstanding Target PSUs shall remain outstanding and that number of Target PSUs that would have become Earned PSUs on the Vesting Date had the Termination Date not occurred shall become Earned PSUs on the Vesting Date; and
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- (c) in the event of a Change of Control, the terms of Section 9 of the Plan shall control.

For purposes of this Award Agreement, the term “*Specified Portion*” shall mean (i) one-third (1/3) if the Termination Date occurs prior to the beginning of the second fiscal year of the Performance Period, (ii) two-thirds (2/3) if the Termination Date occurs on or after the beginning of the second fiscal year of the Performance Period and prior to the beginning of the third fiscal year of the Performance Period and (iii) the entire Target PSU amount if the Termination Date occurs on or after the beginning of the third fiscal year of the Performance Period as set forth on the attached Grant Notice.

Notwithstanding any provision of the Plan or this Agreement to the contrary, in determining the number of a Participant’s Target PSUs that will become Earned PSUs, the Committee may, in its sole and absolute discretion, make adjustments to the performance conditions set forth in the Grant Notice to reduce the number of Earned PSUs, including reducing the number of Earned PSUs to zero.

3. Settlement of Award. Subject to the terms and conditions of this Award, Earned PSUs shall be paid and settled on the date determined by the Committee after the end of the Performance Period and after the Determination Date, however, in no case later than two-and one-half months following the Vesting Date. The date on which payment and settlement occurs is referred to as the “*Settlement Date.*” Settlement of Earned PSUs on a Settlement Date shall be made in the form of shares of Common Stock with one share of Common Stock being issued in settlement of each Earned Target PSU, rounded up to the nearest whole share being settled as of such Settlement Date. Upon the settlement of any Earned PSUs, such PSUs shall be cancelled. Any Target PSUs that do not become Earned PSUs on the Determination Date shall be forfeited for no consideration as of the Determination Date and the Participant shall have no further rights with respect thereto. Notwithstanding the foregoing, in the event the Committee permits the Participant to elect to defer settlement of the Award, settlement shall occur in accordance with the terms of the nonqualified deferred compensation plan pursuant to which the deferral is made and, in all events, in accordance with section 409A of the Code.
4. Dividend Units. If on any date while Target PSUs are outstanding hereunder, the Company pays any dividend on shares of Common Stock (other than a dividend payable in shares of Common Stock), the number of Target PSUs granted to the Participant shall, as of such dividend payment date, be increased by a number of Target PSUs equal to: (a) the product of (i) the number of Target PSUs held by the Participant as of the related dividend record date, multiplied by (ii) a dollar amount equal to the per share amount of any cash dividend, divided by (b) the Fair Market Value of a share of Common Stock on the payment date of such dividend. In the case of any dividend declared on shares of Common Stock that is payable in the form of shares of Common Stock, the number of Target PSUs granted to the Participant shall be increased by a number equal to the product of (A) the aggregate number of Target PSUs that have been held by the Participant through the related dividend record date, multiplied by (B) the number of shares of Common Stock (rounded up to the nearest whole share) payable as a dividend on a share of Common Stock. Additional Target PSUs granted pursuant to this Section 3 shall be subject to the vesting provisions and other terms and conditions as the Target PSUs to which they relate and shares of Common Stock shall

be transferred with respect to all additional Target PSUs granted pursuant to this Section 3 at the same time as such whole shares of Common Stock (rounded up to the nearest whole share) are transferred with respect to the Target PSUs to which such additional Target PSUs were attributable. For the avoidance of doubt, for purposes of this, the number of Target PSUs held by the Participant as of an applicable dividend record date shall be deemed to the aggregate number of additional PSUs (if any) previously credited to the Participant pursuant to this Section 4 in respect of any prior dividend declared on a share of Common Stock since the Grant Date.

5. Adjustment of Award. The number of PSUs awarded pursuant to this Award may be adjusted by the Committee in accordance with the Plan to reflect certain corporate transactions which affect the number, type or value of the PSUs.
6. Restriction on Transfer. The PSUs may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way by the Participant, except (a) if permitted by the Board or the Committee, (b) by will or the laws of descent and distribution or (c) pursuant to beneficiary designation procedures approved by the Company, in each case in compliance with applicable laws. The PSUs shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the PSUs contrary to the provisions of this Award or the Plan shall be null and void and without effect.
7. Data Protection. By accepting this Award, the Participant consents to the processing (including international transfer) of personal data as set out in Exhibit A attached hereto for the purposes specified therein and to any additional or different processes required by applicable law, rule or regulation.
8. Participant's Employment or Service. Nothing in this Award shall confer upon the Participant any right to continue in the employ or service of the Company or any of its Affiliates or interfere in any way with the right of the Company and its Affiliates, in their sole discretion, to terminate the Participant's employment or to increase or decrease the Participant's compensation at any time.
9. No Acquired Rights. The opportunity given to the Participant to participate in the Plan and the grant of this Award is entirely at the discretion of the Committee or the Board and does not obligate the Company or any of its Affiliates to offer such participation in the future (whether on the same or different terms). The Participant's participation in the Plan and the receipt of this Award is outside the terms of the Participant's regular contract of employment and is therefore not to be considered part of any normal or expected compensation and that the termination of the Participant's employment under any circumstances whatsoever will give the Participant no claim or right of action against the Company or its Affiliates in respect of any loss of rights under this Award or the Plan that may arise as a result of any such termination of employment.
10. Amendments. The Board may, at any time, amend or terminate the Plan, and the Board or the Committee may amend this Award Agreement, provided that, except as provided in the Plan, no amendment or termination may, in the absence of written consent to the change

by the Participant (or, if the Participant is not then living, the affected beneficiary), adversely affect the rights of the Participant or beneficiary under this Award Agreement prior to the date such amendment or termination is adopted by the Board or the Committee, as the case may be.

