

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

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

For the quarterly period ended June 27, 2025

OR

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)

1035 Alpharetta Street, Suite 2100, Roswell, Georgia

(Address of Principal Executive Offices)

92-2573927

(I.R.S. Employer
Identification Number)

30075

(Zip Code)

(470) 226-3655

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

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

As of August 1, 2025, the registrant had 131,839,915 shares of common stock outstanding.

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Cautionary Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q 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,” “potential,” “outlook,” “guidance,” “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 met 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 macroeconomic conditions including inflationary pressures and higher interest rates;
- the failure to retain current customers, renew existing customer contracts and obtain new customer contracts, which could result in continued stock volatility and potential future goodwill impairment charges;
- competition in our industry;
- our ability to comply with certain financial ratios, tests and covenants in our credit agreement, including the net leverage ratio;
- our significant indebtedness and ability to meet debt obligations and our reliance on an accounts receivable securitization facility;
- increases in fuel and energy costs and other supply chain challenges and disruptions, including as a result of ongoing military conflicts in Ukraine and the Middle East;
- implementation of new or increased tariffs and ongoing changes in U.S. and foreign government trade policies, including potential modifications to existing trade agreements and retaliatory measures by foreign governments;
- increased operating costs and obstacles to cost recovery due to the pricing and cancellation terms of our support services contracts;
- a determination by our customers to reduce their outsourcing or use of preferred vendors;
- the outcome of legal proceedings to which we are or may become subject;
- risks associated with suppliers from whom our products are sourced;
- challenge of contracts by our customers;
- currency risks and other risks associated with international operations, including compliance with a broad range of laws and regulations, including the United States Foreign Corrupt Practices Act;
- increases in labor costs or inability to hire and retain key or sufficient qualified personnel;
- continued or further unionization of our workforce or any labor strikes;
- our expansion strategy and our ability to successfully integrate the businesses we acquire and costs and timing related thereto;
- natural disasters, global calamities, climate change, pandemics, and other adverse incidents;
- liability resulting from our participation in multiemployer-defined benefit pension plans;
- liability associated with noncompliance with applicable law or other governmental regulations;
- laws and governmental regulations including those relating to the environment, wage and hour and government contracting;
- unanticipated changes in tax law;
- new interpretations of or changes in the enforcement of the government regulatory framework;
- a cybersecurity incident or other disruptions in the availability of our computer systems or privacy breaches;

- stakeholder expectations relating to environmental, social and governance (“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;
- 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 our Annual Report on Form 10-K, filed with the Securities and Exchange Commission ("SEC") on November 22, 2024 and any updates or amendments we make in future filings. There may be other factors not presently known to us or which we currently consider to be immaterial that could cause our actual results to differ materially from those projected in any forward-looking statements we make. 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.

PART I - Financial Information
Item 1. Financial Statements (Unaudited)

VESTIS CORPORATION
CONSOLIDATED STATEMENTS OF INCOME (LOSS) (UNAUDITED)
(in thousands, except per share amounts)

	Three months ended		Nine months ended	
	June 27, 2025	June 28, 2024	June 27, 2025	June 28, 2024
Revenue	\$ 673,799	\$ 698,248	\$ 2,022,828	\$ 2,121,539
Operating Expenses:				
Cost of services provided (exclusive of depreciation and amortization)	491,681	495,759	1,476,932	1,502,557
Depreciation and amortization	34,856	34,925	107,674	105,500
Selling, general and administrative expenses	122,301	130,041	391,432	385,307
Total Operating Expenses	648,838	660,725	1,976,038	1,993,364
Operating Income (Loss)	24,961	37,523	46,790	128,175
Interest Expense, net	22,495	29,857	67,921	96,715
Other Expense (Income), net	3,215	(471)	12,270	(1,841)
Income (Loss) Before Income Taxes	(749)	8,137	(33,401)	33,301
Provision (Benefit) for Income Taxes	(73)	3,100	(5,727)	10,033
Net Income (Loss)	\$ (676)	\$ 5,037	\$ (27,674)	\$ 23,268
Earnings (Loss) per share:				
Basic	\$ (0.01)	\$ 0.04	\$ (0.21)	\$ 0.18
Diluted	\$ (0.01)	\$ 0.04	\$ (0.21)	\$ 0.18
Weighted Average Shares Outstanding:				
Basic	131,812	131,543	131,719	131,486
Diluted	131,812	131,833	131,719	131,785

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

VESTIS CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) (UNAUDITED)
(in thousands)

	Three months ended	
	June 27, 2025	June 28, 2024
Net Income (Loss)	\$ (676)	\$ 5,037
Other Comprehensive Income (Loss), net of tax:		
Foreign currency translation adjustments	9,019	(3,699)
Other Comprehensive Income (Loss), net of tax	9,019	(3,699)
Comprehensive Income (Loss)	<u>\$ 8,343</u>	<u>\$ 1,338</u>

	Nine months ended	
	June 27, 2025	June 28, 2024
Net Income (Loss)	\$ (27,674)	\$ 23,268
Other Comprehensive Income (Loss), net of tax:		
Foreign currency translation adjustments	7,100	(3,508)
Other Comprehensive Income (Loss), net of tax	7,100	(3,508)
Comprehensive Income (Loss)	<u>\$ (20,574)</u>	<u>\$ 19,760</u>

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

VESTIS CORPORATION
CONSOLIDATED BALANCE SHEETS (UNAUDITED)
(in thousands, except share and per share amounts)

	June 27, 2025	September 27, 2024
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 23,743	\$ 31,010
Receivables (net of allowances: \$30,795 and \$19,804, respectively)	175,789	177,271
Inventories, net	186,992	164,913
Rental merchandise in service, net	400,374	396,094
Other current assets	33,704	18,101
Total current assets	820,602	787,389
Property and Equipment, at cost:		
Land, buildings and improvements	574,174	590,972
Equipment	1,170,736	1,168,142
	1,744,910	1,759,114
Less - Accumulated depreciation	(1,092,415)	(1,088,256)
Total property and equipment, net	652,495	670,858
Goodwill	963,027	963,844
Other Intangible Assets, net	196,370	212,773
Operating Lease Right-of-use Assets	86,539	73,530
Other Assets	189,058	223,993
Total Assets	\$ 2,908,091	\$ 2,932,387
LIABILITIES AND EQUITY		
Current Liabilities:		
Current maturities of financing lease obligations	\$ 32,860	\$ 31,347
Current operating lease liabilities	20,576	19,886
Accounts payable	156,661	163,054
Accrued payroll and related expenses	97,329	96,768
Accrued expenses and other current liabilities	138,440	145,047
Total current liabilities	445,866	456,102
Long-Term Borrowings	1,156,457	1,147,733
Noncurrent Financing Lease Obligations	119,014	115,325
Noncurrent Operating Lease Liabilities	78,239	66,111
Deferred Income Taxes	175,069	191,465
Other Noncurrent Liabilities	51,218	52,600
Total Liabilities	2,025,863	2,029,336
Commitments and Contingencies (see Note 9)		
Equity:		
Common stock, par value \$0.01 per share, 350,000,000 shares authorized, 131,836,607 and 131,481,967 issued and outstanding as of June 27, 2025 and September 27, 2024, respectively	1,318	1,315
Additional paid-in capital	937,051	928,082
(Accumulated deficit) retained earnings	(34,330)	2,565
Accumulated other comprehensive loss	(21,811)	(28,911)
Total Equity	882,228	903,051
Total Liabilities and Equity	\$ 2,908,091	\$ 2,932,387

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

VESTIS CORPORATION
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (UNAUDITED)
(in thousands)

	Common Stock			(Accumulated Deficit) Retained Earnings	Net Parent Investment	Accumulated Other Comprehensive Loss	Total Parent's Equity
	Shares Outstanding	Par Value	Additional Paid-In Capital				
Balance, September 27, 2024	131,482	\$1,315	\$ 928,082	\$ 2,565	\$ —	\$ (28,911)	\$903,051
Net Income	—	—	—	832	—	—	832
Dividends Declared (\$0.035 per common share)	—	—	—	(4,610)	—	—	(4,610)
Other Comprehensive Loss ⁽¹⁾	—	—	—	—	—	(3,157)	(3,157)
Share-based compensation expense	—	—	5,180	—	—	—	5,180
Issuance of common stock upon exercise of stock options or awards of restricted stock units	219	2	—	—	—	—	2
Tax payments related to shares withheld for share based compensation plans	—	—	(1,708)	—	—	—	(1,708)
Balance, December 27, 2024	131,701	\$1,317	\$ 931,554	\$ (1,213)	\$ —	\$ (32,068)	\$899,590
Separation-related adjustments	—	\$ —	\$ —	\$ —	—	\$ —	\$ —
Net Loss	—	—	—	(27,830)	—	—	(27,830)
Dividends Declared (\$0.035 per common share)	—	—	—	(4,611)	—	—	(4,611)
Other Comprehensive Income	—	—	—	—	—	1,238	1,238
Share-based compensation expense	—	—	7,977	—	—	—	7,977
Issuance of common stock upon exercise of stock options or awards of restricted stock units	80	1	(1)	—	—	—	—
Tax payments related to shares withheld for share based compensation plans	—	—	(90)	—	—	—	(90)
Balance, March 28, 2025	131,781	\$1,318	\$ 939,440	\$ (33,654)	\$ —	\$ (30,830)	\$876,274
Separation-related adjustments	—	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Net Loss	—	—	—	(676)	—	—	(676)
Other Comprehensive Income	—	—	—	—	—	9,019	9,019
Share-based compensation expense	—	—	(2,148)	—	—	—	(2,148)
Issuance of common stock upon exercise of stock options or awards of restricted stock units	56	—	—	—	—	—	—
Tax payments related to shares withheld for share based compensation plans	—	—	(241)	—	—	—	(241)
Balance, June 27, 2025	131,837	\$1,318	\$ 937,051	\$ (34,330)	\$ —	\$ (21,811)	\$882,228

(1) Includes \$9.5 million of cumulative currency translation adjustment that was derecognized as a result of the Company's sale of its equity method investment during the nine months ended June 27, 2025.

VESTIS CORPORATION
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (UNAUDITED)
(in thousands)

	Common Stock				Retained Earnings	Net Parent Investment	Accumulated Other Comprehensive Loss	Total Parent's Equity
	Shares Outstanding	Par Value	Additional Paid-In Capital	Capital				
Balance, September 29, 2023	—	\$ —	\$ —	\$ —	\$ —	\$ 908,533	\$ (31,173)	\$ 877,360
Separation-related adjustments	—	—	—	—	—	9,485	—	9,485
Issuance of common stock in connection with the Separation and reclassification of net parent investment ⁽²⁾	131,225	1,312	916,706	—	—	(918,018)	—	—
Net Income	—	—	—	—	12,266	—	—	12,266
Dividends Declared (\$0.035 per common share)	—	—	—	—	(4,599)	—	—	(4,599)
Other Comprehensive Income	—	—	—	—	—	—	6,640	6,640
Share-based compensation expense	—	—	4,716	—	—	—	—	4,716
Issuance of common stock upon exercise of stock options or awards of restricted stock units	212	2	71	—	—	—	—	73
Tax payments related to shares withheld for share based compensation plans	—	—	(1,783)	—	—	—	—	(1,783)
Balance, December 29, 2023	131,437	\$ 1,314	\$ 919,710	\$ 7,667	\$ —	\$ —	\$ (24,533)	\$ 904,158
Separation-related adjustments	—	—	—	—	—	(3,079)	—	(3,079)
Issuance of common stock in connection with the Separation and reclassification of net parent investment	—	—	(3,079)	—	—	3,079	—	—
Net Income	—	—	—	—	5,965	—	—	5,965
Dividends Declared (\$0.035 per common share)	—	—	—	—	(4,600)	—	—	(4,600)
Other Comprehensive Loss	—	—	—	—	—	—	(6,449)	(6,449)
Share-based compensation expense	—	—	4,731	—	—	—	—	4,731
Issuance of common stock upon exercise of stock options or awards of restricted stock units	14	1	84	—	—	—	—	85
Tax payments related to shares withheld for share based compensation plans	—	—	(100)	—	—	—	—	(100)
Balance, March 29, 2024	131,451	1,315	921,346	9,032	—	—	(30,982)	900,711
Separation-related adjustments	—	—	—	—	—	—	—	—
Issuance of common stock in connection with the Separation and reclassification of net parent investment	—	—	—	—	—	—	—	—
Net Income	—	—	—	—	5,037	—	—	5,037
Dividends Declared (\$0.035 per common share)	—	—	—	—	(4,603)	—	—	(4,603)
Other Comprehensive Loss	—	—	—	—	—	—	(3,699)	(3,699)
Share-based compensation expense	—	—	3,856	—	—	—	—	3,856
Issuance of common stock upon exercise of stock options or awards of restricted stock units	27	—	—	—	—	—	—	—
Tax payments related to shares withheld for share based compensation plans	—	—	(125)	—	—	—	—	(125)
Balance, June 28, 2024	131,478	1,315	925,077	9,466	—	—	(34,681)	901,177

(2) 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 Financial Statements.

VESTIS CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
(in thousands)

	Nine months ended	
	June 27, 2025	June 28, 2024
Cash flows from operating activities:		
Net Income (Loss)	\$ (27,674)	\$ 23,268
Adjustments to reconcile Net Income (Loss) to Net cash provided by operating activities:		
Depreciation and amortization	107,674	105,500
Deferred income taxes	(16,002)	(10,166)
Share-based compensation expense	11,009	13,303
Asset write-down	189	980
Loss on sale of equity investment, net	2,150	—
(Gain) Loss on disposals of property and equipment	(726)	618
Amortization of debt issuance costs	2,662	1,478
Loss on extinguishment of debt	—	3,883
Changes in operating assets and liabilities:		
Receivables, net	1,063	(17,230)
Inventories, net	(21,487)	21,136
Rental merchandise in service, net	(4,708)	178
Other current assets	(11,888)	(6,230)
Accounts payable	(1,494)	14,471
Accrued expenses and other current liabilities	19,203	54,511
Changes in other noncurrent liabilities	(22,718)	(16,900)
Changes in other assets	(3,879)	(10,932)
Other operating activities	(72)	(1,668)
Net cash provided by operating activities	33,302	176,200
Cash flows from investing activities:		
Purchases of property and equipment and other	(43,102)	(50,787)
Proceeds from disposals of property and equipment	5,365	—
Proceeds from sale of equity investment	36,792	—
Other investing activities	(4,576)	—
Net cash used in investing activities	(5,521)	(50,787)
Cash flows from financing activities:		
Proceeds from long-term borrowings	93,000	798,000
Payments of long-term borrowings	(85,000)	(879,500)
Payments of financing lease obligations	(25,630)	(22,572)
Net cash distributions to Parent	—	(6,051)
Dividend payments	(13,822)	(9,199)
Debt issuance costs	(1,628)	(11,134)
Other financing activities	(2,037)	(1,853)
Net cash used in financing activities	(35,117)	(132,309)
Effect of foreign exchange rates on cash and cash equivalents	69	(57)
Decrease in cash and cash equivalents	(7,267)	(6,953)
Cash and cash equivalents, beginning of period	31,010	36,051
Cash and cash equivalents, end of period	\$ 23,743	\$ 29,098

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

VESTIS CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

NOTE 1. NATURE OF BUSINESS AND BASIS OF PRESENTATION:

Vestis Corporation ("Vestis", the "Company", "our", "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 managed 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 13. "Related Parties" for more information on these agreements.

During the nine months ended June 28, 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 \$12.7 million, net. No Separation-related adjustments were recorded that impacted equity for the three and nine months ended June 27, 2025.

Basis of Presentation

The Consolidated 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") applicable to interim financial statements. The Financial Statements reflect the historical results of operations and comprehensive income for the three and nine months ended June 27, 2025 and June 28, 2024, the financial position as of June 27, 2025 and September 27, 2024, and the cash flows for the nine months ended June 27, 2025 and June 28, 2024 for the Company and are denominated in United

States (“U.S.”) dollars. Certain prior period amounts have been reclassified to conform to the current period presentation.

Certain information and footnote disclosures normally included in the Consolidated Financial Statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to such rules and regulations, although the Company believes that the disclosures made are adequate to make the information not misleading. These Consolidated 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, the Company's financial position, results of operations and cash flows for the periods presented. All intercompany transactions and balances within the Company have been eliminated.

It is suggested that these Consolidated Financial Statements be read in conjunction with the Consolidated and Combined Financial Statements and the notes thereto included in the Company's Annual Report on Form 10-K for the fiscal year ended September 27, 2024. There have been no material changes in the accounting policies and accounting standard updates followed by the Company during the current fiscal year.

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 Financial Statements and accompanying notes. The Company utilizes key estimates in preparing the financial statements including revenue recognition, litigation and claims, environmental estimates, goodwill, intangibles, allowance for credit losses, inventories and rental merchandise in service, costs to obtain a contract, 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, derivatives 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 assets held for sale, 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.

Receivables

Receivables represent amounts due from customers and are 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 Selling, general and administrative expenses in the Consolidated Statements of Income. The allowance for credit losses was \$30.8 million and \$19.8 million, as of June 27, 2025 and September 27, 2024, respectively. The increase was primarily due to a \$15.0 million adjustment to the allowance for credit losses that was recorded in the second quarter of fiscal 2025 based on updated estimates of collectability and to ensure the adequacy of the allowance for credit losses.

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 June 27, 2025 and September 27, 2024, the Company's reserve for inventory was approximately \$17.0 million and \$15.7 million, respectively. The inventory reserve is determined based on history and projected customer consumption and specific identification.

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

	June 27, 2025	September 27, 2024
Raw Materials	\$ 47,422	\$ 35,210
Work in Process	1,197	959
Finished Goods	138,373	128,744
Inventories, net	<u>\$ 186,992</u>	<u>\$ 164,913</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 Financial Statements. Material differences may result in the amount and timing of operating income if management makes significant changes to these estimates.

During the three and nine months ended June 27, 2025, the Company recorded \$91.3 million and \$266.2 million, respectively, of amortization related to rental merchandise in service and other inventoriable costs within Cost of services provided (exclusive of depreciation and amortization) on the Consolidated Statements of Income. During the three and nine months ended June 28, 2024, the Company recorded \$86.6 million and \$259.4 million, respectively, of amortization related to rental merchandise in service and other inventoriable costs within Cost of services provided (exclusive of depreciation and amortization) on the Consolidated Statements of Income.

Equity Method Investment

In the first quarter of fiscal 2025, the Company sold its equity stake in Aramark Uniform Services Japan Corporation for \$36.8 million and recognized a loss of \$2.2 million. The loss on the sale is recorded within Other Expense (Income), net.

