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## DELTA REPORT

### 10-Q

HBI - HANESBRANDS INC.

10-Q - MARCH 30, 2024 COMPARED TO 10-Q - SEPTEMBER 30, 2023

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TOTAL DELTAS 2892

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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 **September 30, 2023** **March 30, 2024**  
or

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission file number: 001-32891

**Hanesbrands Inc.**

(Exact name of registrant as specified in its charter)

**Maryland**

**20-3552316**

(State of incorporation)

(I.R.S. employer identification no.)

**1000 East Hanes Mill Road**

**27105**

**Winston-Salem, North Carolina**

(Zip code)

(Address of principal executive office)

**(336) 519-8080**

(Registrant's telephone number including area code)

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, Par Value \$0.01	HBI	New York Stock Exchange

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

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

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

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

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

As of **November 3, 2023** **May 3, 2024**, there were **350,040,522** **351,563,309** shares of the registrant's common stock outstanding.

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## FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains information that may constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 (the "Exchange Act"). Forward-looking statements include all statements that do not relate solely to historical or current facts, and can generally be identified by the use of words such as "may," "believe," "could," "will," "expect," "outlook," "potential," "project," "estimate," "future," "intend," "anticipate," "plan," "continue" or similar expressions. However, the absence of these words or similar expressions does not mean that a statement is not forward-looking. All statements regarding our intent, belief and current expectations about our strategic direction, prospects and future results are forward-looking statements and are subject to risks and uncertainties that could cause actual results to differ materially from those implied or expressed by such statements. These risks and uncertainties include, but are not limited to, trends associated with our business; our ability to implement successfully, implement or at all, our multi-year transformation strategy ("Full Potential transformation plan") and our global *Champion* performance plan; our ability to identify, execute, and realize benefits, successfully, or at all, from any potential strategic transaction involving *Champion*; the rapidly changing retail environment and the level of consumer demand; the effects of any geopolitical conflicts (including the ongoing Russia-Ukraine conflict and the Israel-Hamas war) Middle East conflicts) or any potential ongoing effects of the COVID-19 pandemic, public health emergencies or severe global health crises, including effects on consumer spending, global supply chains, critical supply routes and the financial markets; our ability to deleverage on the anticipated time frame or at all, which could negatively impact our ability to satisfy the financial covenants in our credit agreement or other contractual arrangements; any inadequacy, interruption, integration failure or security failure with respect to our information technology (including the ransomware attack announced May 31, 2022); technology; future intangible assets or goodwill impairment due to changes in our business, market conditions, or other factors, including any sale of the *Champion* business; significant fluctuations in foreign exchange rates; legal, regulatory, political and economic risks related to our international operations; our ability to effectively manage our complex international tax structure; and our future financial performance. Management believes that these forward-looking statements are reasonable as and when made. However, caution should be taken not to place undue reliance on any such forward-looking statements. Such statements speak only as of the date when made and we undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

More information on factors that could cause actual results or events to differ materially from those anticipated is included from time to time in our reports filed with the Securities and Exchange Commission, (the "SEC"), including this Quarterly Report on Form 10-Q and our Annual Report on Form 10-K for the year ended December 31, 2022 December 30, 2023, under the caption "Risk Factors," "Factors", and available on the "Investors" section of our corporate website, [www.Hanes.com/investors](http://www.Hanes.com/investors). The contents of our corporate website are not incorporated by reference in this Quarterly Report on Form 10-Q.

## PART I

### Item 1. *Financial Statements*

**HANESBRANDS INC.**  
**Condensed Consolidated Statements of Operations**  
(in thousands, except per share data)  
(unaudited)