11. No Rights of a Stockholder. The Participant shall not have any rights as a stockholder of the Company until the shares of Common Stock in question have been registered in the Company's register of stockholders.
12. Unfunded Obligation. The Award shall not be funded, no trust, escrow or other provisions shall be established to secure payments and distributions due hereunder and this Award shall be regarded as unfunded for purposes of the Employee Retirement Income Security Act of 1974, as amended, and the Code. The Participant shall be treated as a general, unsecured creditor of the Company with respect to amounts payable hereunder and shall have no rights to any specific assets of the Company.
13. Withholding.
 - (a) The Participant will pay, or make provisions satisfactory to the Company for payment of any federal, state, local and other applicable taxes required to be withheld in connection with the Award and any issuance or transfer of shares of Common Stock under this Award and to take such action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes. If Participant has not made payment for applicable taxes, such taxes shall be paid by withholding shares of Common Stock from the issuance or transfer of shares of Common Stock due under this Award, rounded down to the nearest whole share of Common Stock, with the balance to be paid in cash or withheld from compensation or other amount owing to the Participant from the Company or any Affiliate, and the Company and any such Affiliate is hereby authorized to withhold such amounts from any such issuance, transfer, compensation or other amount owing to the Participant.
 - (b) If the Participant's employment with the Company terminates prior to the issuance or transfer of any remaining shares of Common Stock due to be issued or transferred to the Participant under this Award, the payment of any applicable withholding taxes with respect to any such issuance or transfer shall be made through the withholding of shares of Common Stock from such issuance or transfer, rounded down to the nearest whole shares of Common Stock, with the balance to be paid in cash or withheld from compensation or other amount owing to the Participant from the Company or any Affiliate, as provided in Section 13(a) above.
 - (c) Subject to the foregoing provisions of this Section 13, the Committee shall, in its sole discretion, permit a Participant to satisfy, in whole or in part, the applicable tax withholding by (i) the deduction from any amount payable to the Participant in cash or the delivery of shares of Common Stock owned by the Participant having a Fair Market Value equal to such withholding liability or (ii) having the Company withhold from the number of shares of Common Stock otherwise issuable or

deliverable pursuant to the exercise or settlement of the Award, including, without limitation and for the avoidance of doubt, shares redeemed as part of a Net Exercise settlement, a number of shares with a Fair Market Value equal to such withholding liability (at a rate as determined by the Committee that will not have adverse accounting consequences and is permitted under applicable IRS withholding rules); provided, however, that in such event, the Committee may exercise its discretion to limit or prohibit the use of shares of Common Stock for such withholding liability if the Committee determines in good faith that to allow for the use of such shares with respect to withholding liability would result in a material negative impact on the Company's and its Affiliates' near-term liquidity needs.

14. Section 409A of the Code. It is intended that any amounts payable under this Award Agreement shall either be exempt from or comply with section 409A of the Code. The provisions of this Award shall be construed and interpreted in accordance with section 409A of the Code. Notwithstanding any other provision of this Award Agreement to the contrary, if any payment or benefit hereunder is subject to section 409A of the Code, and if such payment or benefit is to be paid or provided on account of the Participant's termination of employment or service (or other separation from service):

- (a) and if the Participant is a specified employee (within the meaning of section 409A(a)(2)(B) of the Code) and if any such payment or benefit is required to be made or provided prior to the first day of the seventh month following the Participant's separation from service or termination of employment, such payment or benefit shall be delayed until the first day of the seventh month following the Participant's termination of employment or separation from service; and
- (b) the determination as to whether the Participant has had a termination of employment (or other separation from service) shall be made in accordance with the provisions of section 409A of the Code and the guidance issued thereunder without application of any alternative levels of reductions of bona fide services permitted thereunder.

15. Notices. All notices, claims, certifications, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if personally delivered or if sent by nationally-recognized overnight courier, by telecopy, email or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to the Company, to it at:

Vestis Corporation
1035 Alpharetta Street, Suite 2100
Roswell, GA 30075
Attention: General Counsel

If to the Participant, to him or her at the address set forth on the signature page hereto; or to such other address as the party to whom notice is to be given may have furnished to the

other party in writing in accordance herewith. Any such notice or other communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery (or if such date is not a business day, on the next business day after the date of delivery), (b) in the case of nationally-recognized overnight courier, on the next business day after the date sent, (c) in the case of telecopy transmission, when received (or if not sent on a business day, on the next business day after the date sent), and (d) in the case of mailing, on the third (3rd) business day following that on which the piece of mail containing such communication is posted.

16. Waiver of Breach. The waiver by either party of a breach of any provision of this Award must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.
17. Governing Law. THIS AWARD WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF DELAWARE WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AWARD, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.
18. Modification of Rights; Entire Agreement. The Participant's rights under this Award and the Plan may be modified only to the extent expressly provided under this Award or the Plan. This Award and the Plan (and the other writings referred to herein) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto. For the avoidance of doubt, this Award, the Certificate of Grant and the Plan do not supersede any Service Agreement between the Participant and the Company or any of its Affiliates or any other agreement between the Participant and the Company or any of its Affiliates subjecting the Participant to confidentiality, non-solicitation, non-competition and/or other restrictive covenants in favor of the Company or its Affiliates (a "***Restrictive Covenant Agreement***").
19. Clawback upon Breach of Restrictive Covenants. In the event the Participant breaches the Participant's Restrictive Covenant Agreement at any time during the Participant's employment with the Company or within the post-termination restricted period applicable under the Restrictive Covenants Agreement, then without limiting any other remedies available to the Company (including, without limitation, remedies involving injunctive relief), the Participant shall immediately forfeit any remaining unvested portion of the Award and the Participant shall be required to return to the Company all shares of Common Stock previously issued in respect of the Award to the extent the Participant continues to own such shares of Common Stock or, if the Participant no longer owns such shares of Common Stock, the Participant shall be required to repay to the Company the pre-tax cash

value of such shares of Common Stock calculated based on the Fair Market Value of such shares of Common Stock on the date such shares of Common Stock were issued to the Participant in respect of the Award.