Assets Held for Sale

Assets held for sale are recorded at the lower of their carrying value or estimated selling price less estimated costs to sell and are classified within Other current assets on the Consolidated Balance Sheets. Depreciation is suspended upon classification as held for sale. The highest and best use of these assets is as real estate properties for use or lease and the Company intends to sell them to third parties as quickly as practicable. As of June 27, 2025, two properties with an aggregate carrying value of \$3.7 million were classified as held for sale. Both properties are part of the Company's United States segment. As of September 27, 2024, the Company had no assets classified as held for sale.

Accrued Expenses and Other Current Liabilities

As of June 27, 2025 and September 27, 2024, Accrued Expenses and Other Current Liabilities on the Consolidated Balance Sheets include insurance accruals related to automotive, general liability and workers' compensation reserves of \$48.5 million and \$31.9 million, respectively. The remaining components consist primarily of unearned income, interest and taxes.

Supplemental Cash Flow Information

During the three and nine months ended June 27, 2025, the Company paid interest related to principal debt of \$20.9 million and \$64.7 million, respectively. During the three and nine months ended June 28, 2024, the Company paid interest related to principal debt of \$27.6 million and \$79.7 million, respectively.

During the three and nine months ended June 27, 2025, the Company paid cash for income taxes of \$14.5 million and \$20.7 million, respectively. During the three and nine months ended June 28, 2024, the Company paid cash for income taxes of \$3.4 million and \$18.9 million, respectively.

As of June 27, 2025 and September 27, 2024, the Company had \$6.1 million and \$10.2 million, respectively, of capital expenditures recorded within Accounts Payable in the Consolidated Balance Sheets.

NOTE 2. SEVERANCE:

Throughout 2024 and 2025, the Company reduced headcount to streamline and improve the efficiency and effectiveness of its operational and administrative functions. Severance charges for the three months ended June 27, 2025 and June 28, 2024 were \$0.4 million and \$1.0 million, respectively. Severance charges for the nine months ended June 27, 2025 and June 28, 2024, were \$12.4 million and \$1.4 million, respectively. The increase in the nine months ended June 27, 2025 is primarily attributable to recognized severance charges related to the departure of certain senior executives during the Company's second fiscal quarter of 2025.

Severance payments made during the three months ended June 27, 2025 and June 28, 2024 were \$2.6 million and \$1.1 million, respectively. Severance payments made during the nine months ended June 27, 2025 and June 28, 2024 were \$8.7 million and \$2.9 million, respectively. As of June 27, 2025 and September 27, 2024, the Company had an accrual of approximately \$6.4 million and \$2.7 million, respectively, related to unpaid severance obligations.

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, during the fourth fiscal quarter, or more frequently if a change in circumstances or the occurrence of events indicates that potential impairment exists, using discounted cash flows.

During the quarter ended June 27, 2025, the Company identified a potential triggering event for impairment under Accounting Standard Codification (“ASC”) 350, *Intangibles, Goodwill and Other*. This conclusion was based on (i) a decline in financial performance, and (ii) a sustained decrease in the Company’s share price during the quarter ended June 27, 2025.

In response to these indicators, the Company performed a quantitative goodwill impairment test for both reporting units as of June 27, 2025. The fair value of each reporting unit was estimated using a combination of the income and market approaches, incorporating management’s most recent forecasts and market participant assumptions. The income approach included the application of discounted cash flow models, utilizing discount and terminal growth rate assumptions.

The results of the analysis indicate that the estimated fair value of each reporting unit exceeded its respective carrying value and therefore no impairment of goodwill was recognized as of the testing date. If our future operating results do not meet current forecasts or if we experience a sustained decline in our market capitalization that is determined to be indicative of a reduction in fair value of one or more of our reporting units within either of our segments, we may be required to record future impairment charges for goodwill.

Changes in total goodwill for our reporting units during the nine months ended June 27, 2025 are as follows (in thousands):

	September 27, 2024	Translation	June 27, 2025
United States	\$ 896,237	\$ —	\$ 896,237
Canada	67,607	(817)	66,790
Total	\$ 963,844	\$ (817)	\$ 963,027

Other intangible assets consist of (in thousands):

	June 27, 2025			September 27, 2024		
	Gross Amount	Accumulated Amortization	Net Amount	Gross Amount	Accumulated Amortization	Net Amount
Customer relationship assets	\$ 387,674	\$ (207,690)	\$ 179,984	\$ 383,887	\$ (187,699)	\$ 196,188
Trade names	16,386	—	16,386	16,585	—	16,585
	\$ 404,060	\$ (207,690)	\$ 196,370	\$ 400,472	\$ (187,699)	\$ 212,773

Customer relationship assets as of June 27, 2025 include additions of \$3.7 million related to an asset acquisition that closed during the first quarter of fiscal 2025. Amortization of intangible assets for the three and nine months ended June 27, 2025 was approximately \$6.8 million and \$20.0 million, respectively. Amortization of intangible assets for the three and nine months ended June 28, 2024 was approximately \$6.4 million and \$19.4 million, respectively.

NOTE 4. BORROWINGS:

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

	June 27, 2025	September 27, 2024
Senior secured term loan facility, due September 2028	\$ 477,500	\$ 497,500
Senior secured term loan facility, due February 2031	665,000	665,000
Senior secured revolving facility, due September 2028	28,000	—
Total principal debt issued	1,170,500	1,162,500
Unamortized debt issuance costs	(12,589)	(13,164)
Unamortized discounts	(1,454)	(1,603)
Less - current portion	—	—
Long-term borrowings, net of current portion	<u>\$ 1,156,457</u>	<u>\$ 1,147,733</u>

Credit Agreement

On February 22, 2024, the Company entered into Amendment No. 1 to its Credit Agreement dated September 29, 2023 (as amended, the "Credit Agreement") and refinanced its \$800 million Term Loan A-1 due September 2025 ("Term Loan A-1") with an \$800 million Term Loan B-1 due February 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 point the remaining unpaid principal amount is due. The Term Loan B-1 interest rate for fiscal 2024 was at the Secured Overnight Financing Rate ("SOFR") plus 225 basis points and will adjust to SOFR plus 200 basis points once the Company reaches 3.30x Net Leverage as defined in the Credit Agreement. The Company recorded approximately \$11.1 million of debt issuance costs related to Term Loan B-1 during fiscal 2024, which are presented as a reduction of debt in the Consolidated Balance Sheet and are amortized as a component of interest expense over the term of the related debt using the effective interest method. The Company also incurred an original issue discount of \$2.0 million upon the issuance of the Term Loan B-1 which is presented as a reduction of debt in the Consolidated Balance Sheet and is amortized as a component of interest expense over the term of the related debt using the effective interest method.

In conjunction with Amendment No. 1 to the Credit Agreement and the repayment for Term Loan A-1, the Company recorded a \$3.9 million non-cash loss during the second quarter of fiscal 2024 for the write-off of unamortized debt issuance costs to Interest Expense and Other, net on the Consolidated Statements of Income.

Recent Amendment to Credit Agreement

On May 1, 2025, the Company entered into Amendment No. 2 to its Credit Agreement. The amendment increased the net leverage covenant ratio from 4.50x to (i) 5.25x for any fiscal quarter ending prior to July 3, 2026, (ii) 5.00x for the fiscal quarter ending July 3, 2026 and (iii) 4.75x for the fiscal quarter ending October 2, 2026. Pursuant to the credit agreement, as amended, the net leverage covenant ratio will remain at 4.50x for the first quarter of fiscal 2027 through maturity.

This amendment also provided a \$15 million bad debt expense adjustment to EBITDA in the fiscal quarter ended March 28, 2025 solely for the purposes of determining compliance with the financial covenants.

The principal amounts of both the revolving credit facility commitment and term loan facility remain unchanged following this amendment.

As part of this amendment, the Company agreed to limit the aggregate size of its A/R Facility (as defined in Note 14, Accounts Receivable Securitization Facility, below) and any other receivables facilities to \$250 million and restrict all dividends and share repurchases, in each case until the earlier of (i) any fiscal quarter ending after October 2, 2026 so long as the Company is then in compliance with the financial covenants and (ii) when the

Company achieves a net leverage ratio below or equal to 4.50x as of the last day of two consecutive quarters through the end of fiscal 2026. In connection with the amendment, the Company paid fees of \$1.6 million, which were deferred and are being amortized on the same basis as the previous unamortized debt issuance costs.

During the nine months ended June 27, 2025, the Company prepaid a principal amount of \$20.0 million of its \$700 million Term Loan A-2 due September 2028.

The weighted-average interest rate for our senior secured term loan facilities was 6.68% for the nine months ended June 27, 2025. The carrying amounts of the Company's senior secured term loan facilities approximate their fair value as the interest rates are variable and reflective of market rates.

As of June 27, 2025, there was \$28 million outstanding on the Company's \$300 million revolving credit facility and \$5.7 million of letters of credit outstanding, leaving \$266.3 million available for borrowing. At June 27, 2025, the Company was in compliance with all covenants under its credit facilities.

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 included 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 Company did not enter into any new derivative arrangements for the three and nine months ended June 27, 2025 or the fiscal year ended September 27, 2024. As of September 27, 2024, all derivative instruments 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 three and nine months ended June 28, 2024.

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 June 27, 2025, the Company did not have fuel contracts outstanding. As of June 28, 2024, the Company had gasoline contracts for approximately 0.1 million gallons through June of fiscal 2024. The impact on earnings related to the change in fair value of these unsettled contracts were gains of \$0.1 million and \$0.1 million for the three and nine months ended June 28, 2024, respectively. As of June 28, 2024, the Company had \$0.1 million of gasoline fuel agreements recorded within Accrued expenses and other current liabilities in the Consolidated Balance Sheet.

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 Statements of Income (in thousands):

	Income Statement Location	Three months ended	
		June 27, 2025	June 28, 2024
Gasoline, diesel and natural fuel agreements	Cost of services provided (exclusive of depreciation and amortization)	\$ —	\$ 315

	Income Statement Location	Nine months ended	
		June 27, 2025	June 28, 2024
Gasoline, diesel and natural fuel agreements	Cost of services provided (exclusive of depreciation and amortization)	\$ —	\$ 2,588

NOTE 6. REVENUE RECOGNITION:
Disaggregation of Revenue

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

	Three months ended		Nine months ended	
	June 27, 2025	June 28, 2024	June 27, 2025	June 28, 2024
United States:				
Uniforms	\$ 237,678	\$ 255,401	\$ 716,601	\$ 792,459
Workplace Supplies	375,624	381,438	1,124,491	1,139,677
Total United States	613,302	636,839	1,841,092	1,932,136
Canada:				
Uniforms	\$ 22,749	\$ 23,603	\$ 67,642	\$ 73,831
Workplace Supplies	37,748	37,806	114,094	115,572
Total Canada	60,497	61,409	181,736	189,403
Total Revenue	\$ 673,799	\$ 698,248	\$ 2,022,828	\$ 2,121,539

Revenue Recognition Policy

The Company generates and recognizes approximately 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 the three and nine months ended June 27, 2025 or three and nine months ended June 28, 2024. 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 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 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.

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.

During the three months ended June 27, 2025 and June 28, 2024, the Company recorded \$5.5 million and \$5.3 million, respectively, of expense related to employee sales commissions within Selling, general and administrative expenses on the Consolidated Statements of Income. During the nine months ended June 27, 2025 and June 28, 2024, the Company recorded \$16.3 million and \$15.8 million, respectively, of expense related to employee sales commissions within Selling, general and administrative expenses on the Consolidated Statements of Income.

As of June 27, 2025 and September 27, 2024, the Company has \$106.6 million and \$105.8 million, respectively, of employee sales commissions recorded as assets within Other Assets on the Company's Consolidated Balance Sheets.

NOTE 7. LEASES:

The Company has lease arrangements primarily related to real estate, vehicles and equipment. 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").

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. The Company uses a portfolio approach to determine the incremental borrowing rate based on the geographic location of the lease and the remaining lease term. The incremental borrowing rate is calculated using a base line rate plus an applicable margin.

The following table summarizes operating lease costs, consisting of fixed lease costs, variable lease costs and short-term lease costs. Additionally, the table summarizes finance lease costs, consisting of amortization of right-of-use asset and interest on lease liabilities (in thousands):

	Three months ended		Nine months ended	
	June 27, 2025	June 28, 2024	June 27, 2025	June 28, 2024
Lease costs:				
Operating lease costs	\$ 11,271	\$ 11,019	\$ 33,398	\$ 31,748
Finance lease costs	\$ 10,604	\$ 9,522	\$ 31,074	\$ 27,635

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

	Nine months ended	
	June 27, 2025	June 28, 2024
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 18,391	\$ 18,169
Operating cash flows from finance leases	5,340	4,241
Financing cash flows from finance leases	25,630	22,572
Lease assets obtained in exchange for lease obligations:		
Operating leases	\$ 26,513	\$ 27,004
Finance leases	31,898	31,906

Other information related to operating lease right-of-use assets, net and operating lease liabilities was as follows:

	June 27, 2025	September 27, 2024
Weighted average remaining lease term (in years)		
Operating leases	5.9	6.1
Finance leases	5.6	5.7
Weighted average discount rate		
Operating leases	6.7 %	6.1 %
Finance leases	4.9 %	4.6 %

Future minimum lease payments under non-cancelable leases as of June 27, 2025 are as follows (in thousands):

	Operating leases	Finance leases	Total
2025 (remaining three months)	\$ 6,921	\$ 10,260	\$ 17,181
2026	25,395	38,243	63,638
2027	22,124	33,733	55,857
2028	18,645	29,262	47,907
2029	14,365	24,362	38,727
Thereafter	34,807	38,467	73,274
Total future minimum lease payments	\$ 122,257	\$ 174,327	\$ 296,584
Less: Interest	(23,442)	(22,453)	(45,895)
Present value of lease liabilities	\$ 98,815	\$ 151,874	\$ 250,689

NOTE 8. SHARE-BASED COMPENSATION:

During the three and nine months ended June 27, 2025, the Company granted equity awards to the Company's executives and employees. The following table summarizes the share-based compensation expense and related information for time-based employee stock options ("TBOs"), time-based restricted stock units ("RSUs"), performance stock units ("PSUs"), and deferred stock units ("DSUs") classified within Selling, general and administrative expenses on the Consolidated Statements of Income (in thousands).

	Three months ended		Nine months ended	
	June 27, 2025	June 28, 2024	June 27, 2025	June 28, 2024
TBOs	\$ 615	\$ 1,015	\$ 4,464	\$ 3,201
RSUs	1,274	1,704	6,083	5,216
PSUs	(4,037)	1,137	462	3,439
DSUs	—	—	—	1,447
	<u>\$ (2,148)</u>	<u>\$ 3,856</u>	<u>\$ 11,009</u>	<u>\$ 13,303</u>

The below table summarizes the number of shares granted and the weighted-average grant-date fair value per unit during the nine months ended June 27, 2025:

	Shares Granted (in thousands)	Weighted-Average Grant-Date Fair Value (dollars per share)
TBOs	982	\$ 5.49
RSUs	1,139	\$ 11.32
PSUs	324	\$ 16.64
Total	<u>2,445</u>	

Time-Based Options

The TBOs granted during the nine months ended June 27, 2025, vest solely based upon continued employment over a three-year time period. All TBOs remain exercisable for ten years from the date of grant. The fair value of the TBOs granted was estimated using the Black-Scholes option pricing model. The expected volatility was derived from a peer group's historical volatility as Vestis does not have sufficient historical volatility based on the expected term of the underlying options. The dividend yield for the grants was based on the annualized value of the quarterly dividend on the grant date. 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. 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 units are subject to forfeiture if employment is terminated other than due to death, disability or retirement, and the units are nontransferable while subject to forfeiture.

The below table summarizes the TBOs valuation assumptions used in the Black-Scholes model during the nine months ended June 27, 2025:

Expected volatility	31.25% - 31.81%
Expected dividend yield	0.87% - 1.18%
Expected life (in years)	6.0 - 6.0
Risk-free interest rate	4.08% - 4.42%

Time-Based Restricted Stock Units

Except for a grant to the Company's Chief Executive Officer, the agreements for RSU grants awarded during the three and nine months ended June 27, 2025, state that 33% of each grant will vest and be settled in shares on each of the first three anniversaries of the grant date, provided the participant remains employed with Vestis through each such anniversary. For the RSUs granted to the Company's Chief Executive Officer, the agreement specifies vesting on the third anniversary of the grant date. The grant-date fair value of RSUs is based on the fair value of Vestis' common stock. Participants holding RSUs will receive additional RSUs equivalent to dividends paid on

shares. The unvested units are subject to forfeiture if employment is terminated for reasons other than death, disability or retirement, and the units are nontransferable while subject to forfeiture.

Performance Stock Units

Under the Vestis Corporation 2023 Long-Term Incentive Plan, 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 the nine months ended June 27, 2025, Vestis granted PSUs subject to the level of achievement of cumulative adjusted EBITDA results, cumulative adjusted free cash flow results 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 these grants 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 units are subject to forfeiture if employment is terminated other than due to death, disability or retirement, and the units are nontransferable while subject to forfeiture.

NOTE 9. COMMITMENTS AND CONTINGENCIES:

From time to time, the Company and its subsidiaries are 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 lawsuits, 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 June 27, 2025 and September 27, 2024, the Company has \$7.5 million and \$6.6 million, respectively, recorded as liabilities within Accrued expenses and other current liabilities and \$18.2 million and \$19.0 million, respectively, recorded as liabilities within Other Noncurrent Liabilities on the Company's Consolidated 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

June 27, 2025 and September 27, 2024, the Company has \$12.1 million and \$11.8 million, respectively, recorded as liabilities within Other Noncurrent Liabilities on the Company's Consolidated 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 alleged 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 sought damages on behalf of the purported class representing the amount of the allegedly improperly noticed price increases along with attorneys' fees, interest and costs. During fiscal 2024, the parties reached a settlement agreement, which was subject to final court approval. The settlement included, among other terms, a monetary component of \$3.1 million. On May 6, 2025, the court issued an order granting final approval of the settlement. The third-party administrator has distributed the settlement funds to the settlement class members and administration of the settlement is expected to be complete before the end of fiscal 2025. The full amount of the settlement was provided for within Accrued expenses and other current liabilities in the Consolidated Balance Sheet as of September 27, 2024. During the three months ended June 27, 2025, the Company paid the settlement amount of \$3.1 million.

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 and on November 22, 2024, plaintiffs filed an amended complaint. Defendants filed a motion to dismiss the amended complaint on February 25, 2025 and plaintiffs filed an opposition to defendants' motion to dismiss on May 2, 2025. Defendants' reply brief in further support of their motion to dismiss was filed on June 2, 2025. A hearing on the motion to dismiss is scheduled for August 29, 2025.