	Quarters Ended		Nine Months Ended	
	September 30, 2023	October 1, 2022	September 30, 2023	October 1, 2022
Net sales	\$ 1,511,306	\$ 1,670,741	\$ 4,339,696	\$ 4,760,364
Cost of sales	1,040,995	1,107,889	2,936,955	3,041,233
Gross profit	470,311	562,852	1,402,741	1,719,131
Selling, general and administrative expenses	404,349	421,408	1,210,056	1,259,921
Operating profit	65,962	141,444	192,685	459,210
Other expenses	9,111	3,212	31,145	6,088
Interest expense, net	72,609	41,721	205,666	107,408
Income (loss) from continuing operations before income tax expense	(15,758)	96,511	(44,126)	345,714
Income tax expense	23,041	16,410	51,541	58,775
Income (loss) from continuing operations	(38,799)	80,101	(95,667)	286,939
Income from discontinued operations, net of tax	—	—	—	3,965
Net income (loss)	\$ (38,799)	\$ 80,101	\$ (95,667)	\$ 290,904
Earnings (loss) per share - basic:				
Continuing operations	\$ (0.11)	\$ 0.23	\$ (0.27)	\$ 0.82
Discontinued operations	—	—	—	0.01
Net income (loss)	\$ (0.11)	\$ 0.23	\$ (0.27)	\$ 0.83
Earnings (loss) per share - diluted:				
Continuing operations	\$ (0.11)	\$ 0.23	\$ (0.27)	\$ 0.82
Discontinued operations	—	—	—	0.01
Net income (loss)	\$ (0.11)	\$ 0.23	\$ (0.27)	\$ 0.83

	Quarters Ended	
	March 30, 2024	April 1, 2023
Net sales	\$ 1,156,201	\$ 1,389,410
Cost of sales	695,274	939,717
Gross profit	460,927	449,693
Selling, general and administrative expenses	408,821	392,374
Operating profit	52,106	57,319
Other expenses	9,271	14,771
Interest expense, net	66,689	58,452
Loss before income taxes	(23,854)	(15,904)

Income tax expense		15,268	18,500
Net loss	\$ (39,122)	\$ (34,404)	
Loss per share:			
Basic	\$ (0.11)	\$ (0.10)	
Diluted	\$ (0.11)	\$ (0.10)	

See accompanying notes to Condensed Consolidated Financial Statements.

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**HANESBRANDS INC.**

**Condensed Consolidated Statements of Comprehensive Income (Loss)**  
(in thousands)  
(unaudited)

	Quarters Ended		Nine Months Ended	
	September 30, 2023	October 1, 2022	September 30, 2023	October 1, 2022
Net income (loss)	\$ (38,799)	\$ 80,101	\$ (95,667)	\$ 290,904
Other comprehensive income (loss):				
Translation adjustments	(53,517)	(76,756)	(61,386)	(171,581)
Unrealized gain on qualifying cash flow hedges, net of tax of \$(1,761), \$(1,013), \$(1,192), and \$(3,702), respectively	8,490	2,573	5,955	10,983
Unrecognized income from pension and postretirement plans, net of tax of \$(20), \$(1,438), \$91 and \$(4,190), respectively	4,105	4,022	12,342	12,278
Total other comprehensive loss	(40,922)	(70,161)	(43,089)	(148,320)
Comprehensive income (loss)	\$ (79,721)	\$ 9,940	\$ (138,756)	\$ 142,584

	Quarters Ended	
	March 30, 2024	April 1, 2023
Net loss	\$ (39,122)	\$ (34,404)
Other comprehensive income (loss):		
Translation adjustments	(58,020)	(9,056)
Unrealized gain (loss) on qualifying cash flow hedges, net of tax of \$(891) and \$941, respectively	10,244	(21,644)
Unrecognized income from pension and postretirement plans, net of tax of \$203 and \$121, respectively	4,214	4,186
Total other comprehensive loss	(43,562)	(26,514)
Comprehensive loss	\$ (82,684)	\$ (60,918)

See accompanying notes to Condensed Consolidated Financial Statements.