20. Acknowledgements. The Participant acknowledges that the PSUs described in this Award are subject to the Company's Incentive Compensation Recoupment Policy.
21. Severability. It is the desire and intent of the parties hereto that the provisions of this Award be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Award shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction.
22. Administration. The authority to administer and interpret this Award shall be vested in the Committee, and the Committee shall have all powers with respect to this Award as it has with respect to the Plan. Any interpretation of this Award by the Committee and any decision made by it with respect to this Award is final and binding on all persons.

Exhibit A

DATA PROTECTION NOTICE

- (a) By participating in the Plan or accepting any rights granted under it, the Participant understands that the Company and its Affiliates and/or agents collect, use, store and process personal data relating to the Participant to fulfill their obligations and exercise their rights under the Plan, issue certificates (if any), statements and communications relating to the Plan and generally administer and manage the Plan, including keeping records of participation levels from time to time. Any such processing will take place as described in this Data Protection Notice ("Data Protection Notice").

These data will include data:

- (i) already held in the Participant's records such as the Participant's name and address, ID number, payroll number, length of service and whether the Participant works full-time or part time;
- (ii) collected upon the Participant accepting the rights granted under the Plan (if applicable); and
- (iii) subsequently collected

by the Company or any of its Affiliates and/or agents in relation to the Participant's continued participation in the Plan, for example, data about shares offered or received, purchased or sold under the Plan from time to time and other appropriate financial and other data about the Participant and his or her participation in the Plan (e.g., the date on which the shares were granted, termination of employment and the reasons of termination of employment or retirement of the Participant).

- (b) Personal data about the Participant as described in paragraph (a) above may be transferred not only within the country in which the Participant is based from time to time or within the European Economic Area ("EEA"), but also worldwide, to other Affiliates and/or agents and to the following third parties for the purposes described in paragraph (a) above:
- (i) Plan administrators, transfer agents, auditors, brokers, agents and contractors of, and third-party service providers to, the Company or its Affiliates such as printers and mail houses engaged to print or distribute notices or communications about the Plan;
 - (ii) regulators, tax authorities, stock or security exchanges and other supervisory, regulatory, governmental or public bodies as required by law;
 - (iii) actual or proposed merger or acquisition partners or proposed assignees of, or those taking or proposing to take security over, the business or assets or stock of the Company or its Affiliates and their agents and contractors;
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(iv) other third parties to whom the Company or its Affiliates and/or agents may need to communicate/transfer the data in connection with the administration of the Plan, under a duty of confidentiality to the Company and its Affiliates; and

(v) the Participant's family members, heirs, legatees and others associated with the Participant in connection with the Plan.

Not all countries, where the personal data may be processed or transferred to, have an equal level of data protection as in Canada, the EU or EEA. Countries to which data are transferred include the United States and Bermuda. The Company, as the responsible data controller of any data processing for the purposes of the Plan, is located in the United States. For any transfers outside the country of origin of the personal data or with a third party, the Company will ensure that appropriate measures are in place to ensure an adequate level of protection for your personal data, including technical or contractual measures where necessary.

For European personal data, onward transfers of personal data within the United States and to Bermuda are generally undertaken with adequate safeguards in place to protect personal data, such as Standard Contractual Clauses issued by the European Commission, which are, where necessary, supplemented with additional measures to provide adequate protection of personal data.

All national and international transfer of personal data is only done in order to fulfill the obligations and rights of the Company and/or its Affiliates under the Plan.

The Participant may access, modify, correct or delete personal data about the Participant, restrict or object to the processing of personal data, or opt to receive personal data in a structured, commonly used, machine readable form which provides the ability to move, copy or transfer personal data to another controller by contacting the local data protection officer in the country in which the Participant is based. Please note, however, that certain personal information about the Participant may be exempt from afore mentioned rights pursuant to applicable data protection laws. In addition, the Participant has the right to lodge a complaint with a competent data protection supervisory authority, in particular in the EU Member State where the Participant resides, works or the place of the alleged infringement. If the Participant has a complaint regarding the manner in which personal information relating to the Participant is dealt with, the Participant should contact the appropriate local data protection officer referred to above.

- (c) The processing (including transfer) of data described above is essential for the administration and operation of the Plan. Therefore, it is essential that his/her personal data is processed in the manner described above.
- (d) The Company will only retain personal data for as long as is required to satisfy the purposes as described in paragraph (a) above, except where otherwise provided or required by law (e.g., in connection with pending litigation).

GRANT NOTICE

VESTIS PSU AWARD KEY TERMS & CONDITIONS

Participant Data

Participant Data Elements	Participant Information
Participant Name	[]
Participant Employee ID Number	[]
Grant ID Number	[]

Vestis PSU Award Key Terms & Conditions

Grant Elements	Key Terms & Conditions
Grant Date	[]
Vestis LTI Award Type	Performance Stock Units (PSUs)
Performance Stock Units Granted	[] “Target” PSUs
Performance Period	<i>[Performance Period to be defined, typically covering three (3) consecutive Fiscal Years]</i>
Performance Conditions	<i>[Defined below]</i>
Signature Acceptance	[]

PSU Performance Conditions

[To be specified as approved by the Compensation Committee for each PSU Award]

VESTIS CORPORATION
SECURITIES TRADING POLICY

Set forth below is the policy of Vestis Corporation and its subsidiaries (the "Corporation") regarding securities trading (the "Policy"). This Policy applies to all employees and directors of the Corporation and is subject to change without prior notification. Please note that this Policy supplements the restrictions set forth in the Business Conduct Policy of the Corporation and the other policies of the Corporation.