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. The Court held a hearing on the omnibus motion to dismiss on May 14, 2025 and Vestis is awaiting the Court's decision.

On May 16, 2025, a purported Vestis shareholder commenced a derivative action against certain of Vestis' current and former directors and former officers, in the United States District Court for the Northern District of Georgia, captioned Gripe v. Scott, et al., Case No. 1:25-cv-02726-TWT. 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) contains similar allegations to the parallel securities class action, entitled Plumbers, Pipefitters and Apprentices Local No. 112 Pension Fund v. Vestis Corporation, et al., Case No. 1:24-cv-02175-SDG. The complaint 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, claims against the individual defendants for unjust enrichment, abuse of control, gross mismanagement, waste of corporate assets, and claims against Vestis' former officers for contribution under Section 10(b) of the Securities Exchange Act of 1934. On June 17, 2025, the parties made a joint application to stay the action pending resolution of the motion to dismiss filed in the Plumbers, Pipefitters and Apprentices Local No. 112 Pension Fund v. Vestis Corporation, et al., case. On June 18, 2025, the Court granted the parties' joint application and stayed the action pending further order of the Court.

On June 9, 2025, a purported Vestis shareholder commenced a putative class action lawsuit against Vestis and certain of its former officers, in the United States District Court for the Southern District of New York, captioned Torres v. Vestis Corporation, et al., Case No. 1:25-cv-04844. The lawsuit is purportedly brought on behalf of purchasers of Vestis' common stock between May 2, 2024 and May 6, 2025, 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. Motions for appointment as lead plaintiff and lead counsel are due to be filed with the Court on or before August 8, 2025.

On July 29, 2025, a purported Vestis shareholder commenced a derivative action against certain of Vestis' current and former directors and former officers, in the United States District Court for the Southern District of New York, captioned Gripe v. Scott, et al., Case No. 1:25-cv-06234. 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) contains similar allegations to the parallel securities class action, entitled Torres v. Vestis Corporation, et al., Case No. 1:25-cv-04844. The complaint 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, claims against the individual defendants for violation of Section 14(a) of the Exchange Act, unjust enrichment, abuse of control, gross mismanagement, waste of corporate assets, and claims against Vestis' former officers for contribution under Section 10(b) of the Securities Exchange Act of 1934.

On July 31, 2025, a purported Vestis shareholder commenced a derivative action against certain of Vestis' current and former directors and former officers, in the United States District Court for the Northern District of Georgia, captioned Hollin v. Scott, et al., Case No. Case 1:25-cv-04268-TWT. 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) contains similar allegations to the securities class action, entitled Torres v. Vestis Corporation, et al., Case No. 1:25-cv-04844, pending in the United States District Court for the Southern District of New York. The complaint 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, claims against the individual defendants for violation of Section 14(a) of the Exchange Act, aiding and abetting breach of fiduciary duty, unjust enrichment, waste of corporate assets, and claims against Vestis' former officers for contribution under Section 10(b) of the Securities Exchange Act of 1934. On August 4, 2025, plaintiff voluntarily dismissed the action in the Northern District of Georgia and refiled the complaint on August 5, 2025, in the United States District Court for The Southern District of New York, captioned Hollin v. Scott, et al., Case No. 1:25-cv-06414.

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, managed 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.

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

Revenue	Three months ended		Nine months ended	
	June 27, 2025	June 28, 2024	June 27, 2025	June 28, 2024
United States	\$ 613,302	\$ 636,839	\$ 1,841,092	\$ 1,932,136
Canada	60,497	61,409	181,736	189,403
Total Revenue	\$ 673,799	\$ 698,248	\$ 2,022,828	\$ 2,121,539

Operating Income	Three months ended		Nine months ended	
	June 27, 2025	June 28, 2024	June 27, 2025	June 28, 2024
United States	\$ 40,684	\$ 64,520	\$ 117,270	\$ 209,796
Canada	2,518	1,293	6,508	6,824
Total Segment Operating Income	43,202	65,813	123,778	216,620
Corporate	(18,241)	(28,290)	(76,988)	(88,445)
Total Operating Income (Loss)	\$ 24,961	\$ 37,523	\$ 46,790	\$ 128,175

Reconciliation to Income Before Income Taxes	Three months ended		Nine months ended	
	June 27, 2025	June 28, 2024	June 27, 2025	June 28, 2024
Total Operating Income (Loss)	\$ 24,961	\$ 37,523	\$ 46,790	\$ 128,175
Interest Expense, Net	(22,495)	(29,857)	(67,921)	(96,715)
Other (Expense) Income, net	(3,215)	471	(12,270)	1,841
Income (Loss) Before Income Taxes	\$ (749)	\$ 8,137	\$ (33,401)	\$ 33,301

NOTE 11. EARNINGS (LOSS) PER SHARE:

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

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

Earnings (Loss):	Three months ended		Nine months ended	
	June 27, 2025	June 28, 2024	June 27, 2025	June 28, 2024
Net Income (Loss)	\$ (676)	\$ 5,037	\$ (27,674)	\$ 23,268
Shares:				
Basic weighted-average shares outstanding	131,812	131,543	131,719	131,486
Effect of dilutive securities ⁽¹⁾	—	290	—	299
Diluted weighted-average shares outstanding	131,812	131,833	131,719	131,785
Basic Earnings (Loss) Per Share	\$ (0.01)	\$ 0.04	\$ (0.21)	\$ 0.18
Diluted Earnings (Loss) Per Share	\$ (0.01)	\$ 0.04	\$ (0.21)	\$ 0.18
Antidilutive securities ⁽¹⁾	—	2,932	—	2,165

(1) Diluted earnings (loss) per share excludes certain shares issuable under share-based compensation plans because the effect would have been antidilutive. There was no dilutive effect of share-based awards for the three and nine months ended June 27, 2025 due to the net loss incurred in those periods.

NOTE 12. INCOME TAXES:

The Company's effective tax rate was 9.7% and 38.1% for the three months ended June 27, 2025 and June 28, 2024, respectively. For the nine months ended June 27, 2025 and June 28, 2024, the Company's effective tax rate was 17.1% and 30.1%, respectively. The Company's effective rate for the three and nine months ended June 27, 2025 differed from the U.S. statutory rate primarily due to our consolidated pre-tax book loss relative to the impacts of state taxes, permanent book/tax differences consisting mainly of nondeductible executive compensation and meals and entertainment, federal tax credits, and our international operations in jurisdictions with higher income tax rates. The Company's effective rate for the three and nine months ended June 28, 2024 differed from the U.S. statutory rate primarily due to our consolidated pre-tax book income relative to the impacts of state taxes, permanent book/tax differences consisting mainly of nondeductible executive compensation and meals and entertainment, and our international operations in jurisdictions with higher income tax rates.

On July 4, 2025, the United States enacted the One Big Beautiful Bill Act ("Act"), a comprehensive legislative package that includes significant changes to federal tax policy. The Act, among other corporate provisions, includes the permanent extension of 100% bonus depreciation and the repeal of mandatory capitalization of domestic research and experimental expenditures. The Company is currently assessing the impact of the Act, but we do not expect it to have a material impact on our estimated annual effective tax rate in 2025.

NOTE 13. RELATED PARTIES:

As discussed in Note 1, the Company became an independent public company on September 30, 2023. 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 and no services were rendered during the three and nine months ended June 27, 2025.

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.

During the three and nine months ended June 28, 2024, the Company paid \$2.6 million and \$10.5 million, respectively, to Aramark under the various agreements described above. No amounts were paid during the three and

nine months ended June 27, 2025. There are no amounts due from or to Aramark, associated with the above agreements, as of June 27, 2025.

NOTE 14. 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, Vestis Services and certain other wholly-owned subsidiaries of the Company transfer accounts receivable and certain related assets to VS Financing, LLC, a bankruptcy remote special purpose entity formed as a wholly-owned subsidiary of Vestis Services (the “SPE”), who in turn, may sell the receivables to one or more financial institutions (the “Purchasers”). The net proceeds of the A/R Facility were used to repay a portion of the outstanding borrowings under the existing term loans. The A/R Facility is scheduled to terminate on August 2, 2027, unless terminated earlier pursuant to its terms. The Company incurred approximately \$1.4 million of costs in connection with entering the A/R Facility which are recorded within Other Assets in the Consolidated Balance Sheet and are amortized straight-line to Other Expense (Income), net over the term of the related A/R Facility.

As of June 27, 2025 and September 27, 2024, the total value of accounts receivable sold from the SPE to the Purchasers under the A/R Facility and derecognized from the Company's Consolidated Balance Sheet was \$211.9 million and \$229.0 million, respectively. Additionally, during the nine months ended June 27, 2025, the Company transferred accounts receivable of \$1,903.6 million to the SPE, and the Company collected \$1,918.8 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 \$159.6 million and \$157.8 million were pledged by the SPE as collateral to the Purchasers as of June 27, 2025 and September 27, 2024, respectively.

The Company incurred fees for the A/R Facility of \$3.2 million and \$9.7 million for the three and nine months ended June 27, 2025, which were reflected within Other Expense (Income), net in the Consolidated Statement of Income. The fees due to the Purchaser are considered to be a loss on the sale of accounts receivable. There were no AR Facility fees for the three and nine months ended June 28, 2024.

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

NOTE 15. EQUITY:

Accumulated Other Comprehensive Loss

The changes in each component of accumulated other comprehensive loss, net of tax, for the three and nine months ended June 27, 2025 and June 28, 2024 were as follows (in thousands):

	Three Months Ended June 27, 2025		
	Foreign Currency Translation	Pension-related	Total Accumulated Other Comprehensive Loss
Balance as of March 28, 2025	\$ (25,731)	\$ (5,099)	\$ (30,830)
Other comprehensive income	9,019	—	9,019
Amounts reclassified from accumulated other comprehensive loss	—	—	—
Net current period other comprehensive income	9,019	—	9,019
Balance as of June 27, 2025	\$ (16,712)	\$ (5,099)	\$ (21,811)

	Nine Months Ended June 27, 2025		
	Foreign Currency Translation	Pension-related	Total Accumulated Other Comprehensive Loss
Balance as of September 27, 2024	\$ (23,812)	\$ (5,099)	\$ (28,911)
Other comprehensive loss	(2,350)	—	(2,350)
Amounts reclassified from accumulated other comprehensive loss ⁽¹⁾	9,450	—	9,450
Net current period other comprehensive income	7,100	—	7,100
Balance as of June 27, 2025	\$ (16,712)	\$ (5,099)	\$ (21,811)

(1) Represents cumulative currency translation adjustment that was derecognized as a result of the Company's sale of its equity method investment during the nine months ended June 27, 2025.

	Three Months Ended June 28, 2024		
	Foreign Currency Translation	Pension-related	Total Accumulated Other Comprehensive Loss
Balance as of March 29, 2024	\$ (25,912)	\$ (5,070)	\$ (30,982)
Other comprehensive loss	(3,699)	—	(3,699)
Amounts reclassified from accumulated other comprehensive loss	—	—	—
Net current period other comprehensive loss	(3,699)	—	(3,699)
Balance as of June 28, 2024	\$ (29,611)	\$ (5,070)	\$ (34,681)

	Nine Months Ended June 28, 2024		
	Foreign Currency Translation	Pension-related	Total Accumulated Other Comprehensive Loss
Balance as of September 29, 2023	\$ (26,103)	\$ (5,070)	\$ (31,173)
Other comprehensive loss	(3,508)	—	(3,508)
Amounts reclassified from accumulated other comprehensive loss	—	—	—
Net current period other comprehensive loss	(3,508)	—	(3,508)
Balance as of June 28, 2024	\$ (29,611)	\$ (5,070)	\$ (34,681)

Dividends

For the three months ended June 28, 2024, the Company paid dividends in the amount of \$4.6 million. No dividends were paid during the three months ended June 27, 2025. For the nine months ended June 27, 2025 and June 28, 2024, the Company paid dividends in the amount of \$13.8 million and \$9.2 million, respectively.

As part of the May 1, 2025 amendment to the Company's Credit Agreement disclosed in Note 4. Borrowings, the Company agreed to restrict all dividends and share repurchases until the earlier of (i) any fiscal quarter ending after October 2, 2026 so long as the Company is then in compliance with the financial covenants and (ii) when the Company achieves a net leverage ratio below or equal to 4.50x as of the last day of two consecutive quarters through the end of fiscal 2026.

Item 2. 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 three and nine months ended June 27, 2025 and June 28, 2024 should be read in conjunction with our audited Consolidated and Combined Financial Statements and the notes to those statements for the fiscal year ended September 27, 2024 included in our Annual Report on Form 10-K, filed with the Securities and Exchange Commission ("SEC") on November 22, 2024.

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 "Cautionary Note Regarding Forward-Looking Statements" and elsewhere in this Quarterly Report on Form 10-Q.

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

Company Overview

We are a leading provider of uniforms and workplace supplies across the United States and Canada. We provide a full range of uniform programs, managed restroom supply services, first aid supplies and safety products, as well as ancillary items such as floor mats, towels, and linens 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 to a third party and leveraging the benefits of full-service programs.

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 managed 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.

Fiscal Year

Our fiscal year is the 52- or 53-week period which ends on the Friday nearest to September 30th. The fiscal year ended September 27, 2024 is a 52-week period and the fiscal year ending October 3, 2025 is a 53-week period.

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. We are also evaluating the potential effects that current trade discussions between the US, Canada, and Mexico may have on the results of our operations. The impact on our longer-term operational and financial performance will depend on future developments, including our response and governmental response to inflation, tariffs, 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.

On May 1, 2025, we amended our Credit Agreement. As part of the amendment, among other things, we agreed to restrict all dividends and share repurchases until the earlier of (i) any fiscal quarter ending after October 2, 2026 so long as we are then in compliance with the financial covenants and (ii) when we achieve a net leverage ratio below or equal to 4.5x as of the last day of two consecutive quarters through the end of fiscal 2026.

Our financial performance and the sustained decrease in our share price during the quarter ended June 27, 2025 created a triggering event causing us to perform a quantitative goodwill impairment test for both reporting units as of June 27, 2025. While no impairment of goodwill was recognized as of the testing date, if our future operating results do not meet current forecasts or if we experience a sustained decline in our market capitalization that is determined to be indicative of a reduction in fair value of one or more of our reporting units within either of our segments, we may be required to record future impairment charges for goodwill.

Results of Operations Three Months Ended June 27, 2025 compared with June 28, 2024

The following table presents an overview of our results along with the amount of and percentage change between periods for the three months ended June 27, 2025 and June 28, 2024 (dollars in thousands).

	Three Months Ended		Change	
	June 27, 2025	June 28, 2024	\$	%
Revenue	\$ 673,799	\$ 698,248	\$ (24,449)	(3.5%)
Operating Expenses:				
Cost of services provided ⁽¹⁾	491,681	495,759	(4,078)	(0.8%)
Depreciation and amortization	34,856	34,925	(69)	(0.2%)
Selling, general and administrative expenses	122,301	130,041	(7,740)	(6.0%)
Total Operating Expenses	648,838	660,725	(11,887)	(1.8%)
Operating Income (Loss)	24,961	37,523	(12,562)	(33.5%)
Interest Expense, net	22,495	29,857	(7,362)	(24.7%)
Other Expense (Income), net	3,215	(471)	3,686	(782.6%)
Income (Loss) Before Income Taxes	(749)	8,137	(8,886)	(109.2%)
Provision (Benefit) for Income Taxes	(73)	3,100	(3,173)	(102.4%)
Net Income (Loss)	\$ (676)	\$ 5,037	\$ (5,713)	(113.4%)

(1) Exclusive of depreciation and amortization

Consolidated revenue of \$673.8 million decreased \$24.4 million, or 3.5%, for the three months ended June 27, 2025 compared to the three months ended June 28, 2024. As reported, the decline in revenue compared to the prior year reflects an \$18.6 million decline in uniforms and a \$5.8 million decline in workplace supplies. Consolidated revenue for the three months ended June 27, 2025 was negatively impacted by \$0.8 million related to the effects of fluctuations in foreign exchange rates on currency. In addition to the effects of fluctuations in foreign exchange rates on currency, rental revenue declined \$18.0 million while direct sales declined \$5.6 million. The \$18.0 million decline in rental revenue was primarily due to a \$14.6 million decline from lost business in excess of new business and a \$3.4 million decline in revenue related to existing customers. The decline in direct sales revenue of \$5.6 million was primarily attributable to a \$4.3 million unfavorable impact from the previously anticipated loss of a national account customer. Excluding that, direct sales decreased \$1.3 million when compared to the prior year.

Cost of services provided decreased \$4.1 million, or 0.8%, for the three months ended June 27, 2025 compared to the three months ended June 28, 2024. The decrease was primarily driven by a of \$7.1 million reduction in delivery costs, and a \$4.3 million decline in direct sales merchandise costs on lower direct sales revenue. These decreases were partially offset by a \$4.9 million increase in rental merchandise amortization, and a \$2.5 million increase in plant operating costs.

Depreciation and amortization expense of \$34.9 million for the three months ended June 27, 2025 decreased \$0.1 million, or 0.2%, compared to the three months ended June 28, 2024.

Selling, general and administrative expenses ("SG&A") decreased \$7.7 million, or 6.0%, for the three months ended June 27, 2025 compared to the three months ended June 28, 2024. The decrease in SG&A was primarily due to a decrease in share-based compensation of \$6.0 million, a decrease in separation-related charges of \$3.6 million and a \$2.6 million reduction in other administrative costs, offset by an increase in selling costs of \$4.5 million.

Operating income of \$25.0 million decreased from \$37.5 million, or 33.5%, for the three months ended June 27, 2025 compared to the three months ended June 28, 2024 from the impact of changes in revenue and costs noted above.

Interest expense, net, decreased \$7.4 million for the three months ended June 27, 2025 compared to the three months ended June 28, 2024 primarily due to lower average outstanding debt as a result of entering into the A/R Facility on August 2, 2024.

Other expense, net of other income, increased \$3.7 million for the three months ended June 27, 2025 compared to the three months ended June 28, 2024 primarily due to a loss on sale of accounts receivable for the A/R Facility of \$3.2 million, as these costs were not incurred during the three months ended June 28, 2024.

The provision for income taxes for the three months ended June 27, 2025 was recorded at an effective rate of 9.7% compared to an effective rate of 38.1% for the three months ended June 28, 2024. The Company's effective rate for the three months ended June 27, 2025 differed from the U.S. statutory rate primarily due to our consolidated pre-tax book loss relative to the impacts of state taxes, permanent book/tax differences consisting mainly of nondeductible executive compensation and meals and entertainment, federal tax credits, and our international operations in jurisdictions with higher income tax rates. The Company's effective rate for the three months ended June 28, 2024 differed from the U.S. statutory rate primarily due to our consolidated pre-tax book income relative to the impacts of state taxes, permanent book/tax differences consisting mainly of nondeductible executive compensation and meals and entertainment, and our international operations in jurisdictions with higher income tax rates.