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**HANESBRANDS INC.**

**Condensed Consolidated Balance Sheets**  
(in thousands, except share and per share data)  
(unaudited)

		September 30, 2023	December 31, 2022	October 1, 2022						
		March 30, 2024			March 30, 2024	December 30, 2023	April 1, 2023			
Assets	Assets									
Cash and cash equivalents										
Cash and cash equivalents										
Cash and cash equivalents	Cash and cash equivalents	\$ 191,091	\$ 238,413	\$ 253,131						
Trade accounts receivable, net	Trade accounts receivable, net	712,828	721,396	926,666						
Inventories	Inventories	1,516,779	1,979,672	2,136,314						
Other current assets	Other current assets	175,058	178,946	223,741						
Current assets held for sale	Current assets held for sale	—	13,327	14,906						
Total current assets	Total current assets	2,595,756	3,131,754	3,554,758						
Property, net	Property, net	415,527	442,404	443,166						
Right-of-use assets	Right-of-use assets	427,610	414,894	335,473						
Trademarks and other identifiable intangibles, net	Trademarks and other identifiable intangibles, net	1,201,008	1,255,693	1,210,581						
Goodwill	Goodwill	1,093,099	1,108,907	1,084,581						
Deferred tax assets	Deferred tax assets	20,133	20,162	328,778						
Other noncurrent assets	Other noncurrent assets	160,155	130,062	141,944						
Total assets	Total assets	\$5,913,288	\$6,503,876	\$7,099,281						
Liabilities and Stockholders' Equity	Liabilities and Stockholders' Equity									
Liabilities and Stockholders' Equity										
Liabilities and Stockholders' Equity										
Accounts payable	Accounts payable									
Accounts payable	Accounts payable									
Accounts payable	Accounts payable	\$ 789,923	\$ 917,481	\$1,130,649						
Accrued liabilities	Accrued liabilities	493,134	498,028	594,333						
Lease liabilities	Lease liabilities	112,721	114,794	99,405						
Accounts Receivable Securitization Facility										
Accounts Receivable Securitization Facility										
Accounts Receivable Securitization Facility	Accounts Receivable Securitization Facility	200,500	209,500	211,500						
Current portion of long-term debt	Current portion of long-term debt	59,000	37,500	31,250						
Current liabilities held for sale	Current liabilities held for sale	—	13,327	14,906						

Total current liabilities	Total current liabilities	1,655,278	1,790,630	2,082,043
Long-term debt	Long-term debt	3,310,256	3,612,077	3,655,889
Lease liabilities - noncurrent	Lease liabilities - noncurrent	348,072	326,644	260,349
Pension and postretirement benefits	Pension and postretirement benefits	107,539	116,167	230,087
Other noncurrent liabilities	Other noncurrent liabilities	218,107	260,094	196,029
Total liabilities	Total liabilities	5,639,252	6,105,612	6,424,397
Stockholders' equity:	Stockholders' equity:			
Stockholders' equity:				
Preferred stock (50,000,000 authorized shares; \$.01 par value)	Preferred stock (50,000,000 authorized shares; \$.01 par value)			
Preferred stock (50,000,000 authorized shares; \$.01 par value)	Preferred stock (50,000,000 authorized shares; \$.01 par value)			
Preferred stock (50,000,000 authorized shares; \$.01 par value)	Preferred stock (50,000,000 authorized shares; \$.01 par value)			
Issued and outstanding — None	Issued and outstanding — None	—	—	—
Issued and outstanding — None	Issued and outstanding — None	—	—	—
Common stock (2,000,000,000 authorized shares; \$.01 par value)	Common stock (2,000,000,000 authorized shares; \$.01 par value)			
Issued and outstanding — 350,022,378, 349,009,147 and 348,948,690, respectively	Issued and outstanding — 350,022,378, 349,009,147 and 348,948,690, respectively	3,500	3,490	3,489
Issued and outstanding — 351,562,227, 350,137,826 and 349,530,266, respectively	Issued and outstanding — 351,562,227, 350,137,826 and 349,530,266, respectively			
Issued and outstanding — 351,562,227, 350,137,826 and 349,530,266, respectively	Issued and outstanding — 351,562,227, 350,137,826 and 349,530,266, respectively			
Issued and outstanding — 351,562,227, 350,137,826 and 349,530,266, respectively	Issued and outstanding — 351,562,227, 350,137,826 and 349,530,266, respectively			
Additional paid-in capital	Additional paid-in capital	348,837	334,676	328,072
Retained earnings	Retained earnings	476,796	572,106	1,043,246
Accumulated other comprehensive loss	Accumulated other comprehensive loss	(555,097)	(512,008)	(699,923)

Total stockholders' equity	Total stockholders' equity	274,036	398,264	674,884
Total liabilities and stockholders' equity	Total liabilities and stockholders' equity	\$5,913,288	\$6,503,876	\$7,099,281

See accompanying notes to Condensed Consolidated Financial Statements.