Any violation of this securities trading policy may result in immediate dismissal and may subject the individual involved to both civil and criminal penalties. This is an extremely important matter, and we urge you to read the following with care.

This Policy is divided into two parts, Section I sets forth the trading restrictions and policies that apply to each member of the Corporation's Board of Directors (the "Board") and each of the Corporation's employees, as well as his or her respective spouse, minor children and any other family members having the same home as him or her ("Immediate Family"), as well as, unless an exemption is specifically authorized by the Board, any other account for which he or she makes or influences investment decisions, such as an account for a member of his or her family who consults him or her about investment decisions or a trust account or other account as to which he or she has investment authority ("Controlled Accounts").

Section II contains additional trading restrictions applicable to the Board, executive officers and certain other designated employees (the "Designated Employees"). From time to time, certain other employees may be designated as "Designated Employees" due to their position, responsibilities or their actual or potential access to material information.

This Policy continues in effect until the opening of the first Window Period (as defined below) after termination of employment or other relationship with the Corporation, except that the pre-clearance requirements set forth in Section II continue to apply to directors and executive officers for up to six months after the termination of his or her status as a director or executive officer.

I. Directors and All Employees

1. Prohibitions Against Trading on or Tipping Non-Public Information

The federal securities laws and rules promulgated thereunder prohibit any person that is aware of material, non-public information from purchasing or selling securities and from communicating such information to any other person for such use. Material information is any information that a reasonable investor would consider important in determining whether to buy, sell or hold securities. Non-public information is information that has not been effectively disseminated to the investing public.

The sole exception to this prohibition is if the purchase or sale is made pursuant to a pre-existing written plan or arrangement complying with Rule 10b5-1 promulgated under the

Securities Exchange Act of 1934, as amended (the “Exchange Act”), and approved in advance by the Corporation’s Legal Department. The adoption and terms of Rule 10b5-1 trading plans must comply with all applicable rules and regulations. During the period that a person is aware of material, non-public information and absent a pre-existing written plan or arrangement pursuant to Rule 10b5-1, he or she will have to forgo a proposed transaction in the Corporation’s securities, even though he or she may have planned to make the purchase or sale before learning of the material, non-public information and even though failure to execute the purchase or sale may result in an economic loss to, or nonrealization of anticipated profit by, the person possessing such information. For additional requirements relating to Rule 10b5-1 trading plans, see Appendix A.

This Policy is intended to protect the Corporation’s employees, Board members and their families, and the Corporation from insider trading violations. However, the guidance set forth in this Policy is not intended to replace your responsibility to understand and comply with the legal prohibition on insider trading. Appropriate judgment should be exercised in connection with all securities trading. If you have specific questions regarding this Policy or applicable law, please contact the persons listed at the end of this Policy.

Employees and Board members may not purchase or sell securities issued by the Corporation or any other company with which the Corporation transacts business while aware of material, non-public information concerning the Corporation or such other company, respectively.

It is also the Corporation’s policy that all non-public information concerning the Corporation, its clients, suppliers and competitors, which is obtained by the Corporation’s employees or the Board in the course of his or her employment or Board membership may not be communicated to any other person (including relatives, friends or business associates or in any consultant capacity and regardless of the purpose for which such communication may be made), except to the extent necessary to perform authorized work for the Corporation or as otherwise specifically permitted by law, nor should such information be discussed with any person within the Corporation under circumstances where it could be overheard.

Non-public information relating to the Corporation is the property of the Corporation and the unauthorized disclosure of such information is forbidden. Written information should be appropriately safeguarded and should not be left where it may be seen by persons not entitled to the information. The unauthorized disclosure of information could result in serious consequences to the Corporation and such other companies, whether or not such disclosure is made for the purpose of facilitating improper trading in securities.

In addition to other circumstances in which it may be applicable, this confidentiality policy must be strictly adhered to in responding to inquiries about the Corporation that may be made by the press, financial analysts or other members of the financial community. It is important that responses to any such inquiries be made on behalf of the Corporation by a designated person. Accordingly, neither the Board nor employees of the Corporation should respond to such inquiries unless expressly authorized to do so. Any such inquiries should be referred to the Vice President, Investor Relations. For further information about the

Corporation's policy with respect to disclosure of material, non-public information, see the Corporation's Policy on Fair Disclosure to Investors.

The term "security" or "securities" is defined very broadly by the securities laws and includes: stock (common and preferred), stock options, warrants, bonds, notes, debentures, convertible instruments, put or call options (i.e., exchange-traded options), and other similar instruments.

2. Material, Non-Public Information

A determination as to whether information is material or non-public depends on all of the related facts and circumstances. Information that you should consider material includes, but is not limited to:

- quarterly or annual results;
- guidance on earnings estimates and changing or confirming such guidance on a later date;
- mergers, acquisitions, tender offers, joint ventures, or changes in assets;
- new products or discoveries;
- developments regarding customers or suppliers, including the acquisition or loss of an important contract;
- changes in control or in senior management;
- changes in compensation policy;
- change in the Corporation's independent registered public accounting firm or notification that the Corporation may no longer rely on such firm's report;
- financings and other events regarding the Corporation securities (e.g., defaults on securities, calls of securities for redemption, share repurchase plans, stock splits, public or private sales of securities, changes in dividends and changes to the rights of securityholders);
- significant write-offs;
- significant litigation or governmental investigations;
- significant cybersecurity breaches; and
- bankruptcy, corporate restructuring or receivership.