Net loss of \$0.7 million for the three months ended June 27, 2025 represented a decrease of \$5.7 million, or 113.4%, compared to net income of \$5.0 million for the three months ended June 28, 2024, due to the impact of changes to revenue and expenses noted above.

Results of Operations Nine Months Ended June 27, 2025 compared with June 28, 2024

The following table presents an overview of our results along with the amount of and percentage change between periods for the nine months ended June 27, 2025 and June 28, 2024 (dollars in thousands).

	Nine months ended		Change	Change
	June 27, 2025	June 28, 2024	\$	%
Revenue	\$ 2,022,828	\$ 2,121,539	\$ (98,711)	(4.7%)
Operating Expenses:				
Cost of services provided ⁽¹⁾	1,476,932	1,502,557	(25,625)	(1.7%)
Depreciation and amortization	107,674	105,500	2,174	2.1%
Selling, general and administrative expenses	391,432	385,307	6,125	1.6%
Total Operating Expenses	1,976,038	1,993,364	(17,326)	(0.9%)
Operating Income (Loss)	46,790	128,175	(81,385)	(63.5%)
Interest Expense, net	67,921	96,715	(28,794)	(29.8%)
Other Expense (Income), net	12,270	(1,841)	14,111	(766.5%)
Income (Loss) Before Income Taxes	(33,401)	33,301	(66,702)	(200.3%)
Provision (Benefit) for Income Taxes	(5,727)	10,033	(15,760)	(157.1%)
Net Income (Loss)	\$ (27,674)	\$ 23,268	\$ (50,942)	(218.9%)

(1) Exclusive of depreciation and amortization

Consolidated revenue of \$2,022.8 million decreased \$98.7 million, or 4.7%, for the nine months ended June 27, 2025 compared to the nine months ended June 28, 2024. As reported, the decline in revenue compared to the prior year reflects an \$82.0 million decline in uniforms and a \$16.7 million decline in workplace supplies. Consolidated revenue for the nine months ended June 27, 2025 was negatively impacted by \$6.2 million related to the effects of fluctuations in foreign exchange rates on currency. In addition to the impact of effects of fluctuations in foreign exchange rates on currency, rental revenue declined \$71.3 million and direct sales declined \$21.2 million. The \$71.3 million decline in rental revenue was primarily due to a \$52.8 million decline from lost business in excess of new business and an \$18.5 million decline in revenue related to existing customers. The decline in direct sales revenue of \$21.2 million was primarily attributable to a \$15.5 million unfavorable impact from the previously anticipated loss of a national account customer.

Cost of services provided decreased \$25.6 million, or 1.7%, for the nine months ended June 27, 2025 compared to the nine months ended June 28, 2024. The decrease was primarily driven by a \$16.0 million reduction in delivery costs, and a \$15.3 million decline in direct sales merchandise costs on lower direct sales revenue. These decreases were partially offset by a \$6.9 million increase in rental merchandise amortization.

Depreciation and amortization expense of \$107.7 million for the nine months ended June 27, 2025 increased \$2.2 million, or 2.1%, compared to the nine months ended June 28, 2024.

Selling, general and administrative expenses ("SG&A") increased \$6.1 million, or 1.6%, for the nine months ended June 27, 2025 compared to the nine months ended June 28, 2024. The increase in SG&A was primarily due to an increase of \$19.5 million in the Company's bad debt expense, which includes an adjustment to the Company's allowance for credit losses in the amount of \$15.0 million based on updated estimates of collectability and an increase in severance charges of \$11.4 million primarily related to the departure of certain former executives. These impacts were partially offset by a decrease in general and administrative wages of \$8.4 million, a decrease of \$8.4 million in separation-related charges, a decrease in professional service costs of \$3.9 million and a decrease in share-based compensation of \$2.3 million.

Operating income of \$46.8 million decreased 63.5% for the nine months ended June 27, 2025 compared to the nine months ended June 28, 2024 from the impact of changes in revenue and costs noted above.

Interest expense, net, decreased \$28.8 million for the nine months ended June 27, 2025 compared to the nine months ended June 28, 2024 primarily due to lower average outstanding debt during the nine months ended June 27, 2025 as compared to the nine months ended June 28, 2024.

Other expense, net of other income, increased \$14.1 million for the nine months ended June 27, 2025 compared to the nine months ended June 28, 2024 primarily due to a loss on sale of accounts receivable for the A/R Facility of \$9.7 million, as these costs were not incurred during the nine months ended June 28, 2024. Other expense, net of other income, was also negatively impacted by a \$2.2 million loss on sale of an equity investment and by a \$2.0 million decrease in income from the equity method investment, both of which were due to the sale of the equity investment in the first quarter of fiscal year 2025.

The provision for income taxes for the nine months ended June 27, 2025 was recorded at an effective rate of 17.1% compared to an effective rate of 30.1% for the nine months ended June 28, 2024. The Company's effective rate for the nine months ended June 27, 2025 differed from the U.S. statutory rate primarily due to our consolidated pre-tax book loss relative to the impacts of state taxes, permanent book/tax differences consisting mainly of nondeductible executive compensation and meals and entertainment, federal tax credits, and our international operations in jurisdictions with higher income tax rates. The Company's effective rate for the nine months ended June 28, 2024 differed from the U.S. statutory rate primarily due to our consolidated pre-tax book income relative to the impacts of state taxes, permanent book/tax differences consisting mainly of nondeductible executive compensation and meals and entertainment, and our international operations in jurisdictions with higher income tax rates.

Net loss of \$27.7 million for the nine months ended June 27, 2025 represented a decrease of \$50.9 million, or 218.9%, compared to net income of \$23.3 million for the nine months ended June 28, 2024 due to the impact of changes to revenue and expenses noted above.

Results of Operations—United States Results Three Months Ended June 27, 2025 compared with June 28, 2024

The following table presents an overview of our United States reportable segment results along with the amount of and percentage change between periods for the three months ended June 27, 2025 and June 28, 2024 (dollars in thousands).

	Three Months Ended		Change	Change
	June 27, 2025	June 28, 2024	\$	%
Segment Revenue	\$ 613,302	\$ 636,839	\$ (23,537)	(3.7%)
Segment Operating Income	40,684	64,520	(23,836)	(36.9%)
Segment Operating Income %	6.6%	10.1%		

United States revenue of \$613.3 million decreased \$23.5 million, or 3.7%, for the three months ended June 27, 2025 compared to the three months ended June 28, 2024. The decline in revenue compared to the prior year reflects a \$17.7 million decline in uniforms and a \$5.8 million decline in workplace supplies which corresponds to a \$17.8 million decline in rental revenue and a \$5.7 million decline in direct sales. The \$17.8 million decline in rental revenue is primarily due to a \$14 million decline from lost business in excess of new business and a \$3.8 million decline in revenue related to existing customers. The decline in direct sales revenue of \$5.7 million was primarily attributable to a \$4.3 million unfavorable impact from the previously anticipated loss of a national account customer. Excluding that, direct sales decreased \$1.4 million when compared to the prior year.

Segment operating income of \$40.7 million for the three months ended June 27, 2025 decreased \$23.8 million, or 36.9%, compared to the three months ended June 28, 2024, primarily driven by the decrease in revenue during the three months ended June 27, 2025, as described above.

Segment operating income margin decreased approximately 350 basis points from 10.1% for the three months ended June 28, 2024 to approximately 6.6% for the three months ended June 27, 2025.

Results of Operations—United States Results Nine Months Ended June 27, 2025 compared with June 28, 2024

The following table presents an overview of our United States reportable segment results along with the amount of and percentage change between periods for the nine months ended June 27, 2025 and June 28, 2024 (dollars in thousands).

	Nine months ended		Change	Change
	June 27, 2025	June 28, 2024	\$	%
Segment Revenue	\$ 1,841,092	\$ 1,932,136	\$ (91,044)	(4.7%)
Segment Operating Income	117,270	209,796	(92,526)	(44.1%)
Segment Operating Income %	6.4%	10.9%		

United States revenue of \$1,841.1 million decreased \$91.0 million, or 4.7%, for the nine months ended June 27, 2025 compared to the nine months ended June 28, 2024. The decline in revenue compared to the prior year reflects an \$75.8 million decline in uniforms and a \$15.2 million decline in workplace supplies which corresponds to an \$71.1 million decline in rental revenue and a \$19.9 million decline in direct sales revenue. The \$71.1 million decline in rental revenue was primarily due to a \$49.5 million decline from lost business in excess of new business and a \$21.6 million decline in revenue related to existing customers. The decline in direct sales revenue of \$19.9 million was primarily attributable to a \$15.5 million unfavorable impact from the previously anticipated loss of a national account customer.

Segment operating income of \$117.3 million for the nine months ended June 27, 2025 decreased \$92.5 million, or 44.1%, compared to the nine months ended June 28, 2024, primarily driven by the decrease in revenue during the nine months ended June 27, 2025, as described above.

Segment operating income margin decreased approximately 450 basis points from 10.9% for the nine months ended June 28, 2024 to approximately 6.4% for the nine months ended June 27, 2025.

Results of Operations—Canada Results Three Months Ended June 27, 2025 compared with June 28, 2024

The following table presents an overview of our Canada reportable segment results along with the amount of and percentage change between periods for the three months ended June 27, 2025 and June 28, 2024 (dollars in thousands).

	Three Months Ended		Change	Change
	June 27, 2025	June 28, 2024	\$	%
Segment Revenue	\$ 60,497	\$ 61,409	\$ (912)	(1.5%)
Segment Operating Income	2,518	1,293	1,225	94.7 %
Segment Operating Income %	4.2%	2.1%		

Canada revenue of \$60.5 million decreased \$0.9 million, or 1.5%, for the three months ended June 27, 2025 compared to the three months ended June 28, 2024. As reported, the decline in revenue compared to the prior year

reflects a \$0.8 million decline in uniforms and a \$0.1 million decline in workplace supplies. Canada revenue for the three months ended June 27, 2025 was negatively impacted by \$0.8 million related to the effects of fluctuations in foreign exchange rates on currency. Excluding the effects of fluctuations in foreign exchange rates on currency, rental revenue decline by \$0.2 million offset by a \$0.1 million increase in direct sales.

Segment operating income of \$2.5 million for the three months ended June 27, 2025 increased \$1.2 million, or 94.7%, compared to the three months ended June 28, 2024.

Segment operating income margin increased approximately 210 basis points from 2.1% for the three months ended June 28, 2024, to approximately 4.2% for the three months ended June 27, 2025.

Results of Operations—Canada Results Nine Months Ended June 27, 2025 compared with June 28, 2024

The following table presents an overview of our Canada reportable segment results along with the amount of and percentage change between periods for the nine months ended June 27, 2025 and June 28, 2024 (dollars in thousands).

	Nine months ended		Change	Change
	June 27, 2025	June 28, 2024	\$	%
Segment Revenue	\$ 181,736	\$ 189,403	\$ (7,667)	(4.0%)
Segment Operating Income	6,508	6,824	(316)	(4.6) %
Segment Operating Income %	3.6%	3.6%		

Canada revenue of \$181.7 million decreased \$7.7 million, or 4.0%, for the nine months ended June 27, 2025 compared to the nine months ended June 28, 2024. As reported, the decline in revenue compared to the prior year reflects a \$6.2 million decline in uniforms and a \$1.5 million decline in workplace supplies. The nine months ended June 27, 2025 was negatively impacted by \$6.2 million related to the effects of fluctuations in foreign exchange rates on currency. In addition to the effects of fluctuations in foreign exchange rates on currency, rental revenue declined \$0.1 million and direct sales declined \$1.4 million.

Segment operating income of \$6.5 million for the nine months ended June 27, 2025 decreased \$0.3 million, or 4.6%, compared to the nine months ended June 28, 2024.

Segment operating income margin was 3.6% for both the nine months ended June 27, 2025 and the nine months ended June 28, 2024.

Liquidity and Capital Resources

Overview

As part of our capital structure, we entered into a Credit Agreement on September 29, 2023 (the "Credit Agreement"). The Credit Agreement included senior secured term loan facilities consisting of term loan A-1 tranche due September 2025 in the amount of \$800 million ("Term Loan A-1"), term loan A-2 tranche due September 2028 in the amount of \$700 million ("Term Loan A-2") and a revolving credit facility. On February 22, 2024, we entered into Amendment No. 1 to our Credit Agreement and refinanced our Term Loan A-1 with an \$800 million Term Loan B-1 due February 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 point the remaining unpaid principal amount is due. The Term Loan B-1 interest rate for fiscal 2024 is at the Secured Overnight Financing Rate ("SOFR") plus 225 basis points and will adjust to SOFR plus 200 basis points should the Company reach 3.30x Net Leverage as defined in the Credit Agreement.

On May 1, 2025, the Company amended its Credit Agreement. As part of the amendment, the Company agreed to restrict all dividends and share repurchases until the earlier of (i) any fiscal quarter ending after October 2, 2026 so long as the Company is then in compliance with the financial covenants and (ii) when the Company achieves a net leverage ratio below or equal to 4.50x as of the last day of two consecutive quarters through the end of fiscal 2026.

On August 2, 2024, Vestis Services, LLC ("Vestis Services") and certain other subsidiaries of the Company entered into a three-year \$250.0 million accounts receivable securitization facility (the "A/R Facility"). Under the A/R Facility, Vestis Services and certain other wholly-owned subsidiaries of the Company transfer accounts receivable and certain related assets to VS Financing, LLC, a bankruptcy remote special purpose entity formed as a wholly-owned subsidiary of Vestis Services ("SPE"), who in turn, may sell the receivables to one or more financial institutions ("Purchasers"). The net proceeds of the A/R Facility were used to repay a portion of the outstanding borrowings under the existing term loans. The A/R Facility is scheduled to terminate on August 2, 2027, unless terminated earlier pursuant to its terms. As of June 27, 2025 and September 27, 2024, the total value of accounts receivable sold from the SPE to the Purchasers under the A/R Facility and derecognized from the Company's Consolidated Balance Sheet was \$211.9 million and \$229.0 million, respectively.

As of June 27, 2025, we had approximately \$23.7 million of cash and cash equivalents and \$266.3 million of availability for borrowing under our Revolving Credit Facility. As of June 27, 2025, we had \$1,170.5 million of total principal debt compared to \$1,162.5 million as of September 27, 2024. The servicing of this debt will be supported by cash flows from our operations.

On January 31, 2025, our Board of Directors declared a quarterly cash dividend of \$0.035 per common share that was paid on March 18, 2025 to shareholders of record at the close of business on February 21, 2025. The Company also paid a cash dividend of \$0.035 per common share, or \$4.6 million, on January 6, 2025 to shareholders of record at the close of business on December 13, 2024 for the dividend declared on November 21, 2024.

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

	Nine months ended	
	June 27, 2025	June 28, 2024
Net cash provided by operating activities	\$ 33,302	\$ 176,200
Net cash used in investing activities	(5,521)	(50,787)
Net cash used in financing activities	(35,117)	(132,309)

Reference to the Consolidated Statements of Cash Flows will facilitate an understanding of the discussion that follows.

Cash Flows Provided by (Used in) Operating Activities

Net cash provided by operating activities was \$33.3 million for the nine months ended June 27, 2025 and \$176.2 million for the nine months ended June 28, 2024. The decrease in net cash provided by operating activities of \$142.9 million was due in part to the net loss for the nine months ended June 27, 2025 of \$27.7 million compared to net income for the nine months ended June 28, 2024 of \$23.3 million, as discussed in "Results of Operations" above.

Additionally, the decrease in net cash provided by operating activities was also impacted by the change in operating assets and liabilities of \$83.3 million, when comparing the nine months ended June 27, 2025 to the nine months ended June 28, 2024, which was, in part, due to investments in inventory during the nine months ended June 27, 2025 to support new customers and more effectively serve existing customers. Also, approximately \$6.0 million of the increase in cash used for inventory is related to tariff pre-buy. Changes in accounts payable and

accrued expenses reflect reduced operational spending, due in part to the decrease in revenue and certain cost reduction initiatives. Changes in accounts receivable reflect improved collections.

Cash Flows Provided by (Used in) Investing Activities

Net cash used in investing activities of \$5.5 million for the nine months ended June 27, 2025 was \$45.3 million lower relative to the nine months ended June 28, 2024 primarily due to \$36.8 million of net proceeds from the sale of an equity investment, proceeds from the disposal of property and equipment of \$5.4 million, and \$7.7 million lower year-over-year purchases of property and equipment. This activity was partially offset by cash outflow of \$4.6 million associated with a tuck-in acquisition completed during the first quarter of fiscal 2025.

Cash Flows Provided by (Used in) Financing Activities

During the nine months ended June 27, 2025, cash used in financing activities was primarily impacted by the following:

- proceeds from long-term borrowings, net of repayments, of \$8.0 million;
- payments related to finance leases of \$25.6 million; and
- dividend payments of \$13.8 million.

During the nine months ended June 28, 2024, cash used in financing activities was primarily impacted by the following:

- payments for long-term borrowings, net of proceeds, of \$81.5 million;
- payments related to finance leases of \$22.6 million;
- cash transferred to Aramark of \$6.1 million;
- dividend payments of \$9.2 million; and
- debt issuance costs of \$11.1 million.

Material Cash Requirements

In the normal course of business, we enter into contracts and commitments that obligate us to make payments in the future. There have not been material changes to our cash requirements since our Annual Report on Form 10-K for the fiscal year ended September 27, 2024 filed with the SEC on November 22, 2024. Additional information regarding our obligations under debt and lease arrangements are provided in Note 4. "Borrowings" and Note 7. "Leases" to the Consolidated Financial Statements contained elsewhere in this Quarterly Report on Form 10-Q.

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 our 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.

Prior to our May 1, 2025 amendment, which is described below, our Credit Agreement required us to maintain a maximum Consolidated Total Net Leverage Ratio, defined as consolidated total indebtedness in excess of unrestricted cash divided by Adjusted EBITDA (as defined in the Credit Agreement), 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. 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 Adjusted EBITDA (as defined in the Credit Agreement) 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.

Recent Amendment to Credit Agreement

On May 1, 2025, the Company entered into Amendment No. 2 to its Credit Agreement. This amendment increased the Consolidated Total Net Leverage Ratio from 4.50x to (i) 5.25x for any fiscal quarter ending prior to July 3, 2026, (ii) 5.00x for the fiscal quarter ending July 3, 2026 and (iii) 4.75x for the fiscal quarter ending October 2, 2026. Pursuant to this amendment, the Consolidated Total Net Leverage Ratio will remain at 4.50x for the first quarter of fiscal 2027 through maturity.