**HANESBRANDS INC.**

**Condensed Consolidated Statements of Stockholders' Equity**  
(in thousands, except per share data)  
(unaudited)

		Common Stock	Additional Paid-In Capital	Retained Earnings	Other Comprehensive Loss	Common Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total
		Shares	Amount							
<b>Balances at July 1, 2023</b>		349,840	\$3,498	\$343,042	\$515,595	\$ (514,175)	\$347,960			
<b>Balances at December 30, 2023</b>										
<b>Balances at December 30, 2023</b>										
Net loss	Net loss	—	—	—	(38,799)	—	—	(38,799)		
Other comprehensive loss	Other comprehensive loss	—	—	—	—	(40,922)	(40,922)			
Stock-based compensation	Stock-based compensation	—	—	5,685	—	—	—	5,685		
Net exercise of stock options, vesting of restricted stock units and other		182	2	110	—	—	—	112		
<b>Balances at September 30, 2023</b>		<b>350,022</b>	<b>\$3,500</b>	<b>\$348,837</b>	<b>\$476,796</b>	<b>\$ (555,097)</b>	<b>\$274,036</b>			
Vesting of restricted stock units and other										
<b>Balances at March 30, 2024</b>										

		Common Stock	Additional Paid-In Capital	Retained Earnings	Other Comprehensive Loss	Common Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total
		Shares	Amount							
<b>Balances at December 31, 2022</b>	<b>Balances at December 31, 2022</b>	<b>349,009</b>	<b>\$3,490</b>	<b>\$334,676</b>	<b>\$572,106</b>	<b>\$ (512,008)</b>	<b>\$398,264</b>			
<b>Balances at December 31, 2022</b>										
<b>Balances at December 31, 2022</b>										
Net loss	Net loss	—	—	—	(95,667)	—	(95,667)			

Other comprehensive loss	Other comprehensive loss					(43,089)
Stock-based compensation	Stock-based compensation	—	—	—	—	(43,089)
Net exercise of stock options, vesting of restricted stock units and other		15,821	—	—	—	15,821
Balances at September 30, 2023		1,013	10	(1,660)	357	—
		350,022	\$3,500	\$348,837	\$476,796	\$ (555,097)
						\$274,036
Vesting of restricted stock units and other						
Balances at April 1, 2023						

See accompanying notes to Condensed Consolidated Financial Statements.

**HANESBRANDS INC.**

**Condensed Consolidated Statements of Stockholders' Equity (Continued)**  
(in thousands, except per share data)  
(unaudited)

	Common Stock			Additional Paid-In		Accumulated Other		Total
	Shares	Amount	Capital	Retained Earnings	Comprehensive Loss			
Balances at July 2, 2022	348,826	\$ 3,488	\$ 322,305	\$ 1,016,140	\$ (629,762)			\$ 712,171
Net income	—	—	—	80,101	—			80,101
Dividends (\$0.15 per common share)	—	—	—	(52,995)	—			(52,995)
Other comprehensive loss	—	—	—	—	(70,161)			(70,161)
Stock-based compensation	—	—	5,593	—	—			5,593
Net exercise of stock options, vesting of restricted stock units and other	123	1	174	—	—			175
Balances at October 1, 2022	348,949	\$ 3,489	\$ 328,072	\$ 1,043,246	\$ (699,923)			\$ 674,884

	Common Stock			Additional Paid-In		Accumulated Other		Total
	Shares	Amount	Capital	Retained Earnings	Comprehensive Loss			
Balances at January 1, 2022	349,903	\$ 3,499	\$ 315,337	\$ 935,260	\$ (551,603)			\$ 702,493
Net income	—	—	—	290,904	—			290,904
Dividends (\$0.45 per common share)	—	—	—	(159,343)	—			(159,343)
Other comprehensive loss	—	—	—	—	(148,320)			(148,320)
Stock-based compensation	—	—	16,949	—	—			16,949
Net exercise of stock options, vesting of restricted stock units and other	623	6	(2,787)	—	—			(2,781)
Share repurchases	(1,577)	(16)	(1,427)	(23,575)	—			(25,018)
Balances at October 1, 2022	348,949	\$ 3,489	\$ 328,072	\$ 1,043,246	\$ (699,923)			\$ 674,884

See accompanying notes to Condensed Consolidated Financial Statements.