In addition, it should be emphasized that material information does not have to relate to a company's business. For example, information about the contents of a forthcoming publication in the financial press that is expected to affect the market price of a security could be material. Courts often resolve close cases in favor of finding the information material. Therefore, you should err on the side of caution and keep in mind that the Securities and Exchange Commission's ("SEC") rules and regulations provide that the mere fact that a person is aware of the information is a bar to trading. It is no excuse that such person's reasons for trading were not based on the information.

For the purpose of this Policy, information is "non-public" until three criteria have been satisfied:

First, the information must have been widely disseminated. Insiders should assume that information has NOT been widely disseminated unless one or more of the following has occurred:

- it has been carried in a “financial” news service such as the Dow Jones Broad Tape;
- it has been carried in a “general” news service such as the Associated Press;
- it has been carried by a national television news service; or
- it has appeared in a filing with the SEC.

Second, the information disseminated must be some form of “official” announcement. In other words, the fact that rumors, speculation, or statements attributed to unidentified sources are public is insufficient to be considered widely disseminated even when the information is accurate.

Third, after the information has been disseminated, a period of time must pass sufficient for the information to be assimilated by the general public. As a general rule, at least 24 hours (several of which must be hours during which the New York Stock Exchange is open for trading) must elapse between the dissemination of information in a national news medium and when that information may be considered public.

3. Stock Options

The Corporation’s employees may exercise stock options and hold the underlying securities, notwithstanding the foregoing prohibitions, provided that the exercise price and applicable withholding tax are paid in cash. “Broker’s cashless exercises” and option exercises where securities are traded in order to pay the exercise price or withholding may only be executed when the holder is not in possession of material, nonpublic information and in accordance with any applicable restrictions under the Corporation’s equity plans.

4. Employee Stock Purchase Plan

The Corporation’s employees may participate in Employee Stock Purchase Plan in effect from time to time, including any “cashless participation feature,” notwithstanding the prohibitions described herein, provided that such participation is in accordance with the Corporation’s policies and procedures in effect at such time. Note that any sale of stock acquired through such Employee Stock Purchase Plan, other than through the “cashless participation feature” is subject to this Policy.

5. Prohibition on Short-Term Trading

Short-term investment activity in the Corporation’s securities, such as trading in or writing options, warrants, puts, calls or similar instruments on the Corporation’s securities or

selling such securities “short” (i.e., selling stock that is not owned and borrowing the shares to make delivery), arbitrage trading or “day trading,” is not appropriate under any circumstances, and accordingly is prohibited. Such activities put the personal gain of the trader in conflict with the best interests of the Corporation and its securityholders or otherwise may give the appearance of impropriety.

6. Hedging Transactions

Hedging arrangements include any swap, forward, option, future, collar, exchange fund or other derivative transactions or arrangements that hedge or offset, or are designed to hedge or offset, any decrease in the market value of shares of the Corporation’s common stock, or otherwise transfer to another, in whole or in part, any of the economic consequences of ownership of any shares of the Corporation’s common stock at the same time the director or employee holds the stock. The Corporation’s directors and employees may not enter into any hedging transactions with respect to the Corporation’s securities.

7. Margin Accounts and Pledges

Securities purchased on margin may be sold by the broker without the customer’s consent if the customer fails to meet a margin call. Similarly, securities held in an account which may be borrowed against or are otherwise pledged (or hypothecated) as collateral for a loan may be sold in foreclosure if the borrower defaults on the loan. Accordingly, if a person purchases securities on margin or pledges them as collateral for a loan, a margin sale or foreclosure sale may occur at a time when such person is aware of material non-public information or otherwise not permitted to trade in the Corporation’s securities. The sale, even though not initiated at the person’s request, is still a sale for such person’s benefit and may subject such person to liability under the insider trading rules if made at a time when such person is aware of material non-public information. Similar cautions apply to a bank or other loans for which a person has pledged stock as collateral. Because of these risks, you should consult with the Corporation’s Legal Department and your own outside legal advisor prior to engaging in any such transactions.

II. Section 16 Reporting Persons and Designated Employees

In addition to the policies set forth in Section I of this Policy, the following sets forth additional restrictions applicable to directors, executive officers, the principal accounting officer and Designated Employees.

1. General

In addition to the trading restrictions and policies which apply to all directors and employees as outlined in Section I above, the Corporation requires that (i) all Section 16 Reporting Persons (defined below) and Designated Employees may only trade in the Corporation’s securities during Window Periods (as defined below) and (ii) all Section 16 Reporting Persons must obtain prior written approval to purchase, sell, gift or otherwise acquire, transfer or dispose of the Corporation’s securities. “Section 16 Reporting Persons” are the Corporation’s directors, executive officers and principal accounting officer.

The Window Periods and, for Section 16 Reporting Persons, the pre-clearance requirement applies not only to transactions engaged in by such persons (directly or indirectly, through Rule 10b5-1 plans or otherwise), but also to transactions engaged in by their Immediate Family and Controlled Accounts.

Any violation of the securities trading policy or failure to comply with the approval process may result in serious civil or criminal penalties under the law.

2. Window Periods

Section 16 Reporting Persons and Designated Employees may only trade, transfer and gift the Corporation's securities during a Window Period (or pursuant to a valid Rule 10b5-1 plan adopted during an open Window Period).

A window period generally begins with the trading day on the New York Stock Exchange that is at least one full trading day after the day on which the Corporation makes a public news release of its quarterly or annual earnings for the prior fiscal quarter or fiscal year, as the case may be ("Window Period"). That same trading window closes 14 calendar days prior to the end of the then current fiscal quarter. After the close of the Window Period, Section 16 Reporting Persons and Designated Employees may not purchase, sell, gift or otherwise acquire, transfer or dispose of any of the Corporation's securities.