This amendment also provided a \$15 million bad debt expense adjustment to Adjusted EBITDA in the fiscal quarter ended March 28, 2025 for the purposes of determining compliance with the financial covenants.

The principal amounts of both the revolving credit facility commitment and term loan facility remain unchanged following this amendment.

As part of this amendment, the Company agreed to limit the aggregate size of its A/R Facility and any other receivables facilities to \$250 million and restrict all dividends and share repurchases, in each case until the earlier of (i) any fiscal quarter ending after October 2, 2026 so long as the Company is then in compliance with the financial covenants and (ii) when the Company achieves a net leverage ratio below or equal to 4.50x as of the last day of two consecutive quarters through the end of fiscal 2026.

At June 27, 2025, we were in compliance with all covenants under the Credit Agreement.

Critical Accounting Policies and Estimates

Our significant accounting policies are described in the notes to the audited Consolidated and Combined Financial Statements included in our Annual Report on form 10-K, filed with the SEC on November 22, 2024. For a more complete discussion of the critical accounting policies and estimates that we have identified in the preparation of our Consolidated Financial Statements, please refer to our Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K, filed with the SEC on November 22, 2024. Management believes that there have been no significant changes during the nine months ended June 27, 2025 to the items that we disclosed as our critical accounting policies and estimates in our Annual Report on Form 10-K for the fiscal year ended September 27, 2024.

In preparing our Consolidated 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.

Item 3. *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.

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. There has been no material change to this market risk exposure to interest rates from that which was previously disclosed in Part II, Item 7A, Quantitative and Qualitative Disclosures About Market Risk, in our Annual Report on Form 10-K for the year ended September 27, 2024.

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 seek to manage exposure to adverse commodity price changes through our normal operations as well as through entering into commodity derivative agreements.

Item 4. *Controls and Procedures.*

Evaluation of Disclosure Controls and Procedures

Under the direction of our Chief Executive Officer (“CEO”) and our Chief Financial Officer (“CFO”), we have evaluated the effectiveness of our disclosure controls and procedures as of June 27, 2025 (as defined in Rule 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended). Based on their evaluation, our CEO and CFO concluded that, as of June 27, 2025, our disclosure controls and procedures were effective 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.

There were no changes in our internal control over financial reporting during the fiscal quarter ended June 27, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II

Item 1. *Legal Proceedings.*

A description of a settlement that we are party to is included in Note 9 to the consolidated financial statements in Part I, Item 1 of this quarterly report on Form 10-Q, and is incorporated herein by reference.

From time to time, Vestis and its subsidiaries are 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.

Descriptions of six lawsuits that we are currently a party to are included in Note 9 to the consolidated financial statements in Part I, Item 1 of this quarterly report on Form 10-Q, and are incorporated herein by reference. 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 1A. *Risk Factors*

There have been no material changes to the risk factors disclosed in Part I, Item 1A, "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended September 27, 2024 filed with the SEC on November 22, 2024, as supplemented in Part II, Item 1A, "Risk Factors" in our Quarterly Report on Form 10-Q for the fiscal quarter ended on March 28, 2025 filed with the SEC on May 7, 2025.

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

None.

Item 3. *Defaults Upon Senior Securities*

None.

Item 4. *Mine Safety Disclosures*

Not applicable.

Item 5. *Other Information*

During the three months ended June 27, 2025, 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 6. Exhibits

Exhibit No.	Description
10.1+	Employment Agreement, dated January 29, 2025, between Vestis Corporation and Kelly Janzen (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on January 31, 2025)
10.2	Amendment No.2 to Credit Agreement dated as of May 1, 2025, among Vestis Corporation, as U.S. Borrower, Canadian Linen and Uniform Service Corp., as Canadian Borrower, and other subsidiaries of Vestis Corporation party thereto, the lenders party thereto, and JP Morgan 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 May 6, 2025).
10.3	Amendment No. 1 to Letter Agreement dated May 5, 2025 by and among the Company and Keith A. Meister and Corvex (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 6, 2025)
10.4+	Employment Agreement dated as of May 5, 2025, between Vestis Corporation and Jim Barber (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 9, 2025)
10.5+*	Form of Jim Barber Restricted Stock Unit Award Pursuant to the Vestis Corporation 2023 Long-Term Incentive Plan
10.6+*	Separation Agreement and Waiver and Release, dated as of May 28, 2025, between Vestis Corporation and Angela J. Kervin
10.7+*	Vestis Corporation Amended and Restated Deferred Compensation Plan
10.8+*	Form of Director Restricted Stock Unit Award Agreement (Time Vesting Cash Retainer Fee Conversion Award) Pursuant to the Vestis Corporation 2023 Long-Term Incentive Plan
31.1*	Certification of Jim Barber, Chief Executive Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification of Kelly Janzen, Chief Financial Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1*	Certification of Jim Barber, Chief Executive Officer and Kelly Janzen, Chief Financial Officer, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101	The following financial information from Vestis' Quarterly Report on Form 10-Q for the period ended June 27, 2025 formatted in inline XBRL: (i) Consolidated Balance Sheets as of June 27, 2025 and September 27, 2024; (ii) Consolidated Statements of Income for the three and nine months ended June 27, 2025 and June 28, 2024; (iii) Consolidated Statements of Comprehensive Income for the three and nine months ended June 27, 2025 and June 28, 2024; (iv) Consolidated Statements of Cash Flows for the nine months ended June 27, 2025 and June 28, 2024; (v) Consolidated Statements of Changes in Equity for the three and nine months ended June 27, 2025 and June 28, 2024; and (vi) Notes to consolidated financial statements
104	Inline XBRL for the cover page of this Quarterly Report on Form 10-Q; included in Exhibit 101 Inline XBRL document set

* Filed herewith.

+ Represents a management contract or compensatory arrangement.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on August 5, 2025.

Vestis Corporation

By: _____ /s/ Kelly Janzen
Name: Kelly Janzen
Title: Executive Vice President and Chief Financial Officer (Principal Financial Officer)

By: _____ /s/ John Laveck
Name: John Laveck
Title: Vice President and Chief Accounting Officer (Principal Accounting Officer)

VESTIS CORPORATION
RESTRICTED STOCK UNIT AWARD SIGN-ON GRANT 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 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 the third anniversary of the Grant Date (the “*Vesting Date*”) provided that the Participant’s Termination Date has not occurred as of 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 death, the RSUs shall vest as of the Vesting Date notwithstanding that the Participant’s Termination Date occurred prior to the Vesting Date; and
 - (b) 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 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 the 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 RSU, 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).

SEPARATION AGREEMENT AND WAIVER AND RELEASE

This Separation Agreement and Waiver and Release (“Agreement”) is entered into between Angela J. Kervin (“Employee”), on one hand, and Vestis Corporation, on behalf of itself and its subsidiaries, affiliates, successors and assigns (collectively referred to hereinafter as the “Company” or “Vestis”), on the other hand. Employee and the Company are sometimes collectively referred to below as the “Parties.”

WHEREAS, Vestis and Employee are parties to that certain Amended and Restated Employment Agreement dated as of April 2, 2024 (the “Employment Agreement”);

WHEREAS, Employee’s last day of employment with the Company will be May 16, 2025 (the “Separation Date”) as a result of Employee’s voluntary resignation from employment (other than for Good Reason, as defined in the Employment Agreement);

WHEREAS, the Company has determined that it would benefit from having Employee provide limited transition services to the Company after the Separation Date and, in consideration for Employee’s agreement to provide such services and for entering into and abiding by the terms of this Agreement, the Company has determined that it will provide her with certain benefits as set forth herein;

WHEREAS, the Parties intend this Agreement to constitute a full, fair, complete, final, and binding resolution of any and all existing or potential claims by Employee, existing prior to and including the Effective Date (as defined below) of this Agreement, that arise out of or relate to, or that otherwise pertain to, to Employee’s employment with and separation from the Company and/or the Employment Agreement;

NOW, THEREFORE, the Parties, in consideration of the mutual promises and covenants contained herein, the legal sufficiency of which the Parties expressly recognize and acknowledge, further agree as follows:

1. Employee’s Waiver and Release of Claims. Except as specifically provided for herein, and for and in consideration of the promises, agreements, and undertakings contained in this Agreement, Employee, on behalf of herself and anyone claiming through Employee, including issues, agents, representatives, guardians, dependents, heirs, executors, administrators, attorneys, successors, and assigns (hereinafter referred to collectively as “Releasing Party”), does hereby irrevocably and forever waive, release and discharge the Company, its past, present and future parents, subsidiaries, divisions, affiliates, affiliated entities, successors, predecessors, and assigns, partners, members, officers, directors, governors, stockholders, managers, employees, attorneys, representatives and agents (hereinafter collectively referred to as 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 any of the Released Parties by reason of any and all acts, omissions, events, transactions, circumstances or facts existing or occurring up to the date on which Employee signs this

Agreement. Except as specifically provided for herein, this waiver and release includes any and all claims for backpay, front pay, bonuses, commissions, options, and any other forms of compensation or benefits, attorney's fees, and includes all claims of discrimination, harassment or retaliation on account of all protected categories under applicable law (including whistleblower-type claims). Through this waiver and release, Employee also releases the Company and the Released Parties from all claims arising out of or related to each of the following non-exhaustive list of 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 Age Discrimination in Employment Act, the Employee Retirement Income Security Act of 1974, the Dodd-Frank Act, the Sarbanes Oxley Act, the Immigration Reform Control Act, the National Labor Relations Act, the Occupational Safety and Health Act, the Family and Medical Leave Act, the Fair Credit Reporting Act, and all state and local statutes, ordinances, laws and regulations in the State of Georgia and the State of Texas. In addition to the foregoing statutes, and for the avoidance of doubt, Employee releases the Company and 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 country. 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. **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 employment-related class action (putative or certified), collective action (putative or certified) or mass or other multiparty action or proceeding against the Company or any of the Released Parties, and Employee agrees to opt out of any such class action(s) and not to opt-in to any such collective action(s).** The Parties specifically agree that the waiver and release set forth in this Section is intended to be as broad in scope as possible under applicable law, and that it also specifically includes the waiver and release of all claims arising out of or related in any way to Employee's employment with the Company, through the Effective Date (as defined below). The only claims not included in Employee's release are claims that, pursuant to applicable law, cannot be released, such as the right to seek unemployment benefits and any claims by Employee to enforce Executive's rights under or with respect to (a) the Certificate of Incorporation and By-laws of the Company, (b) any indemnification agreement between Executive and the Company, or (c) any benefit plan pursuant to its terms.

Employee hereby agrees that Employee's release is given knowingly and voluntarily, and Employee further acknowledges that:

- i. this release is written in a manner understood by Employee;**
- ii. at or before the time Employee was first given a copy of this release, Employee was informed (and is hereby informed) that Employee had up to twenty-one (21) days following the date Employee received this release to consider it (although Employee could choose to execute it before twenty-one (21) days after Employee's receipt thereof);**
- iii. prior to executing this release, Employee had the opportunity to consider this release for up to a full twenty-one (21) days after Employee's receipt thereof (although Employee may have chosen to execute it before twenty-one (21) days after Employee's receipt thereof);**

iv. Employee agrees that any modifications, material or otherwise, made to this Agreement do not restart or affect in any manner the original twenty-one (21) day consideration period.

v. 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;

vi. Employee has not waived any rights arising after the date of this release;

vii. Employee has received valuable consideration in exchange for the release in addition to amounts Employee is already entitled to receive;

viii. Employee knowingly, voluntarily and in good faith agrees to all of the terms set forth in this release;

ix. Employee knowingly, voluntarily and in good faith intends to be legally bound by this release and to waive the rights identified herein;

x. Employee has been advised (and hereby is advised) to consult with an attorney prior to executing this release; and

xi. prior to executing this release, Employee was informed (and hereby is informed) in writing that: (A) Employee has seven (7) days following the date on which Employee executes this release in which to revoke this release, (B) this release will become effective, enforceable and irrevocable on the eighth 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 (C) 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, in order to be effective, must be sent via email and overnight mail, with signature on delivery required, and addressed to:

André C. Bouchard
EVP, Chief Legal Officer, General Counsel & Secretary
Vestis Corporation
1035 Alpharetta Street, Suite 2100
Roswell, GA 30075

2. Payment of Accrued Amounts. Employee acknowledges and represents that, subject to the terms and conditions of the Employment Agreement, Employee will be paid, the "Accrued Amounts," as defined in Section 4 of the Employment Agreement in accordance with Section 4 of the Employment Agreement. Other than the Accrued Amounts, and except as specifically set forth in this Agreement, Employee acknowledges and agrees that the Company has fully paid or provided Employee all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses,

and all other forms of compensation due to Employee. Employee also specifically represents that Employee is not owed any further sum by way of reimbursement from the Company.

3. Other Benefits Provided. In addition to the Accrued Amounts, the Company agrees to provide the following benefits to Employee:
 - a. In recognition of the Employee's agreement to accommodate the Company's prior requests related to relocation and other good and valuable consideration, the Company hereby waives its remaining right, if any, to repayment from Employee of any relocation expense paid or reimbursed by the Company on behalf of Employee in connection with Employee's relocation to the Atlanta area in connection with her employment with the Company under the Vestis Relocation Payback Agreement that was executed by Employee effective February 15, 2024.
 - b. In recognition of Employee's prior agreement to extend the lease on Employee's temporary housing rental as requested by the Company and other good and valuable consideration, the Company shall; (a) continue to reimburse the Employee's monthly rent relating to Employee's temporary housing rental in an amount of \$8,000 per month (\$16,000 total) for the months of May and June 2025 representing the 60-day notice period required under Employee's lease, and (b) reimburse the Employee's "net" "**Lease Break Fee**" relating to Employee's temporary housing rental in an amount not exceeding \$18,000 gross (\$2,000 net of the \$16,000 security deposit paid by the Company). Employee agrees that the security deposit for Employee's temporary housing rental in the amount of \$16,000 was originally paid by the Company and will be returned to the Company or applied to the Lease Break Fee as directed by the Company and that in no event shall Employee have any right to the security deposit.
4. Transition Services. From the Separation Date through July 15, 2025 (the "**Transition Period**"), Employee agrees, if requested by the Chief Executive Officer of the Company (the "**CEO**"), to provide the CEO with advice regarding human resource support services for a reasonable amount of time at such times as are mutually convenient for Employee and the CEO (the "**Transition Services**"). Employee shall provide the Transition Services as an independent contractor to, and not as an employee of, the Company. Company further recognizes and agrees that this provision or the Transition Services provided during the Transition Period create no relationship or rights between Company and any future employer of Employee.
5. Withholding. To the extent applicable, the Company shall withhold from any amounts payable or benefits provided under this Agreement any amounts necessary for the Company to satisfy any required withholding or other tax obligations it may have under applicable law.
6. Non-Admission and Inadmissibility. The Parties mutually understand and agree that this Agreement does not constitute an admission of fault, wrongdoing, responsibility, or liability on the part of the Company or any of the Released Parties, or Employee. Further, this Agreement is entered into solely to resolve fully all matters arising out of or related to Employee's employment with the Company. The terms, execution and implementation of this Agreement are each not

intended to and may not be used as evidence and shall not be admissible in any proceeding except one alleging a breach of this Agreement.

7. Additional Representations, Covenants and Acknowledgments.

- a. Employee acknowledges and hereby re-affirms that, following the Separation Date, she remains obliged to comply with all aspects of Sections 5.a and 5.b. of the Employment Agreement.
- b. Employee specifically agrees that the Restrictive Covenant Agreement ("RCA") attached as Exhibit A to the Employment Agreement, and all related provisions of the Employment Agreement, including Section 4.h., remain in full force and effect following the Separation Date. For the avoidance of doubt, the Company reserves all of its rights and potential remedies under the RCA, the Employment Agreement and applicable statutes and common law in the event of any threatened or actual breach(es) by Employee of the RCA or the Employment Agreement.

8. Knowing and Voluntary Entry. Employee acknowledges and agrees: (a) Employee fully understands her right to discuss all aspects of this Agreement with her attorney; (b) the Company has encouraged Employee to consult with an attorney of Employee's choice; (c) Employee has discussed this Agreement with Employee's attorney before deciding whether to sign it; (d) Employee has carefully read and fully understands the terms of this Agreement; and (e) if Employee executes this Agreement, she does so knowingly, voluntarily, in good faith, and not as a result of any duress or coercion by any person or entity.

9. Protected Rights. Nothing in this Agreement shall be interpreted to:

(a) prevent Employee from communicating with, filing a charge or complaint with, providing documents or information voluntarily or in response to a subpoena or other information request to, or from participating in an investigation or proceeding conducted by the EEOC, National Labor Relations Board ("NLRB"), Securities and Exchange Commission ("SEC"), Occupational Safety and Health Administration ("OSHA"), Department of Labor ("DOL"), law enforcement, or any other federal, state, or local agency charged with the enforcement of any laws, or from responding to a subpoena or discovery request in court litigation or arbitration, but Employee agrees, to the maximum extent permitted by applicable law and except as otherwise set forth in this Agreement, that the only compensation to which Employee is entitled if Employee or anyone acting on Employee's behalf pursues any such charge(s) or claim(s) is the compensation set forth in this Agreement, except with respect to any monetary recovery under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Sarbanes-Oxley Act of 2002. Further, this Agreement is not intended to and does not restrict Employee from seeking or obtaining an SEC whistleblower award;

(b) limit Employee's right to give truthful testimony in a court of competent jurisdiction, in an administrative or arbitrator proceeding, or to a government agency, or when required to do so by a subpoena, court order, law, or administrative regulation (including depositions in connection with such proceedings);

(c) limit Employee's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged discrimination, harassment, or retaliation by the Company or its agents or employees when required or requested by a court order, subpoena, or written request from an administrative agency or the legislature;

(d) prevent Employee from filing or disclosing any facts necessary to receive unemployment insurance, Medicaid, or any other public benefits;

(e) prevent Employee from reporting any allegations of unlawful conduct, including alleged criminal conduct or unlawful discrimination, harassment, or retaliation, to any government agencies; or

(f) require Employee to seek prior authorization from the Company to provide testimony, participation, reports or disclosures, or to notify the Company that Employee has made any such reports or disclosures, or provided such testimony or other participation.

10. Governing Law and Forum. This Agreement is expressly made subject to the provisions of the applicable federal, state and local laws, rules, regulations, and judicial decisions of the United States of America and the State of Georgia, without regard to its conflicts of law principles. Any dispute pertaining to, arising out of or related to this Agreement or Employee's former employment with the Company shall be brought exclusively in, and the parties agree irrevocably to subject themselves exclusively to the personal jurisdiction of, the state and federal courts located in the State of Georgia. The Parties also incorporate the provisions of Section 14.b. of the Employment Agreement as if they were fully set forth in this Agreement.