**HANESBRANDS INC.**  
**Condensed Consolidated Statements of Cash Flows**  
(in thousands)  
(unaudited)

	Nine Months Ended	
	September 30, 2023	October 1, 2022 <sup>(1)</sup>
<b>Operating activities:</b>		
Net income (loss)	\$ (95,667)	\$ 290,904
Adjustments to reconcile net income (loss) to net cash from operating activities:		
Depreciation	56,246	56,140
Amortization of acquisition intangibles	12,478	14,045
Other amortization	9,856	8,121
Loss on extinguishment of debt	8,466	—
(Gain) loss on sale of business and classification of assets held for sale	3,641	(6,185)
Amortization of debt issuance costs and debt discount	6,577	5,483
Other	8,984	11,717
<b>Changes in assets and liabilities:</b>		
Accounts receivable	12,169	(63,003)
Inventories	444,592	(612,544)
Other assets	(20,833)	(71,613)
Accounts payable	(125,411)	(22,289)
Accrued pension and postretirement benefits	4,181	(1,066)
Accrued liabilities and other	(37,935)	(101,392)
Net cash from operating activities	287,344	(491,682)
<b>Investing activities:</b>		
Capital expenditures	(35,790)	(70,955)
Purchase of trademarks	—	(103,000)
Proceeds from sales of assets	172	259
Other	20,241	(5,640)
Net cash from investing activities	(15,377)	(179,336)
<b>Financing activities:</b>		
Borrowings on Term Loan Facilities	891,000	—
Repayments on Term Loan Facilities	(29,500)	(18,750)
Borrowings on Accounts Receivable Securitization Facility	1,728,500	1,303,589
Repayments on Accounts Receivable Securitization Facility	(1,737,500)	(1,092,089)
Borrowings on Revolving Loan Facilities	1,616,500	1,337,500
Repayments on Revolving Loan Facilities	(1,908,500)	(908,500)
Borrowings on Senior Notes	600,000	—
Repayments on Senior Notes	(1,436,884)	—
Borrowings on notes payable	—	21,454
Repayments on notes payable	—	(21,713)
Share repurchases	—	(25,018)
Cash dividends paid	—	(156,962)
Payments to amend and refinance credit facilities	(28,503)	(633)
Other	(2,884)	(3,630)
Net cash from financing activities	(307,771)	435,248
Effect of changes in foreign exchange rates on cash	(11,518)	(71,728)
Change in cash and cash equivalents	(47,322)	(307,498)

Cash and cash equivalents at beginning of year	238,413	560,629
Cash and cash equivalents at end of period	\$ 191,091	\$ 253,131

(1) The cash flows related to discontinued operations have not been segregated and remain included in the major classes of assets and liabilities in the periods prior to the sale of the European Innerwear business on March 5, 2022. Accordingly, the Condensed Consolidated Statements of Cash Flows include the results of continuing and discontinued operations.

	Quarters Ended	
	March 30, 2024	April 1, 2023
<b>Operating activities:</b>		
Net loss	\$ (39,122)	\$ (34,404)
Adjustments to reconcile net loss to net cash from operating activities:		
Depreciation	17,674	17,360
Amortization of acquisition intangibles	4,103	4,186
Other amortization	3,299	2,805
Loss on extinguishment of debt	—	8,466
Gain on classification of assets held for sale	—	(2,139)
Amortization of debt issuance costs and debt discount	2,544	1,973
Other	(2,381)	5,202
Changes in assets and liabilities:		
Accounts receivable	(3,294)	51,643
Inventories	(59,379)	7,861
Other assets	(7,554)	(10,761)
Accounts payable	103,065	43,171
Accrued pension and postretirement benefits	181	1,479
Accrued liabilities and other	7,035	(52,305)
Net cash from operating activities	26,171	44,537
<b>Investing activities:</b>		
Capital expenditures	(20,257)	(24,244)
Other	28	18,944
Net cash from investing activities	(20,229)	(5,300)
<b>Financing activities:</b>		
Borrowings on Term Loan Facilities	—	891,000
Repayments on Term Loan Facilities	(14,750)	(6,250)
Borrowings on Accounts Receivable Securitization Facility	513,500	588,000
Repayments on Accounts Receivable Securitization Facility	(502,000)	(631,500)
Borrowings on Revolving Loan Facilities	316,000	421,500
Repayments on Revolving Loan Facilities	(316,000)	(461,000)
Borrowings on Senior Notes	—	600,000
Repayments on Senior Notes	—	(1,436,884)
Payments to amend and refinance credit facilities	(178)	(27,371)
Other	(4,031)	(1,675)
Net cash from financing activities	(7,459)	(64,180)
Effect of changes in foreign exchange rates on cash	(12,768)	(261)
Change in cash and cash equivalents	(14,285)	(25,204)
Cash and cash equivalents at beginning of year	205,501	238,413
Cash and cash equivalents at end of period	\$ 191,216	\$ 213,209