The prohibition against trading on or tipping material non-public information applies even in a trading Window Period described above. For example, if a material acquisition or divestiture is pending or if a forthcoming publication in the financial press may affect the relevant securities market, you may not trade the Corporation's securities (such occurrence may be referred to as a "blackout"). The Corporation may also close regular Window Periods or decide not to open regular Window Periods for some or all Section 16 Reporting Persons and Designated Employees if any such event occurs or appears likely. All those affected shall not trade in the Corporation's securities while the suspension is in effect, and shall not disclose to others that the Corporation suspended trading for certain individuals. You should consult the General Counsel whenever you are in doubt.

In order to assist you in complying with this Policy, the Corporation plans to deliver an e-mail (or other communication) notifying all Section 16 Reporting Persons and Designated Employees when the Window Period has opened and when the Window Period is scheduled to close. The Corporation's delivery or non-delivery of these e-mails (or other communication) does not relieve you of your obligation to only trade in the Corporation's securities in full compliance with this Policy.

3. Pre-Clearance Requirements

In addition to the above, Section 16 Reporting Persons may only trade, transfer and gift the Corporation's securities after obtaining pre-approval from the General Counsel or his designee (with any trades pursuant to a Rule 10b5-1 plan deemed approved upon the Corporation's approval of the entry into such Rule 10b5-1 plan). **Approval for trades, transfers and gifts of the Corporation's securities will generally be granted only during a Window**

Period and the transaction may only be performed during the Window Period in which the approval was granted.

To the extent possible, requests for approval will be processed within two business days after receipt. If approved, the transaction must be completed within five business days, but in no event after the expiration of the applicable Window Period and in no event if the person comes into possession of material, non-public information or if the pre-clearance is withdrawn. A form of "Request for Approval" is attached to this memorandum. Prior to the opening of each Window Period, the Corporation plans to deliver a communication notifying all Section 16 Reporting Persons to whom pre-clearance requests should be directed. Approval of pre-clearance requests is in the sole discretion of the Corporation.

4. Hardship Exemptions

Those subject to the Window Periods or a blackout pursuant to this Section II may request a hardship exemption for periods outside the Window Periods or during a blackout, as applicable, if they are not in possession of material non-public information and are not otherwise prohibited from trading pursuant to this Policy. Hardship exemptions are granted infrequently and only in exceptional circumstances. Any request for a hardship exemption should be made to the General Counsel. The General Counsel is under no obligation to approve any request for a hardship exemption.

5. Stock Options

Section 16 Reporting Persons and Designated Employees may exercise and hold stock options without regard to the Window Periods where the exercise price and applicable withholding tax are paid in cash. "Broker's cashless exercises" and option exercises where securities are traded in order to pay the exercise price or withholding taxes are subject to pre-approval, must be performed during a Window Period and at a time when the holder is not in possession of material, non-public information, and must be in accordance with the applicable provisions of the Corporation's equity plans.

6. Margin Accounts and Pledges

Because of the heightened risks associated with pledges and margin accounts, no Section 16 Reporting Person or Designated Employee, whether or not in possession of material non-public information, may purchase the Corporation's securities on margin, or borrow against any account in which the Corporation's securities are held, or pledge the Corporation's securities as collateral for a loan, without first obtaining pre-clearance and such transaction must occur during a Window Period and at a time when the holder is not in possession of material, non-public information. Request for approval must be submitted to the General Counsel at least two weeks prior to the execution of the documents evidencing the proposed pledge. The General Counsel is under no obligation to approve any request for pre-clearance and may determine not to permit the arrangement for any reason. Approvals will be based on the particular facts and circumstances of the request, including, but not limited to, the percentage amount that the securities being pledged represent of the total number of the Corporation's securities held by the

person making the request and the financial capacity of the person making the request. Notwithstanding the pre-clearance of any request, the Corporation assumes no liability for the consequences of any transaction made pursuant to such request.

7. Requirements for Section 16 Reporting Persons

Each Section 16 Reporting Person is personally responsible for his or her Section 16 reporting compliance. The timely reporting of transactions requires tight interface with brokers handling transactions for our Section 16 Reporting Persons. In order to facilitate timely compliance by the Section 16 Reporting Persons with the requirements of Section 16 of the Exchange Act, Section 16 Reporting Persons should instruct their brokers to comply with the following requirements:

- Not to enter any order (except for orders under active Rule 10b5-1 plans) without first verifying with the Corporation that the transaction was pre-cleared and complying with the brokerage firm's compliance procedures (e.g., Rule 144); and
- To report as soon as practicable, but in any event before the opening of business on the day after the execution of the transaction to the Corporation in writing via e-mail to Legal@vestis.com, the complete details (i.e., date, type of transaction, number of shares and price) of every transaction involving the Corporation's stock, including gifts, transfers, pledges and all Rule 10b5-1 transactions.

Because it is the legal obligation of the reporting person to cause this filing to be made, Section 16 Reporting Persons are strongly encouraged to confirm following any transaction that the broker has immediately e-mailed the required information to the Corporation.

8. Prohibition on Short Swing Profits

Section 16 Reporting Persons of the Corporation are required to comply with the reporting obligations and limitations on short-swing transactions set forth in Section 16 of the Exchange Act. A Section 16 Reporting Person who purchases and sells the Corporation's securities within a six-month period must disgorge all profits to the Corporation whether or not such Section 16 Reporting Person had knowledge of any material non-public information.

III. Potential Criminal And Civil Liability, Disciplinary Action

1. Individual Responsibility

Each person is individually responsible for complying with the securities laws and this Policy, regardless of whether the Corporation has prohibited trading by that person or any other persons. Trading in securities during the window periods and outside of any suspension periods should not be considered a "safe harbor." You are reminded that, whether or not during a window period, no person may trade securities on the basis of material non-public information.