11. 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. Notwithstanding the foregoing, if Section 1 of this Agreement or any portion thereof is held to be invalid, void or unenforceable by a court of competent jurisdiction or by an administrative agency for any reason whatsoever as a result of actions or inactions by Employee or anyone acting on Employee's behalf, the Company shall have the right to immediately cease making any further payments under this Agreement, and to require repayment by Employee of any payments already made under this Agreement, to the extent permitted by applicable law.

12. 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.

13. Integration and Amendments. This Agreement and the Employment Agreement and RCA constitute the entire agreement between the parties with regard to the subject matters described herein, except that this Agreement controls in the event of an inconsistency between the terms of this Agreement and either the Employment Agreement or RCA. Without limiting the foregoing, Employee acknowledges and agrees that Employee and any compensation paid to employee shall be subject to the Company's clawback and recoupment policies in effect from time to time. The parties agree and intend that this Agreement supersedes all prior agreements, discussions, negotiations, understandings and proposals of the parties, whether oral or written, except as specifically set forth in this Agreement. No modification, amendment or termination of this Agreement will be binding unless it is in writing and signed by Employee and an authorized representative of the Company.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Employee and the Company and each of their respective heirs, executors, successors, assigns, agents and representatives.

15. Assignment. Employee warrants and represents that, prior to and including the date on which Employee signs this Agreement, 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 Employee's own behalf. Employee shall not assign this Agreement, or any of Employee's 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 section shall be null and void. The Company may assign this Agreement without Employee's consent and without prior notice to Employee, and the rights of the Company under this Agreement shall inure to the benefit of the Company's successors and assigns.

16. Expiration of Offer. Unless an authorized representative of the Company otherwise provides in writing, this Agreement shall automatically expire and be rescinded immediately if this Agreement is not executed by Employee and delivered to the Company no later than 21 days after Employee first received this Agreement.

17. 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.

18. No Construction Presumptions. Employee and the Company have had the opportunity to obtain the advice of legal counsel and to have their respective counsel review and comment on the terms of this 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.

19. Third Party Beneficiaries. Each of the Released Parties is an intended third party beneficiary of this Agreement.

20. Section Headings; Use of Including. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning of this Agreement. The use of the terms “include” or “including” shall be deemed to be followed by “without limitation”.

21. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart. This Agreement may be executed either by original, PDF or facsimile, any of which shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

If Employee signs this Agreement fewer than 21 days after she receives it from the Company, Employee confirms that she does so voluntarily and without any pressure or coercion from anyone at the Company.

[Remainder of page intentionally left blank; signatures follow on next page.]

WHEREFORE, the Parties hereto have affixed their signatures below.

The undersigned Employee has read the foregoing Separation Agreement and Waiver and Release, and attests that Employee has had the opportunity to consult with legal counsel of Employee's own choosing before deciding whether to sign below, and that Employee fully understands and accepts the provisions of this Agreement in their entirety and without reservation.

EMPLOYEE:

Signature: /s/ Angela J. Kervin

Printed Name: **Angela J. Kervin**

Date: 05/28/2025

VESTIS CORPORATION:

Signature: /s/ André C. Bouchard

Printed Name: **André C. Bouchard**

Title: **EVP, Chief Legal Officer, General Counsel & Secretary**

Date: 05/28/2025

VESTIS CORPORATION DEFERRED COMPENSATION PLAN
(Effective as of April 28, 2025)

SECTION 1 GENERAL

1.1. History, Purpose and Effective Date. Vestis Corporation (the “**Company**”) established the Vestis Corporation Deferred Compensation Plan (the “**Plan**”) effective as of January 1, 2024 to provide eligible executives of the Company and its affiliates and non-employee members of the Board with the opportunity to defer the payment of eligible compensation until a specified date or event in the future. Any provision of the Plan which provides for the distribution of shares of Common Stock shall be considered part of the Equity Plan. The Plan is hereby amended, restated and continued in the form of this document effective as of April 28, 2025 (the “**Effective Date**”).

1.2. Definitions.

(a) “**Account Balance**” shall mean, with respect to a Participant, a credit on the records of the Company equal to the sum of the balances in the Participant’s (a) Deferral Account, (b) Employee Equity Account, and (c) Director Equity Account, and any Subaccounts established thereunder. The Account Balance shall be a bookkeeping entry only and shall be used solely as a device for the measurement and determination of the amounts to be paid to a Participant, or his or her designated beneficiary, pursuant to the Plan.

(b) “**Accounts**” of a Participant shall mean, as the context indicates, any or all of his or her Deferral Account, Employee Equity Account, and Director Equity Account, and any Subaccounts established by the Administrator thereunder. Without limiting the generality of the foregoing, separate annual Subaccounts shall be maintained under a Participant’s Account for the deferrals under the Plan for each Plan Year.

(c) “**Administrator**” shall mean the Committee or such other person or persons to whom the Committee has delegated its duties pursuant to Section 7.

(d) “**Affiliate**” shall mean any corporation or trade or business during any period which it is, along with the Company, a member of a controlled group of trades or businesses, as described in Sections 414(b) and 414(c), respectively, of the Code.

(e) “**Annual Deferral Amount**” shall mean that portion of a Participant’s Base Salary, Bonus, and Directors’ Fees that a Participant elects to have, and that is, deferred in accordance with Section 3, for any one Plan Year. In the event of a Participant’s Termination of Service prior to the end of a Plan Year, such year’s Annual Deferral Amount shall be the actual amount deferred prior to the Termination of Service.

(f) “**Annual Installment Method**” shall mean a method of payment that is an annual installment payment over the number of years (not to exceed ten (10) years) elected by the Participant in his or her Deferral Election, beginning on the Payment Start Date. Each annual installment under the Annual Installment Method shall be calculated as follows: The Participant’s Annual Subaccount Balance to which the Annual Installment Method applies shall be calculated as of the Payment Start Date and each anniversary thereof in the year in which the distribution is to be made. The annual installment with

respect to an Annual Subaccount shall be calculated by multiplying this balance by a fraction, the numerator of which is one (1), and the denominator of which is the remaining number of annual payments due the Participant with respect to the Annual Subaccount for which the calculation is being made. By way of example, if the Participant elects a ten (10) year Annual Installment Method, the first payment shall be 1/10 of the Annual Subaccount Balance calculated as described in this definition. The following year, the payment shall be 1/9 of the Annual Subaccount Balance, calculated as described in this definition. The Annual Installment Method is not available with respect to payment of a Participant's Employee Equity Account or Director Equity Account, as applicable.

(g) **"Annual Subaccount Balance"** shall mean, as of any date, with respect to each of a Participant's Annual Subaccounts, the balance in the applicable Annual Subaccount as of the applicable date.

(h) **"Annual Subaccounts"** shall mean, with respect to a Participant for any Plan Year and as the context indicates, the Subaccounts established under the Participant's Deferral Account, Employee Equity Account or Director Equity Account, in each case attributable to deferrals under the Plan for such Plan Year.

(i) **"Base Salary"** shall mean with respect to any Participant for any calendar year, the annual cash compensation relating to services performed by the Participant during such calendar year, whether or not paid in such calendar year and included on the Participant's Federal Income Tax Form W-2 for such calendar year, excluding bonuses, commissions, overtime, fringe benefits, stock options or other equity-based compensation (including dividend equivalent units or dividends on restricted stock) or payments in connection with the sale, exchange or disposition of equity awards or equity-based awards, moving and relocation expenses, payments of accrued vacation or paid time off on termination of employment, incentive payments, tax equalization payments or other amounts attributable to tax-equalization packages, non-monetary awards, directors fees and other fees, automobile and other allowances paid to a Participant for employment services rendered (whether or not such allowances are included in the Employee's gross income). Base Salary shall be calculated before reduction for compensation voluntarily deferred or contributed by the Participant pursuant to all qualified or non-qualified plans of any Employer or any Affiliate and shall be calculated to include amounts not otherwise included in the Participant's gross income under Sections 125, 132(f), 402(e)(3), 402(h), or 403(b) of the Code pursuant to plans established by any Employer or any Affiliate; provided, however, that all such amounts will be included in compensation only to the extent that, had there been no such plan, the amount would have been payable in cash to the employee.

(j) **"Board"** shall mean the Board of Directors of the Company.

(k) **"Bonus"** shall mean, for any calendar year, any compensation, in addition to Base Salary, relating to services performed during such calendar year, whether or not paid in such calendar year or included on the Federal Income Tax Form W-2 for such calendar year, payable to a Participant as an Employee under any Employer's annual bonus and cash incentive plan, excluding any award that constitutes an Employee Equity Award or any other equity or equity-based award. The Administrator, in its discretion, may permit the deferral of other bonus amounts, including sign-on bonuses, in

accordance with rules and procedures established by the Administrator, in which case such bonuses would be treated as a “Bonus” for purposes of the Plan.

(l) **“Code”** shall mean the Internal Revenue Code of 1986, as it may be amended from time to time.

(m) **“Committee”** shall mean the Compensation and Human Resources Committee of the Board.

(n) **“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).

(o) **“Company”** shall mean Vestis Corporation, a Delaware corporation, and any successor to all or substantially all of the Company’s assets or business.

(p) **“Conversion Equity Award”** shall mean a Director Equity Award that is granted to a Participant who is a Non-Employee Director pursuant to the Non-Employee Director’s election to receive Stock Units or similar awards in lieu of the Directors’ Fees that would otherwise have been paid to the Non-Employee Director for the same period.

(q) **“Deferral Account”** shall mean, with respect to a Participant, the Account established to reflect (a) the sum of all of a Participant’s Annual Deferral Amounts deferred under the Plan in accordance with Section 3, plus (b) amounts credited in accordance with all the applicable crediting provisions of the Plan that relate to the Participant’s Deferral Account, less (c) all distributions made to the Participant or his or her beneficiary pursuant to the Plan that relate to his or her Deferral Account.

(r) **“Deferral Election”** for any Plan Year shall mean, as the context indicates, a Participant’s election to defer payment or settlement of Annual Deferral Amounts, Employee Equity Awards and Director Equity Awards under the Plan for the applicable Plan Year in accordance with the terms and condition of the Plan. A Non-Employee Director’s election to receive a Conversion Equity Award in lieu of Directors’ Fees shall be treated as a Deferral Election under the Plan with respect to the Directors’ Fees that would otherwise be payable to the Non-Employee Director for the applicable Plan Year in cash in the absence of the election to receive a Conversion Equity Award and any such election shall be made in accordance with the terms and conditions of the Plan. A Deferral Election shall also include an Initial Deferral Election and a Performance Deferral Election. A Deferral Election for any period shall be made in such form at such time as determined by the Administrator in accordance with the terms of the Plan and, to the extent applicable and as permitted under the terms of the Plan, shall specify the Payment Start Date and the form of payment. A Deferral Election shall be irrevocable on the date determined by the Administrator but in no event after the last day of the Plan Year prior to the Plan Year to which it relates; provided, however, that (i) an Initial Deferral Election shall be irrevocable no later than the date on which it is submitted by the Participant and accepted by the Administrator in accordance with the terms of the Plan and (ii) a Performance Deferral Election shall be irrevocable no later than the date is six (6) months prior to the end of the applicable performance period to which it relates. In the event that a Deferral Election relates to Fiscal Year Compensation, the foregoing provisions (and any related provisions of the Plan) shall be applied on the basis of the applicable fiscal year rather than the Plan Year.

(s) **“Director Equity Account”** shall mean, with respect to a Participant, the Account established to reflect (a) the sum of all of a Participant’s Director Equity Awards (including Conversion Equity Awards) deferred under the Plan in accordance with Section 3 of the Plan, plus (b) amounts credited/debited in accordance with all the applicable crediting/debiting provisions of the Plan that relate to the Participant’s Director Equity Account, less (c) all distributions made to the Participant or his or her beneficiary pursuant to the Plan that relate to the Participant’s Director Equity Account. The Director Equity Account Balance shall be denominated in Stock Units.

(t) **“Director Equity Award”** shall mean, for any Plan Year, an award that has or will be made to a Participant under the Equity Plan as compensation for serving on the Board for such Plan Year and that is in the form of Stock Units or other similar awards. A Director Equity Award for purposes of the Plan shall not include stock options or stock appreciation rights. The Administrator may determine that only certain Director Equity Awards are eligible to be deferred under the Plan. Where applicable in the context, a Director Equity Award includes a Conversion Equity Award.

(u) **“Directors’ Fees”** shall mean, for any calendar year, the annual cash fees paid by the Company, including cash retainer fees and cash meetings fees, as compensation for serving on the Board for such calendar year.

(v) **“Distribution Event”** shall mean with respect to each Annual Subaccount, (i) the specified calendar year elected by the Participant in his or her Deferral Election, which year shall be a specified year that is at least three (3) years after the year in which the amount was deferred under the Plan and no later ten (10) years after the year in which the amount was deferred under the Plan or (ii) the Participant’s Termination of Service. If a Participant does not elect a Distribution Event in his or her Deferral Election, the Distribution Event shall be deemed to Termination of Service (and the Payment Start Date will be determined accordingly). The Distribution Event with respect to any amounts allocated to a Non-Employee Director’s Director Equity Account and attributable to a Conversion Equity Award shall be Termination of Service.

(w) **“Dividend Equivalent Units”** is defined in subsection 4.7.

(x) **“Effective Date”** is defined in subsection 1.1.

(y) **“Eligible Employee”** shall mean, for any Plan Year, an Employee who is determined by the Administrator to be a member of a select group of management and highly compensated employees of the Employers and who is selected by the Administrator for participation in the Plan.

(z) **“Employee”** shall mean a person who is an employee of any Employer and who is paid on a U.S. payroll.

(aa) **“Employee Equity Account”** shall mean, with respect to a Participant, the Account established to reflect (a) the sum of the Participant’s Employee Equity Awards deferred in accordance with Section 3 of the Plan, plus (b) amounts credited/debited in accordance with all the applicable crediting/debiting provisions of the Plan that relate to the Participant’s Employee Equity Account, less (c) all distributions made to or with respect to the Participant pursuant to the Plan that relate to the Participant’s

Employee Equity Account. The Employee Equity Account Balance shall be denominated in Stock Units.

(ab) **“Employee Equity Award”** shall mean, for any Plan Year, an award that has or will be made to a Participant under the Equity Plan as compensation for service as an Employee for such Plan Year and that is in the form of Stock Units or other similar awards. An Employee Equity Award for purposes of the Plan shall not include stock options or stock appreciation rights. The Administrator may determine that only certain Employee Equity Awards are eligible to be deferred under the Plan.

(ac) **“Employer(s)”** shall mean the Company and any of its Affiliates (now in existence or hereafter formed or acquired) that have been selected by the Administrator to participate in the Plan and have adopted the Plan as an “Employer.” The Employers as of the Effective Date are set forth in Exhibit A hereof.

(ad) **“ERISA”** shall mean the Employee Retirement Income Security Act of 1974, as it may be amended from time to time.

(ae) **“Equity Plan”** shall mean the then current incentive compensation plan that is maintained by the Company or any of its Affiliates and that provides for grants of equity or equity-based compensation, including restricted stock, restricted stock units and deferred stock units. As of the Effective Date, the Equity Plan shall mean the Vestis Corporation 2023 Long-Term Incentive Plan, as the same may be amended from time to time.

(af) **“Exchange Act”** shall mean the Securities Exchange Act of 1934, as amended.

(ag) **“Fair Market Value”** of a share of Common Stock shall mean, with respect to a Participant’s Employee Equity Award or Director Equity Award as of a given date, the value determined in accordance with the terms of the Equity Plan pursuant to which the Employee Equity Award or Director Equity Award is granted.

(ah) **“Fiscal Year 2026”** means the Company’s fiscal year beginning October 4, 2025.

(ai) **“Fiscal Year Compensation”** shall mean compensation that otherwise may be deferred under the Plan that relates to a period of service (other than the Plan Year or a calendar year) that is coextensive with one or more consecutive tax years of the Company, of which no amount is paid or payable during the Company’s tax year or years constituting the period of service. For the avoidance of doubt, in no event shall Base Salary be considered Fiscal Year Compensation.

(aj) **“Initial Deferral Election”** shall mean, in the case of an Eligible Employee or a Non-Employee Director who first becomes eligible to participate in the Plan after the first day of a Plan Year (as determined by the Administrator in accordance with Section 409A), a Deferral Election relating to the remainder of the Plan Year in which such individual first becomes eligible to participate in the Plan and that is made by the Participant (and accepted by the Administrator) within the first thirty (30) days (or such shorter period specified by the Administrator in its sole discretion) following such individual’s initial eligibility. For the avoidance of doubt, an individual’s eligibility for

participation will be determined separately with respect to eligibility as an Employee and with respect to eligibility as a Non-Employee Director.

(ak) **“Measurement Fund”** shall mean the hypothetical investment fund or funds selected by the Administrator from time to time in accordance with the terms of the Plan.

(al) **“Non-Employee Director”** shall mean any member of the Board who is not an employee of the Company or any Affiliate and who is paid through a U.S. payroll.

(am) **“Participant”** shall mean (a) a Non-Employee Director who is subject to United States income tax or (b) any Eligible Employee and who, in either case (i) elects to participate in the Plan, (ii) files a Deferral Election that is accepted by the Administrator, and (iii) commences participation in the Plan.

(an) **“Payment Start Date”** shall mean with respect to each Annual Subaccount, the date as of which payments of the Annual Subaccount Balance are to be made based on the Distribution Event applicable to such Annual Subaccount, as determined in accordance with the following: (i) if the Participant’s death occurs prior to complete distribution of an Annual Subaccount, the entire then remaining Annual Subaccount Balance, determined as of the date of death, will be distributed in accordance with subsection 5.4, (ii) the Payment Start Date with respect to any Annual Subaccount for which the Distribution Event is a specified date, the month of February immediately following the year in which the elected Distribution Event occurs, and (iii) the Payment Start Date with respect to any Annual Subaccount for which the Distribution Event is Termination of Service shall be the first day of the seventh month following the Participant’s Termination of Service.

(ao) **“Performance Deferral Election”** means a Deferral Election made pursuant to paragraph 3.3(b).

(ap) **“Plan”** shall mean this Vestis Corporation Deferred Compensation Plan, as amended from time to time.

(aq) **“Plan Year”** shall mean a period beginning on January 1 of each calendar year and continuing through December 31 of such calendar year.

(ar) **“Rule 16b-3”** shall mean that certain Rule 16b-3 under the Exchange Act, as such Rule may be amended from time to time.

(as) **“Section 409A”** shall mean Section 409A of the Code and all regulations and applicable guidance issued thereunder.

(at) **“Securities Act”** shall mean the Securities Act of 1933, as amended.