Capital expenditures included in accounts payable at September 30, 2023 March 30, 2024 and December 31, 2022 December 30, 2023 were \$12,691 \$3,511 and \$10,549, \$18,550, respectively. For the nine months quarters ended September 30, 2023 March 30, 2024 and October 1, 2022 April 1, 2023, right-of-use assets obtained in exchange for lease obligations were \$95,275 \$10,261 and \$67,588, \$71,776, respectively.

See accompanying notes to Condensed Consolidated Financial Statements.

**HANESBRANDS INC.**

**Notes to Condensed Consolidated Financial Statements**

(amounts in thousands, except per share data)

(unaudited)

**(1) Basis of Presentation**

These statements have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC") and, in accordance with those rules and regulations, do not include all information and footnote disclosures normally included in annual financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). Management believes that the disclosures made are adequate for a fair statement of the results of operations, financial condition and cash flows of Hanesbrands Inc. and its consolidated subsidiaries (the "Company" or "Hanesbrands"). In the opinion of management, the condensed consolidated interim financial statements reflect all adjustments, which consist only of normal recurring adjustments, necessary to state fairly the results of operations, financial condition and cash flows for the interim periods presented herein. The preparation of condensed consolidated interim financial statements in conformity with GAAP requires management to make use of estimates and assumptions that affect the reported amounts and disclosures. Actual results may vary from these estimates.

These condensed consolidated interim financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023. The year-end condensed consolidated balance sheet data was derived from audited consolidated financial statements but does not include all disclosures required by GAAP. The results of operations for any interim period are not necessarily indicative of the results of operations to be expected for the full year or any future period.

**Key Business Strategies**

In June of 2022, the Company purchased the *Champion* trademark for footwear in the United States, Puerto Rico and Canada from Keds, LLC ("KEDS") for \$102,500. The trademark was recorded in "Trademarks and other identifiable intangibles, net" line in the Condensed Consolidated Balance Sheets and has an indefinite life. The Company previously licensed the *Champion* trademark for footwear in these locations. The purchase of the trademark was part of an agreement with KEDS settling litigation between the two parties.

**Ransomware Attack**

As previously disclosed, on May 24, 2022, the Company identified that it had become subject to a ransomware attack and activated its incident response and business continuity plans designed to contain the incident. As part of the Company's forensic investigation and assessment of the impact, the Company determined that certain of its information technology systems were affected by the ransomware attack.

Upon discovering the incident, the Company took a series of measures to further safeguard the integrity of its information technology systems, including working with cybersecurity experts to contain the incident and implementing business continuity plans to restore and support continued operations. These measures also included resecuring data, remediation of the malware across infected machines, rebuilding critical systems, global password reset and enhanced security monitoring. The Company notified appropriate law enforcement authorities as well as certain data protection regulators. In addition to the Company's public announcements of the incident, the Company provided breach notifications and regulatory filings as required by applicable law starting in August 2022, and that notification process is complete. The Company believes the incident has been contained, the Company has restored its critical information technology systems, and manufacturing, retail and other internal operations continue. There is no ongoing operational impact on the Company's ability to provide its products and services. The Company maintains insurance, including coverage for cyber-attacks, subject to certain deductibles and policy limitations, in an amount that the Company believes appropriate.