Also bear in mind that any proceeding alleging improper trading will necessarily occur after the trade has been completed and is particularly susceptible to second-guessing with the benefit of hindsight. Therefore, as a practical matter, before engaging in any transaction all persons should carefully consider how enforcement authorities and others might view the transaction in hindsight. Further, whether or not a person possesses material non-public information, it is advisable that all persons invest in the Corporation's securities or the securities of any company that has a substantial relationship with the Corporation from the perspective of a long term investor who would like to participate over time in the Corporation's or such company's earnings growth.

2. Controlling Persons

The securities laws provide that, in addition to sanctions against an individual who trades illegally, penalties may be assessed against what are known as "controlling persons" with respect to the violator. The term "controlling person" is not defined, but includes employers (i.e., the Corporation), its directors, officers and managerial and supervisory personnel. The concept is broader than what would normally be encompassed by a reporting chain. Individuals may be considered "controlling persons" with respect to any other individual whose behavior they have the power to influence. Liability can be imposed only if two conditions are met. First, it must be shown that the "controlling person" knew or recklessly disregarded the fact that a violation was likely. Second, it must be shown that the "controlling person" failed to take appropriate steps to prevent the violation from occurring. For this reason, the Corporation's supervisory personnel are directed to take appropriate steps to ensure that those they supervise understand and comply with the requirements set forth in this Policy.

3. Potential Sanctions

a. Liability for Insider Trading and Tipping.

Insiders, controlling persons and the Corporation may be subject to civil penalties, criminal penalties and/or jail for trading in securities when they have material non-public information or for improper transactions by any person (commonly referred to as a "tippee") to whom they have disclosed material non-public information, or to whom they have made recommendations or expressed opinions on the basis of such information about trading securities. The SEC has imposed large penalties even when the disclosing person did not profit from the trading. The SEC, the stock exchanges and the Financial Industry Regulatory Authority use sophisticated electronic surveillance techniques to uncover insider trading.

b. Possible Disciplinary Actions.

The Corporation's employees and Board members who violate this Policy will be subject to disciplinary action, up to and including termination of employment for cause, whether or not such person's failure to comply results in a violation of law. Needless to say, a violation of law, or even an SEC investigation that does not result in prosecution, can tarnish one's reputation and irreparably damage a career.

IV. Conclusion

We expect all of the Corporation's employees and Board members to abide by the foregoing trading restrictions and policies. Any violation may result in immediate dismissal and may subject you to both civil and criminal penalties.

In addition, please note that during the course of our commercial relationship with clients, you may obtain material non-public information that could affect the future financial performance of such clients. Please be advised that any trading on the basis of such information may violate the United States securities laws.

Any questions concerning the trading restrictions and policies set forth above should be directed to the persons listed below. You should not try to resolve any uncertainties on your own.

If you have questions, please contact Ed Friedler at ed.friedler@vestis.com

Effective Date: September 29, 2023

Amended and Restated: May 1, 2024

REQUEST FOR APPROVAL TO TRADE IN VESTIS CORPORATIONS' (THE "CORPORATION")
SECURITIES

Type of Security [check all applicable boxes]

- | | |
|---------------------------------------|--|
| <input type="checkbox"/> Common stock | <input type="checkbox"/> Stock Option |
| | <input type="checkbox"/> Debt Securities |

Number of Shares: _____

Type of Transaction:

- | | |
|---|---|
| <input type="checkbox"/> Purchase | <input type="checkbox"/> Stock Option Exercise |
| <input type="checkbox"/> Sale | Exercise Price \$_____/share |
| <input type="checkbox"/> Gift | Exercise Price paid as follows: |
| <input type="checkbox"/> Rule 10b5-1 Plan | <input type="checkbox"/> Broker's cashless exchange |
| | <input type="checkbox"/> Cash |
| | <input type="checkbox"/> Payroll deduction |
| | <input type="checkbox"/> Other _____ |

Withholding tax paid as follows:

- | |
|---|
| <input type="checkbox"/> Broker's cashless exchange |
| <input type="checkbox"/> Cash |
| <input type="checkbox"/> Payroll Deduction |
| <input type="checkbox"/> Other _____ |

Status [check all applicable boxes]

- | | |
|-----------------------------------|---------------------------------------|
| <input type="checkbox"/> Employee | <input type="checkbox"/> Board Member |
|-----------------------------------|---------------------------------------|

Broker Contact Information

Company Name _____

Contact Name _____

Telephone Number _____

Email _____

Account Number _____

I am not currently in possession of any material non-public information relating to the Corporation. I hereby certify that the statements made on this form are true and correct. I have also discussed any questions I had with respect to the Corporation's **securities trading policy and its applicability to the transactions** contemplated hereby with the Legal Department.

Signature _____

Print Name _____

Date _____

Telephone Number: _____

(office use only)

- | |
|---|
| <input type="checkbox"/> Request Approved (transaction must be completed within 5 business days after approval) |
| <input type="checkbox"/> Request Denied |
| <input type="checkbox"/> Request Approved with the following modification: |

Signature: _____

Date: _____

Vestis 10b5-1 Plan Parameters

Window Periods Under the Vestis Securities Trading Policy

- Vestis restricts purchases, sales, transfers and entry into 10b5-1 Plans by its directors, executive officers and certain other employees (“insiders”) to a limited “window period” following each quarterly earnings announcement

Entry Into a 10b5-1 Plan

- All 10b5-1 plans will be effected through Fidelity, our equity plan administrator
- Can cover owned shares or vested stock options
- Requires preclearance under Vestis Securities Trading Policy
- Must be entered into during a window period and when the insider is not in possession of material nonpublic information
- Requires Vestis sign-off on the completed Fidelity 10b5-1 Plan document including an acknowledgment to Vestis of certain terms