(au) **“Stock Unit”** shall mean a notational unit representing the right to receive a share of Common Stock in the future. As of any date, a Stock Unit shall have a value equal to the Fair Market Value of a share of Common Stock.

(av) **“Subaccount”** means a Subaccount established for recordkeeping purposes under a Participant’s Accounts.

(aw) “**Termination of Service**” shall mean the severing of the Participant’s employment with the Company and all Affiliates, or service as a director, voluntarily or involuntarily for any reason (including death or disability), as determined by the Administrator that, in either case, constitutes a “separation from service” and “termination of employment” within the meaning of Section 409A of the Code without application of any alternative levels of reductions of bona fide services permitted thereunder.

(ax) “**Vesting Date**” is defined in subsection 3.8.

1.3. Source of Benefit Payments. Benefits payable under the Plan by any Employer will be paid from the general revenues and assets of such Employer and no Employer will be required to set up a funded reserve or otherwise set aside specific funds for the payment of its obligations under the Plan. None of the individuals entitled to benefits under the Plan will have any claim on, or any beneficial ownership interest in, any assets of any Employer, and any rights of such individuals under the Plan will constitute unsecured contractual rights only.

SECTION 2 PARTICIPATION

2.1 Eligibility for Participation. Participation in the Plan shall be limited to (a) Non-Employee Directors and (b) Eligible Employees. Non-Employee Directors shall be automatically eligible to participate in the Plan subject to the terms and conditions hereof. The Administrator shall select the group of Eligible Employees for any Plan Year.

2.2 Enrollment Requirements. As a condition to participation in the Plan for a Plan Year, each Eligible Employee or Non-Employee Director shall make an effective Deferral Election in accordance with procedures established by the Administrator. In addition, the Administrator shall establish from time to time such other enrollment requirements as it determines in its sole discretion are necessary or appropriate.

2.3 Commencement of Participation. If an Eligible Employee or Non-Employee Director has met all enrollment requirements set forth in the Plan and required by the Administrator, including returning all required documents to the Administrator within the specified time periods, that Eligible Employee or Non-Employee Director shall commence participation in the Plan on the day on which his or her Deferral Election first becomes effective in accordance with the terms of the Plan.

2.4 Restricted Participation. During any period that a Participant continues in the employ or service of an Employer or an Affiliate but is not an Eligible Employee or Non-Employee Director, the Participant, or in the event of his death, his beneficiary, will be considered and treated as a Participant in the Plan to the extent of the balance in his or her Accounts (but not for purposes of deferrals as set forth in Section 3).

SECTION 3 DEFERRALS

3.1 Deferral Elections.

(a) Generally. Subject to the terms and conditions set forth herein and such terms and conditions as the Administrator may determine, for any Plan Year an eligible Participant may elect to defer Base Salary, Bonus, Non-Employee Directors’ Fees, Director Equity Awards (including Conversion Equity Awards) and Employee Equity

Awards, as applicable, by timely making a Deferral Election that is accepted by the Administrator. To the extent that a Director Equity Award provides, by its terms, for a deferral of payment or settlement past the vesting date applicable thereto and except as otherwise provided in the award, the Non-Employee Director shall be deemed to have elected to defer under the Plan that portion of the Director Equity Award that is deferred pursuant to the terms of the award. Subject to the terms and conditions herein, once a Participant's Deferral Election has become irrevocable hereunder or pursuant to the terms of the Deferral Election, the Deferral Election shall apply for the Plan Year or other period to which it applies unless modified in accordance with the terms and conditions of the Plan and rules established by the Administrator or upon the Participant's Termination of Service. Notwithstanding any other provision of the Plan, compensation eligible to be deferred under the Plan will only be deferred pursuant to a Participant's Deferral Election to the extent a Participant elects to defer compensation paid from the U.S. payroll of the Company or another Employer.

(b) Deferral Elections for Fiscal Year Compensation. Notwithstanding the foregoing or any other provision of the Plan (other than the provisions of paragraph 3.2(b)), the Administrator may, but shall not be obligated to, permit eligible Employees and Non-Employee Directors to make Deferral Elections with respect to Fiscal Year Compensation in accordance with the timing rules of Section 409A. In such event and with respect to the Fiscal Year Compensation to which the Deferral Election relates, the provisions of the Plan relating to the Deferral Election shall be applied on the basis of the applicable fiscal year rather than the Plan Year.

3.2 Cash Deferrals – Base Salary and/or Non-Employee Directors' Fees.

(a) General Rules. Subject to any terms and conditions imposed by the Administrator or as otherwise provided in the Plan, a Deferral Election with respect to Base Salary and/or Non-Employee Directors' Fees attributable to services performed in any Plan Year shall be effective only if the Deferral Election is made and effective no later than December 31 of the year immediately preceding the Plan Year (or such earlier date specified by the Administrator in its sole discretion), and accepted by the Administrator effective prior to the first day of the Plan Year to which it relates. With respect to an Eligible Employee or Non-Employee Director who first becomes eligible to participate in the Plan in such capacity, as applicable, on or after the first day of a Plan Year (determined by the Administrator in accordance with Section 409A), the Administrator may permit an Initial Deferral Election to be made with respect to the Eligible Employee's Base Salary and/or the Non-Employee Director's Non-Employee Directors' Fees, as applicable, payable for the remainder of the Plan Year, which Initial Deferral Election shall be made within thirty (30) days (or such shorter period specified by the Administrator in its sole discretion) after the date on which the Eligible Employee or Non-Employee Director first becomes eligible to participate in the Plan in such capacity, as applicable; provided, however, that any election made pursuant to this provision shall apply only with respect to compensation paid for services to be performed after the date on which the Initial Deferral Election becomes irrevocable. If no Deferral Election is timely made for a Plan Year (or portion thereof) in accordance with this paragraph 3.2 (a), the Participant's Annual Deferral Amount with respect to Base Salary or Non-Employee Directors' Fees, as applicable, shall be zero for that Plan Year (or portion thereof).

(b) Conversion Equity Awards for Fiscal Year 2026. Notwithstanding the provisions of paragraph 3.2(a), with respect to Non-Employee Directors' Fees payable for Fiscal Year 2026, a Non-Employee Director's election to receive such Non-Employee Directors' Fees in the form of a Conversion Equity Award shall be made no later than the last day of the Company's fiscal year ending prior to Fiscal Year 2026. A Non-Employee Director's election to receive a Conversion Equity Award for any fiscal year commencing after Fiscal Year 2026 shall be made in accordance with the provisions of paragraph 3.2(a) (or paragraph 3.1(b) if permitted by the Administrator) and the other terms and conditions of the Plan.

3.3 Cash Deferrals – Bonus.

(a) General Rules. Subject to any terms and conditions imposed by the Administrator, a Deferral Election with respect to a Bonus attributable to services performed in any Plan Year shall be effective only if the Deferral Election is made and effective no later than December 31 of the year immediately preceding the Plan Year (or such earlier date specified by the Administrator in its sole discretion), and accepted by the Administrator effective prior to the first day of the Plan Year to which it relates. With respect to an Eligible Employee or Non-Employee Director who first becomes eligible to participate in the Plan in such capacity, as applicable, on or after the first day of a Plan Year (determined by the Administrator in accordance with Section 409A), the Administrator may permit an Initial Deferral Election to be made with respect to the Bonus payable to or with respect to the Employee or Non-Employee Director for the remainder of such Plan Year within thirty (30) days (or such shorter period specified by the Administrator in its sole discretion) after the date on which the Eligible Employee or Non-Employee Director becomes eligible to participate in the Plan in such capacity, as applicable; provided, however, that an Initial Deferral Election shall apply only with respect to compensation paid for services to be performed after the date on which the Initial Deferral Election becomes irrevocable. If no Deferral Election is timely made for a Plan Year (or portion thereof) in accordance with this paragraph 3.3(a), the Annual Deferral Amount with respect to an Employee's or Non-Employee Director's Bonus shall be zero for that Plan Year (or portion thereof).

(b) Performance-Based Compensation. Notwithstanding the provisions of paragraph 3.3(a), the Administrator may permit a Performance Deferral Election with respect to a Bonus that satisfies the requirements of performance-based compensation for purposes of Section 409A to be filed after the first day of the Plan Year to which the compensation relates and no later than the date that is at least six (6) months before the end of the performance period to which the performance-based compensation relates (or such earlier date specified by the Administrator in its sole discretion). A Performance Deferral Election may only be filed by a Participant who has continuously performed services for the Company and its Affiliates from the later of (i) the beginning of the applicable performance period or (ii) the date on which the performance criteria relating to the performance-based compensation were established through the date on which the Performance Deferral Election becomes irrevocable and a Performance Deferral Election may not be made after the applicable performance-based compensation has become readily ascertainable (as determined in accordance with Section 409A).

3.4 Employee Equity Awards. Subject to any terms and conditions imposed by the Administrator, an election to defer an Employee Equity Award shall be effective only if the Deferral Election is made and effective no later than December 31 of the year immediately

preceding the Plan Year in which such Employee Equity Award is granted (or such earlier date specified by the Administrator in its sole discretion), and accepted by the Administrator effective prior to the to the first day of the Plan Year to which it relates. With respect to an Eligible Employee who first becomes eligible to participate in the Plan as an Eligible Employee on or after the first day of a Plan Year (determined by the Administrator in accordance with Section 409A), the Administrator may permit an Initial Deferral Election to be made with respect to any Employee Equity Awards to be granted to or with respect to the Employee for the remainder of such Plan Year, which Initial Deferral Election shall be made within thirty (30) days (or such shorter period determined by the Administrator in its sole discretion) after the date on which the Eligible Employee first becomes eligible to participate in the Plan; provided, however, that an Initial Deferral Election shall apply only with respect to compensation paid for services to be performed as an Employee after the date the Deferral Election becomes irrevocable. A Deferral Election with respect to an Employee Equity Award for any year must cover the entire Employee Equity Award and shall be converted to Stock Units (if not already denominated as such) prior to allocation to the Participant's Employee Equity Account in accordance with Section 4.

3.5 Director Equity Awards. Subject to any terms and conditions imposed by the Administrator, an election to defer a Director Equity Award (including an election to receive a Conversion Equity Award) shall be effective only if the Deferral Election is made and effective no later than December 31 of the year immediately preceding the Plan Year in which such Director Equity Award is granted (or such earlier date determined by the Administrator in its sole discretion), and accepted by the Administrator effective prior to the first day of the Plan Year. Notwithstanding the foregoing, an election with respect to a Conversion Equity Award that is made pursuant to paragraph 3.2(b) (or otherwise on the basis of a fiscal year), the foregoing provisions of this subsection 3.5 shall be applied on the basis of the applicable fiscal year rather than the Plan Year. With respect to a Non-Employee Director who first becomes eligible to participate in the Plan as a Non-Employee Director on or after the first day of a Plan Year (determined by the Administrator in accordance with Section 409A), the Administrator may permit an Initial Deferral Election to be made within thirty (30) days (or such shorter period determined by the Administrator in its sole discretion) after the date on which the Non-Employee Director becomes eligible to participate in the Plan as a Non-Employee Director; provided, however, that an Initial Deferral Election shall apply only with respect to compensation paid for services as a Non-Employee Director for services to be performed after the Deferral Election becomes irrevocable. A Deferral Election with respect to a Director Equity Award must cover the entire Director Equity Award which shall be converted to Stock Units (if not already denominated as such) prior to allocation to the Director Equity Account in accordance with Section 4.

3.6 Dividend Equivalent Units. Dividend Equivalent Units credited under the Plan with respect to Stock Units allocated to the Participant's Accounts shall be deferred in accordance with the related Stock Units.

3.7 Minimum and Maximum Deferrals. For each Plan Year, a Participant may elect to defer (a) as his or her Annual Deferral Amount, no less than 5% or more than 100% of his or her Base Salary, Bonus and/or Non-Employee Directors' Fees, (b) 100% of each Employee Equity Award, and (c) 100% of each Director Equity Award. The Administrator may impose a lower permitted Annual Deferral Amount, Bonus and/or Non-Employee Directors' Fees and may unilaterally modify a Participant's Deferral Election to ensure compliance with applicable tax rules and other required withholding requirements.

3.8 Vesting. Vesting in a Participants Account shall be subject to the following:

(a) Deferral Account. A Participant shall at all times be 100% vested in his or her Deferral Account.

(b) Employee Equity Account. A Participant shall become vested in the Stock Units credited to his or her Employee Equity Account (including any Stock Units attributed to Dividend Equivalent Units credited to the Account) on the same schedule and in accordance with the same terms that apply to the Employee Equity Award to which the Stock Units credited to the Employee Equity Account relate.

(c) Director Equity Account. A Participant shall become vested in the Stock Units credited to his or her Director Equity Account (including any Stock Units attributable to Dividend Equivalent Units credited to the Account) on the same schedule and in accordance with the same terms that apply to the Director Equity Award to which the Stock Units credited to the Director Equity Account.

In the event that an Employee Equity Award or Director Equity Award that is deferred under the Plan does not vest for any reason (whether due to Termination of Service prior to the applicable vesting date or otherwise, the unvested portion of the balance of the Participant's Account shall be forfeited at the same time that the related unvested Employee Equity Award or Director Equity Award is otherwise forfeited and the Participant shall have no further rights under or with respect to such forfeited amounts. The date on which Stock Units credited to a Participant's Accounts vest shall be referred to as the "**Vesting Date**" with respect to such Stock Units.

SECTION 4 ACCOUNTS AND ACCOUNTING

4.1 Establishment of Accounts. Solely for recordkeeping purposes and to the extent applicable, the Administrator shall establish a Deferral Account, an Employee Equity Account and a Director Equity Account for each Participant and Annual Subaccounts under each such Account. A Participant's Annual Subaccounts shall be credited with the deferrals made by him or her or on his or her behalf and shall be credited (or charged, as the case may be) with hypothetical or deemed investment earnings and losses, and shall be charged with distributions made to or with respect to him or her, all as set forth in this Section 4 and the other terms and conditions of the Plan.

4.2 Annual Deferral Amounts. For each Plan Year, the amount of a Participant's Base Salary, Bonus and/or Directors' Fees portion of the Annual Deferral Amount for the Participant shall be withheld and credited to the Participant's Annual Subaccount for such Plan Year under the Participant's Deferral Account as of the date on which Base Salary, Bonus and/or Directors' Fees, as applicable, would have been paid to the Participant but for the Participant's Deferral Election.

4.3 Employee Equity Awards. A Participant's Employee Equity Awards deferred under the Plan shall be credited to the Participant's Annual Subaccount under the Participant's Employee Equity Account as of the date on which the Employee Equity Award is granted. As of such date, the Participant's Annual Subaccount shall be credited with that number of Stock Units equal to the aggregate number of Stock Units subject to the Employee Equity Award that are deferred under the Plan. Participants who elect to defer Employee Equity Awards will have no rights as stockholders of the Company with respect to allocations made to their Employee Equity Account other than the right to receive Dividend Equivalent Unit allocations as described in subsection 4.7.

4.4 Director Equity Awards. A Participant's Director Equity Award (including a Conversion Equity Award) that is deferred under the Plan shall be credited to the Participant's Annual Subaccount under the Participant's Director Equity Account of the date on which the Director Equity Award is granted. As of such date, a Participant's Director Equity Account shall be credited with that number of Stock Units subject to the Director Equity Award that are deferred under the Plan. Participants who elect to defer Director Equity Awards will have no rights as stockholders of the Company with respect to allocations made to their Director Equity Account other than the right to receive Dividend Equivalent Unit allocations as described in subsection 4.7.

4.5 Measurement Funds. The Administrator shall from time to time select types of Measurement Funds and specific Measurement Funds for deemed investment designation by Participants for the purpose of crediting additional amounts to his or her Account Balance. As of the Effective Date, the only Measurement Funds shall be the following:

(a) Moody's Corporate Baa Bond Index rate as of the month of October for the year preceding the year to which the rate applies. Participants' Deferral Accounts shall automatically be allocated to this Measurement Fund and no other Accounts shall be allocated to or invested in this Measurement Fund. Amounts payable from this Measurement Fund will be paid in cash.

(b) Company stock index fund. Participants' Employee Equity Accounts and Director Equity Accounts will be automatically allocated to this Measurement Fund and no other amounts may be allocated to or hypothetically invested in this Measurement Fund. Any investment in this Measurement Fund will be measured solely by the performance of Common Stock (including dividends that will be reinvested). Amounts allocated to this Measurement Fund will be settled in shares of Common Stock offered under the Equity Plan as then in effect (unless otherwise determined by the Administrator). Any payment in the form of shares of Common Stock shall be subject to all requirements of applicable law, the terms of the Equity Plan and the rules of any stock exchange on which the shares of Common Stock are listed.

4.6 The Company is under no obligation to acquire or provide any of the Measurement Funds, and any investments actually made by the Company will be made solely in its name and will remain its property.

4.7 Crediting or Debiting Method.

(a) Annual Deferrals. The performance of each Measurement Fund, other than the Company stock index fund, either positive or negative will be determined by the Administrator, in its sole discretion, based on the performance of the Measurement Funds themselves. A Participant's Account Balance and any applicable Subaccounts thereunder shall be credited or debited as frequently as is administratively feasible, but no less often than quarterly, based on the performance of each Measurement Fund, as determined by the Administrator in its sole discretion. As necessary, the Administrator may, in its sole discretion, discontinue, substitute or add a Measurement Fund. The Administrator shall notify the Participants of the types of Measurement Funds and the specific Measurement Funds selected from time to time.

(b) Employee Equity Awards and Non-Employee Directors' Employee Equity Awards. A Participant's Employee Equity Account or Director Equity Account will be

credited with the number of Stock Units subject to the Employee Equity Award or Director Equity Award deferred pursuant to Section 3 and any Dividend Equivalent Units as described in subsection 4.7.

4.8 Dividend Equivalent Units. Dividend Equivalent Units shall be credited to a Participant's Accounts with respect to Stock Units allocated to a Participant's Accounts as follows unless otherwise provided by the Administrator:

(a) Stock Dividend. If a Common Stock dividend is paid or distributed with respect to shares of Common Stock, then each of the Participant's Accounts that is invested in Stock Units will be credited with that number of additional Stock Units ("Dividend Equivalent Units") equal to (i) the number of shares of Common Stock paid or distributed in the dividend with respect to a share of Common Stock, multiplied by (ii) the number of Stock Units (including previously credited Dividend Equivalent Units) allocated to the Participant's Accounts as of the dividend payment date.