The Company is named in a putative class action in connection with its previously disclosed ransomware incident, entitled *Toussaint et al. v. HanesBrands,[sic] Inc.* This lawsuit is pending in the United States District Court for the Middle District of North Carolina, and follows the consolidation of two previously pending lawsuits, entitled *Roman v. HanesBrands,[sic] Inc.*, and *Toussaint v. HanesBrands,[sic] Inc.* The lawsuit alleges, among other things, negligence, negligence per se, breach of implied contract, invasion of privacy, unjust enrichment, breach of implied covenant of good faith and fair dealing and unfair business practices under the California Business and Professions Code. The pending lawsuit seeks, among other things, monetary and injunctive relief. The Company is vigorously defending the pending matter and believes the case is without merit. The Company does not expect any of these claims, individually or in the aggregate, to have a material adverse effect on its

**HANESBRANDS INC.**

**Notes to Condensed Consolidated Financial Statements — (Continued)**

(amounts in thousands, except per share data)

(unaudited)

consolidated financial position or results of operations. However, at this early stage in the proceedings, the Company is not able to determine the probability of the outcome of this matter or a range of reasonably expected losses, if any.

During the quarter ended September 30, 2023, the Company recognized a benefit related to business interruption insurance proceeds of \$17,792, of which \$15,000 was received in the quarter. During the nine months ended September 30, 2023, the Company recognized a benefit related to business interruption insurance proceeds of \$24,062, of which \$20,562 was received during the nine months ended September 30, 2023. The remaining receivable for the expected final payment was recognized in the "Other current assets" line in the Condensed Consolidated Balance Sheets at September 30, 2023 and was received in October 2023. The business interruption insurance proceeds received were primarily related to the recovery of lost profit from business interruptions. The Company recognized a benefit of \$17,792 and \$23,354, respectively, for the business interruption insurance proceeds in the "Cost of sales" line of the Condensed Consolidated Statements of Operations during the quarter and nine months ended September 30, 2023. The

Company recognized a benefit of \$708 for the reimbursement of costs related primarily to legal fees in the "Selling, general and administrative expenses" line of the Condensed Consolidated Statements of Operations during the nine months ended September 30, 2023.

During the quarter and nine months ended October 1, 2022, the Company incurred costs of \$921 and \$16,430, net of expected insurance recoveries, respectively, related to the ransomware attack. The costs, net of expected insurance recoveries, incurred during the quarter ended October 1, 2022 primarily related to information technology and legal fees and are reflected in the "Selling, general and administrative expenses" line of the Condensed Consolidated Statements of Operations. The costs incurred during the nine months ended October 1, 2022 included \$14,168 primarily related to supply chain disruptions, which are reflected in the "Cost of sales" line of the Condensed Consolidated Statements of Operations and \$2,262, net of expected insurance recoveries, primarily related to information technology, legal and consulting fees, which are reflected in the "Selling, general and administrative expenses" line of the Condensed Consolidated Statements of Operations.

Although the Company expects to incur minimal costs, primarily for legal fees, related to the ransomware attack, the Company cannot determine, at this time, the full extent of any proceedings or additional costs or expenses related to the security event or whether such impact will ultimately have a material adverse effect.

#### **Goodwill and Indefinite-lived Intangible Assets**

Goodwill and indefinite-lived intangible assets are evaluated for impairment at least annually as of the first day of the third quarter, or more frequently if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit or intangible asset below its carrying value. In connection with the annual impairment analysis, the Company performs a quantitative assessment utilizing an income approach to estimate the fair values of its reporting units and certain indefinite-lived intangible assets. The most significant assumptions used to estimate the fair values of the reporting units and certain indefinite-lived intangible assets include the weighted average cost of capital, revenue growth rate, terminal growth rate and operating profit margin.

During the quarter ended September 30, 2023, the Company completed its annual quantitative impairment analysis for each reporting unit and the respective goodwill balances. While the analysis indicated that all reporting units had fair values that exceeded their carrying values, the Company noted meaningful declines in the fair value cushion above the carrying value for three reporting units. The decline in the U.S. Activewear reporting unit fair value cushion was driven by the continued challenging activewear market dynamics and the impact of continued strategic actions geared toward improving *Champion*'s brand position, regaining momentum and positioning the business for long-term profitable growth through a more disciplined product and channel segmentation approach, a shift in mix and assortment changes, which continue to weigh on the reporting unit's financial results and resulted in a fair value that exceeded the carrying value by less than 10% at the time the analysis was performed. The decline in the fair value cushions of the Champion Europe and Australia reporting units was primarily driven by continued macroeconomic pressures impacting consumer spending which resulted in fair value cushions that exceeded their carrying values by less than 15% at the time the analysis was performed. As a result, the goodwill associated with these three reporting units was considered to be at a higher risk for future impairment if economic conditions worsen or reporting unit earnings and operating cash flows do not recover as currently estimated by management. As of September 30, 2023, the combined goodwill associated with these three reporting units was approximately \$677,650.