Conditions and Limitations

- Trading plans must otherwise comply with the conditions and limitations set forth in Rule 10b5-1 of the Securities Exchange Act, including but not limited to the length of time between plan commencement and the first trade thereunder (i.e., “cooling-off periods”), certification requirements and restrictions on overlapping and multiple single trade plans
- Cooling-Off Periods:
 - For directors, executive officers and any other Section 16 Reporting Persons the cooling-off period is the later of:
 - 90 days after the adoption or modification of the 10b5-1 Plan; and
 - one full trading day having elapsed following the disclosure of our financial results in a periodic report (Forms 10-K or 10-Q) for the fiscal quarter in which the 10b5-1 Plan was adopted or modified, subject to a maximum cooling-off period of 120 days
 - For all other insiders, the cooling-off period is 30 days after the adoption or modification of the 10b5-1 Plan
- Required Certifications:
 - The 10b5-1 plan must include a certification by such insider stating that, on the date of the adoption of the plan, such insider is:
 - not aware of any material nonpublic information about Vestis; and
 - adopting the plan in good faith and not as a part of a plan or scheme to evade the prohibitions of Rule 10b5-1
- Restrictions on Overlapping Plans:
 - All insiders must not have any other 10b5-1 plan outstanding during the same period, other than pursuant to one of the exceptions listed below:
 - A later-commencing plan is permitted if it does not authorize trades to begin until after all trades under the earlier-commencing plan are completed or expire without execution. This exception is unavailable in certain circumstances if the earlier-commencing plan is terminated rather than expiring pursuant to its terms; and
 - A plan that authorizes an agent to sell only such securities as are necessary to satisfy tax withholding obligations arising exclusively from the vesting of a compensatory award and does not otherwise allow the insider to exercise control over the timing of such sales

- Restrictions on Single Trade Plans
 - All insiders must not have more than one single-trade Rule 10b5-1 plan during any 12-month period¹

Duration

- A minimum of 6 months and a maximum of 1 year

Modification

- Requires preclearance under Vestis Securities Trading Policy
- Must occur during a window period and when the insider is not in possession of material nonpublic information
- Must receive approval from the Vestis General Counsel or their designee

Termination

- Requires Vestis Legal Department preclearance
- Seller should discuss with personal legal advisor
- Can only terminate a 10b5-1 Plan under extraordinary circumstances
- Required to wait one year after termination before entering into another 10b5-1 Plan

Trading Outside an Existing 10b5-1 Plan

- Any such external trading after the applicable cooling-off period must be approved by the Vestis General Counsel or their designee in advance and it is expected that such approval will rarely be granted

¹ A single trade plan is one that is “designed to effect” the open-market purchase or sale of the total amount of securities as a single transaction. The SEC notes that, for this purpose, a plan is “designed to effect” the purchase or sale of securities as a single transaction when the contract, instruction, or plan “has the practical effect of requiring such a result.” In contrast, a plan is not designed to effect a single transaction where the plan leaves the agent discretion over whether to execute the contract, instruction, or plan as a single transaction.

Subsidiaries of Vestis Corporation

Subsidiaries	Jurisdiction of Incorporation
Active Industrial Uniform Co., LLC	Delaware
AmeriPride Services, LLC	Delaware
Aramark Monclova Manufacturing de Mexico, S.A. de C.V.	Mexico
Aramark Monclova Support, S.A. de C.V.	Mexico
Aramark Uniform Holding de Mexico, S.A. de C.V.	Mexico
Canadian Linen and Uniform Service Corp.	Canada
Canadian Linen and Uniform Service Holdco, Ltd.	Canada
Delsac VIII, LLC	Delaware
L&N Uniform Supply, LLC	California
Landy Textile Rental Services, LLC	Delaware
Overall Laundry Services, LLC	Delaware
Vestis (Matchpoint), LLC	Delaware
Vestis (Rochester), LLC	Delaware
Vestis (Supply Chain), LLC	Delaware
Vestis (Syracuse), LLC	Delaware
Vestis (Texas), LLC	Delaware
Vestis (West Adams), LLC	Delaware
Vestis Cleanroom Services (Puerto Rico), Inc.	Delaware
Vestis Manufacturing Company	Delaware
Vestis Services, LLC	Delaware
Vestis Uniforms and Workplace Supplies, Inc.	Delaware
VS Financing, LLC	Delaware

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-274824 and 333-275852 on Form S-8 of our reports dated November 22, 2024, relating to the financial statements of Vestis Corporation and the effectiveness of Vestis Corporation's internal control over financial reporting appearing in this Annual Report on Form 10-K for the year ended September 27, 2024.

/s/ Deloitte & Touche LLP
Atlanta, Georgia
November 22, 2024

Certification Pursuant to

Rules 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as Amended

I, Kim Scott, President and Chief Executive Officer, certify that:

1. I have reviewed this annual report on Form 10-K of Vestis Corporation for the fiscal year ended September 27, 2024;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 22, 2024

/s/ Kim Scott

Kim Scott

President and Chief Executive Officer

Certification Pursuant to

Rules 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as Amended

I, Rick Dillon, Executive Vice President and Chief Financial Officer, certify that:

1. I have reviewed this annual report on Form 10-K of Vestis Corporation for the fiscal year ended September 27, 2024;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 22, 2024

/s/ Rick Dillon

Rick Dillon

Executive Vice President and Chief Financial Officer

**Certification 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 Annual Report of Vestis Corporation (the “registrant”) on Form 10-K for the fiscal year ended September 27, 2024, as filed with the Securities and Exchange Commission on the date hereof (the “report”), we, Kim Scott and Rick Dillon, Chief Executive Officer and Chief Financial Officer, respectively, of the registrant, certify, pursuant to 18 U.S.C. § 1350, that to our knowledge:

- (1) The report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the report fairly presents, in all material respects, the financial condition and results of operations of the registrant.

November 22, 2024

/s/ Kim Scott

Kim Scott

President and Chief Executive Officer

/s/ Rick Dillon

Rick Dillon

Executive Vice President and Chief Financial Officer