(b) Non-Stock Dividends. If a cash dividend is paid or distributed with respect to shares of Common Stock, then each of the Participant's Accounts that is invested in Stock Units will be credited with that number of additional Stock Units ("Dividend Equivalent Units") equal to (i)(A) the dollar amount of the cash dividend paid or distributed with respect to a share of Common Stock, divided by (B) the Fair Market Value of a share of Common Stock as of the dividend payment date, multiplied by (ii) the number of Stock Units (including previously credited Dividend Equivalent Units) allocated to the Participant's Accounts as of the dividend payment date.

4.9 Distributions. Any distribution with respect to a Participant's Account Balance shall be charged to the appropriate Account or applicable Annual Subaccount thereunder as of the date such payment is made from the Account or Annual Subaccount in accordance with the terms of the Plan.

4.10 No Actual Investment. Notwithstanding any other provision of the Plan that may be interpreted to the contrary, the Measurement Funds are to be used for measurement purposes only, and a Participant's election of any such Measurement Fund, the allocation to his or her Account Balance thereto, the calculation of additional amounts and the crediting or debiting of such amounts to a Participant's Account Balance shall not be considered or construed in any manner as an actual investment of his or her Account Balance in any such Measurement Fund. In the event that any Employer, in its own discretion, decides to invest funds in any or all of the Measurement Funds, no Participant shall have any rights in or to such investments themselves. Without limiting the foregoing, a Participant's Account Balance shall at all times be a bookkeeping entry only and shall not represent any investment made on his or her behalf by the Employer; the Participant shall at all times remain an unsecured creditor of the Employers.

SECTION 5 DISTRIBUTIONS

5.1 Distribution of Benefits. A Participant shall receive distribution of his or her unpaid Account Balance in accordance with the provisions of this Section 5.

5.2 Deferral Account. Distribution of a Participant's unpaid balance in each of his or her Annual Subaccounts under his or her Deferral Account shall be distributed (or begin to be distributed) as of the Payment Start Date with respect to applicable Annual Subaccount (a) in a lump sum payment or (b) pursuant to an Annual Installment Method as elected by the Participant

in his or her Deferral Election. If the Participant fails to make an election with respect to the form of payment of his or her Annual Subaccount for a Plan Year, then the Annual Subaccount balance shall be payable in a lump sum as of the Payment Start Date with respect to such Annual Subaccount. The provisions of this subsection 5.2 shall not apply to any portion of a Participant's Employee Equity Account or Director Equity Account.

5.3 Employee Equity Account and Director Equity Account. Distribution of a Participant's unpaid portion of each of his or her Annual Subaccounts under his or her Employee Equity Account or Director Equity Account, shall be distributed as of the Payment Start Date in a lump sum payment.

5.4 Death Benefits. In the event that the Participant dies prior to full payment or settlement of his or her Account, the entire Account Balance shall be paid to the Participant's beneficiary in a lump sum upon the Participant's death without regard to any Deferral Election. The lump sum payment shall be made no later than the later of (a) December 31 of the calendar year during which the Participant's death occurs or (b) within ninety (90) days after the Participant's death occurs. In no event shall the beneficiary be permitted to elect the year of distribution. Payments shall be in the same form (cash or stock) as would have applied to the Participant.

5.5 Stock Distributions. All Account Balance distributions from a Participant's Employee Equity Account and Director Equity Account shall be in the form of whole shares of Common Stock equal to the number of whole Stock Units credited to the Participant's Employee Equity Account or Director Equity Account, as applicable. Distributions in respect of fractional Stock Units shall be made in cash.

SECTION 6 TERMINATION, AMENDMENT OR MODIFICATION

6.1 Termination With Respect to Account Balances. The Plan shall not terminate with respect to Account Balances and any Employers, except in a manner that complies with Section 409A. Upon a termination of the Plan with respect to Account Balances that complies with Section 409A, each Participant shall be entitled to receive his or her Account Balance in a lump sum payment in accordance with the payment schedule determined by the Administrator upon termination in accordance with Section 409A. During the period of time between the date the Plan is terminated with respect to Account Balances and the date of such payment, Account Balance distributions that otherwise would be made pursuant to the Plan shall be made without regard to such termination.

6.2 Amendment. The Company may, at any time, amend or modify the Plan in whole or in part by the action of the Board, the Committee or persons or person authorized by the Board or the Committee; provided, however, that no amendment or modification shall be effective to decrease or restrict the value of a Participant's Account Balance in existence at the time the amendment or modification is made, calculated as if the Participant had experienced a Termination of Service as of the effective date of the amendment or modification.

6.3 Effect of Payment. The full payment of the applicable benefit under the Plan shall completely discharge all obligations to a Participant and his or her designated beneficiaries under the Plan.

SECTION 7 ADMINISTRATION

7.1 Administrator Duties. The Administrator shall conduct the general administration of the Plan in accordance with the Plan and shall have all the necessary power and authority to carry out that function. Any individual serving as the Administrator (or a committee that constitutes the Administrator) who is a Participant shall not vote or act on any matter relating solely to himself or herself. Among the Administrator's necessary powers and duties (in addition to those set forth elsewhere in the Plan) are the following:

- (a) Except to the extent provided otherwise by the terms of the Plan, to delegate all or part of its function as Administrator to others and to revoke any such delegation.
- (b) To conclusively determine all questions arising under the Plan, including the power to determine the eligibility of Participants (as otherwise set forth herein) and the rights of Participants and other persons entitled to benefits under the Plan and their respective benefits except as otherwise set forth in the Plan, and to remedy any ambiguities, inconsistencies or omissions of whatever kind; to determine the amounts and time of payment of benefits, to take any actions necessary to assure timely payment of benefits under the Plan.
- (c) To select and engage attorneys, accountants, actuaries, trustees, appraisers, brokers, consultants, administrators, physicians or other persons to render service or advice with regard to any responsibility the Administrator has under the Plan, or otherwise, to designate such persons to carry out fiduciary responsibilities (other than trustee responsibilities) under the Plan, and (with the Committee, the Employers and their officers, directors, trustees and Employees) to rely upon the advice, opinions or valuations of any such persons, to the extent permitted by law, being fully protected in acting or relying thereon in good faith; provided, however, that with respect to any Participant who is then subject to Section 16 of the Exchange Act, any function of the Administrator under the Plan relating to such Participant shall be performed solely by the Committee, if and to the extent required to ensure the availability of an exemption under Section 16 of the Exchange Act for any transaction relating to such Participant under the Plan.
- (d) To conclusively interpret the Plan for purpose of the administration and application of the Plan, in a manner consistent with the Plan or applicable law and to amend or revoke any such interpretation.
- (e) To establish a claims procedure.
- (f) To generally operate and administer the Plan in all matters except as otherwise provided herein.

7.2 Binding Effect of Decisions. The decision or action of the Administrator with respect to any question arising out of or in connection with the administration, interpretation and application of the Plan, Section 409A and applicable guidance issued thereunder shall be final and conclusive and binding upon all persons having any interest in the Plan. No benefits shall be paid to any person unless the Administrator determines that such person is entitled thereto under the terms of the Plan.

7.3 Employer Information. To enable the Administrator to perform its functions, each Employer shall supply full and timely information to the Administrator on all matters relating to

the compensation of its Participants, the date and circumstances of the Termination of Service of its Participants (including death), and such other pertinent information as the Administrator may reasonably require.

7.4 Compliance with Section 16; Equity Plan Controls. Notwithstanding any other provision of the Plan or any rule, instruction, Deferral Election, the Plan and any such rule, instruction or form shall be subject to any additional conditions or limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, such provision, rule, instruction or form shall be deemed amended to the extent necessary to conform to such applicable exemptive rule. In order to ensure compliance with all applicable laws, the Administrator, in its discretion, may require that any transactions by any Participant related to Common Stock must be pre-approved by the Committee. Notwithstanding any other provision of the Plan to the contrary, the terms of any Employee Equity Awards and Director Equity Awards deferred under the Plan shall be subject to the terms and conditions of the Equity Plan (including provisions relating to administration and adjustment thereof). Without limiting the generality of the foregoing, in the case of any award that is made under the Equity Plan and deferred under the Plan, any adjustments to such award as deferred under the Plan shall be made in accordance with the Equity Plan under which the award was made.

SECTION 8 MISCELLANEOUS

8.1 Status of Plan. The Plan as applied to employees is intended to be a plan that is not qualified within the meaning of Section 401(a) of the Code and that is “unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees” within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA. The Plan shall be administered and interpreted to the extent possible in a manner consistent with that intent.

8.2 Unsecured General Creditor. Participants and their beneficiaries, heirs, successors and assigns shall have no legal or equitable rights, interests or claims in any property or assets of any Employer. For purposes of the payment of benefits under the Plan, any and all of an Employer’s assets shall be, and remain, the general, unpledged unrestricted assets of the Employer. An Employer’s obligation under the Plan shall be merely that of an unfunded and unsecured promise to pay money in the future.

8.3 Source of Benefits. The amount of any benefit payable under the Plan will be paid from the general revenues of the Employer with respect to whose former employee the benefit is payable. Benefits for Non-Employee Directors shall be paid from the general revenues of the Company. Subject to the foregoing, if a Participant has been employed by more than one Employer, the portion of the Plan benefit payable by each such Employer shall be equal to the portion of the Participant’s Account Balance that is attributable to the reduction of his or her compensation from that Employer that is made pursuant to his or her Deferral Election or that is otherwise attributable to the contributions by that Employer. An Employer’s obligation under the Plan shall be reduced to the extent that any amounts due under the Plan are paid from one or more trusts, the assets of which are subject to the claims of the general creditors of the Employer or any affiliate thereof, or from an insurance policy owned by the Employer; provided, however, that nothing in the Plan shall require the Company or any Employer to establish any trust to provide benefits under the Plan or to purchase an insurance policy. No employee or other individual entitled to benefits under the Plan shall have any right, title or interest whatsoever in

any assets of the Company, any of the other Employers or any Affiliate or to any investment reserves, accounts or funds that the Company or any other Employer may purchase, establish or accumulate to aid in providing the benefits under the Plan, including any investment in any Measurement Fund. Any Common Stock that is distributed or issued pursuant to the Plan with respect to amounts credited to a Participant's Employee Equity Account or Director Stock Account shall be deemed to have originated and shall be counted against the number of shares reserved, under the Equity Plan under which the corresponding Employee Equity Award was granted.

8.4 Nonassignability. Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate, alienate or convey in advance of actual receipt, the amounts, if any, payable hereunder, or any part thereof, that are, and all rights to which are expressly declared to be, unassignable and non-transferable. No part of the amounts payable shall, prior to actual payment, be subject to seizure, attachment, garnishment or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by a Participant or any other person, be transferable by operation of law in the event of a Participant's or any other person's bankruptcy or insolvency. Notwithstanding the foregoing, the Administrator is authorized to make any payments directed by court order in any action in which the Plan or the Administrator has been named as a party. In addition, if a court determines that a spouse or former spouse of a Participant has an interest in the Participant's benefits under the Plan in connection with a property settlement or otherwise, the Administrator, in its sole discretion, shall have the right, notwithstanding any election made by a Participant, to immediately distribute the spouse's or former spouse's interest in the Participant's benefits under the Plan to that spouse or former spouse.

8.5 Tax Withholding. Each Employer may withhold or cause to be withheld from any amounts otherwise due to the Participant or subject to a deferral election under the Plan or any payment of benefits made pursuant to the Plan any taxes required to be withheld and such sum as the Employer may reasonably estimate to be necessary to cover any taxes for which the Employer may be liable and that may be assessed with regard to such deferrals or payments under the Plan. Notwithstanding the foregoing, withholding of amounts otherwise subject to a deferral election (or otherwise deferred under the Plan) shall be limited to (a) the amount required to pay the tax imposed by the Federal Insurance Contributions Act ("FICA") under Sections 3101, 3121(a) and 3121(v) of the Code on compensation deferred under the Plan (the "FICA Amount"), and (b) income tax imposed under Section 3401 of the Code or the corresponding withholding provisions of applicable state, local or foreign tax laws as a result of the payment of the FICA Amount and to pay the additional income tax attributable to the pyramiding of wages under Section 3401 and taxes. Notwithstanding the foregoing, the total amount of withholding pursuant to the preceding sentence shall not exceed the aggregate FICA Amount and the income tax withholding related to such FICA Amount.

8.6 Coordination with Other Benefits. The benefits provided for a Participant and Participant's beneficiary under the Plan are in addition to any other benefits available to such Participant under any other plan or program for employees of the Participant's Employer. The Plan shall supplement and shall not supersede, modify or amend any other such plan or program except as may otherwise be expressly provided.

8.7 Compliance. A Participant shall have no right to receive payment with respect to the Participant's Account Balance until all legal and contractual obligations of the Employers relating to establishment of the Plan and the making of such payments shall have been complied

with in full. In addition, the Company shall impose such restrictions on Common Stock delivered to a Participant hereunder and any other interest constituting a security as it may deem advisable in order to comply with the Securities Act, the requirements of the New York Stock Exchange or any other stock exchange or automated quotation system upon which the Common Stock is then listed or quoted, any state securities laws applicable to such a transfer, any provision of the Company's Sections of Incorporation or Bylaws, or any other applicable law or applicable regulation.

8.8 Not a Contract of Employment or Continued Service. The terms and conditions of the Plan shall not be deemed to constitute a contract of employment or continued service between any Employer and the Participant. Nothing in the Plan shall be deemed to give a Participant the right to be retained in the service of any Employer, either as an Employee or a Director, or to interfere with the right of any Employer to discipline or discharge the Participant at any time.

8.9 Furnishing Information. A Participant or his or her beneficiary will cooperate with the Administrator by furnishing any and all information requested by the Administrator and take such other actions as may be requested in order to facilitate the administration of the Plan and the payments of benefits hereunder, including but not limited to taking such physical examinations as the Administrator may deem necessary.

8.10 Governing Law. Subject to ERISA and federal law (or state securities laws), the provisions of the Plan shall be construed and interpreted according to the internal laws of the State of Georgia without regard to its conflicts of laws principles.

8.11 Notice. Any notice or filing required or permitted to be given to the Administrator under the Plan shall be sufficient if in writing and hand-delivered, or sent by registered or certified mail, to the Company at its principal corporate offices, to the attention of the Company's General Counsel. Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification. Any notice or filing required or permitted to be given to a Participant under the Plan shall be sufficient if in writing and hand-delivered, or sent by mail, to the last known address of the Participant.

8.12 Successors. The provisions of the Plan shall bind and inure to the benefit of the Employers and their respective successors and assigns and the Participant and the Participant's designated beneficiaries.

8.13 Validity. In case any provision of the Plan shall be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts hereof, but the Plan shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.

8.14 Incompetent. If the Administrator determines in its discretion that a benefit under the Plan is to be paid to a minor, a person declared incompetent or to a person incapable of handling the disposition of that person's property, the Administrator may direct payment of such benefit to the guardian, legal representative or person having the care and custody of such minor, incompetent or incapable person. The Administrator may require proof of minority, incompetence, incapacity or guardianship, as it may deem appropriate prior to distribution of the benefit. Any payment of a benefit shall be a payment for the account of the Participant and the Participant's beneficiary, as the case may be, and shall be a complete discharge of any liability under the Plan for such payment amount.

8.15 Action by Employers. Any action required or permitted to be taken under the Plan by any Employer shall be taken by appropriate action of its applicable governing body (such as its board of directors, general partner, board of trustees, management committee) or an authorized committee thereof, or by a person or persons authorized by the governing body or committee, as applicable.

8.16 Supplements. The provisions of the Plan as applied to any Employer or to any group of employees of any Employer may, with the consent of Administrator, be modified or supplemented from time to time by the adoption of one or more Supplements. Each Supplement shall form a part of the Plan as of the Supplement's effective date. In the event of any inconsistency between a Supplement and the Plan document, the terms of the Supplement shall govern.

8.17 Special Section 409A Provisions. It is intended that the Plan comply with the provisions of section 409A of the Code and all provisions of the Plan shall be construed and interpreted in accordance with the requirements of section 409A of the Code and applicable guidance thereunder. Notwithstanding any other provision of this Plan 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 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 (or, if earlier, on death); and

(b) the determination as to whether the Participant has had a termination of employment (or 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.

EXHIBIT A
EMPLOYERS

- Vestis Corporation

780065375.4

VESTIS CORPORATION

**DIRECTOR RESTRICTED STOCK UNIT AWARD AGREEMENT
(TIME-VESTING CASH RETAINER FEE CONVERSION AWARD)**

The Participant elected to defer certain of the cash fees (including cash retainer fees and cash meeting fees) otherwise payable to the Participant from the Company for the Company's fiscal year beginning on or after October 1, 2025, in consideration for the grant of a Full Value Award under the Vestis Corporation 2023 Long Term Stock Incentive Plan (the "**Plan**") in the form of time-vested restricted stock units ("**RSUs**"). Pursuant to such election, as of the "**Grant Date**" (as specified in the attached Grant Notice) the Participant is hereby granted RSUs under the Plan with respect to the number of shares of Common Stock set forth in the Grant Notice (the "**Award**"). The Award is subject to the following terms and conditions (which, together with the Grant Notice, 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. Effective from and after the Grant Date, all RSUs that are subject to this Award shall be deferred under the terms of the Vestis Corporation Deferred Compensation Plan (the "**Deferred Compensation Plan**").

1. **Vesting and Forfeiture of RSUs.** Subject to the terms and conditions of this Award Agreement and the Plan, the RSUs shall vest as set forth in the Grant Notice. Each date on which RSUs vest shall be the "**Vesting Date**" with respect to such RSUs, provided that the Participant's Termination Date has not occurred prior to the Vesting Date. Notwithstanding any provision of the Plan to the contrary, any 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.
2. **Settlement of Award.** Settlement of the Award shall occur in accordance with the terms of the Deferred Compensation Plan and, in all events, in accordance with section 409A of the Code.
3. **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.
4. **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.
5. **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.

6. 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.
7. 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).
8. 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.
9. 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.
10. 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.
11. 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.
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.
16. 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.
17. 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).

Certification Pursuant to**Rules 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as Amended**

I, Jim Barber, President and Chief Executive Officer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Vestis Corporation for the quarter ended June 27, 2025;
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: August 5, 2025

/s/ Jim Barber

Jim Barber

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, Kelly Janzen, Executive Vice President and Chief Financial Officer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Vestis Corporation for the quarter ended June 27, 2025;
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: August 5, 2025

/s/ Kelly Janzen

Kelly Janzen

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 Quarterly Report of Vestis Corporation (the “registrant”) on Form 10-Q for the quarter ended June 27, 2025, as filed with the Securities and Exchange Commission on the date hereof (the “report”), we, Jim Barber and Kelly Janzen, 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.

August 5, 2025

/s/ Jim Barber

Jim Barber

President and Chief Executive Officer

/s/ Kelly Janzen

Kelly Janzen

Executive Vice President and Chief Financial Officer