The Company also completed its annual quantitative impairment analysis for certain indefinite-lived intangible assets during the quarter ended September 30, 2023. The analysis indicated that the indefinite-lived intangible assets had fair values that exceeded their carrying values by more than 20% at the time the analysis was performed.

#### **HANESBRANDS INC.**

#### **Notes to Condensed Consolidated Financial Statements — (Continued)**

(amounts in thousands, except per share data)

(unaudited)

Although the Company determined that no impairment existed for the Company's goodwill or indefinite-lived intangible assets as of September 30, 2023, these assets could be at risk for future impairment due to changes in the Company's business or global economic conditions.

#### **(2) Recent Accounting Pronouncements**

##### **Reference Rate Reform**

In March 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2020-04, "Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting." In January 2021, the FASB clarified the scope of that guidance with the issuance of ASU 2021-01, "Reference Rate Reform: Scope." The new accounting rules provide optional expedients and exceptions for applying GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform. In December 2022, the FASB deferred the expiration date of Topic 848 with the issuance of ASU 2022-06, "Reference Rate Reform: Deferral of the Sunset Date of Topic 848." The new accounting rules extend the relief in Topic 848 beyond the cessation date of USD London Interbank Offered Rate ("LIBOR") Rate. The new accounting rules must be adopted by the fourth quarter of 2024. The Company is currently in the process of evaluating the impact of adoption of the new rules on the Company's financial condition, results of operations, cash flows and disclosures and does not currently intend to early adopt the new rules.

##### **Business Combinations**

In October 2021, the FASB issued ASU 2021-08, "Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers." The new accounting rules require entities to apply "Revenue from Contracts with Customers (Topic 606)" to recognize and measure contract assets and contract liabilities in a business combination. The new accounting rules were effective for the Company in the first quarter of 2023. The adoption of the new accounting rules did not have any impact on the Company's financial condition, results of operations, cash flows or disclosures.

##### **Derivatives and Hedging**

In March 2022, the FASB issued ASU 2022-01, "Derivatives and Hedging (Topic 815): Fair Value Hedging - Portfolio Layer Method." The new accounting rules allow entities to expand the use of the portfolio layer method to all financial assets and designate multiple hedged layers within a single closed portfolio. The new accounting rules also clarify guidance related to hedge basis adjustments and the related disclosures for these adjustments. The new accounting rules were effective for the Company in the first quarter of 2023. As the Company does not currently have any fair value hedging programs that leverage the portfolio layer method, the adoption of the new accounting rules did not have any impact on the Company's financial condition, results of operations, cash flows or disclosures.

#### Supplier Finance Program Obligations

In September 2022, the FASB issued ASU 2022-04, "Liabilities - Supplier Finance Programs (Subtopic 405-50): Disclosure of Supplier Finance Program Obligations." The new accounting rules create certain disclosure requirements for a buyer in a supplier finance program. The new accounting rules require qualitative and quantitative disclosures including key terms of the program, balance sheet presentation of related amounts, and the obligation amount the buyer has confirmed as valid to the finance provider including a rollforward of the obligation. Only the amount of the obligation outstanding is required to be disclosed in interim periods. The accounting rules do not impact the recognition, measurement, or financial statement presentation of supplier finance program obligations. The new accounting rules disclosure of the obligation rollforward is effective for the Company for annual periods beginning in 2024 and all other disclosures were effective for the Company in the first quarter of 2023. While the new accounting rules did not have any impact on the Company's financial condition, results of operations or cash flows, the adoption of the new accounting rules did result in additional disclosures for the Company beginning in the first quarter of 2023, which are included below in Note, "Supplier Finance Program Obligations".

#### HANESBRANDS INC.

#### Notes to Condensed Consolidated Financial Statements — (Continued) (amounts in thousands, except per share data) (unaudited)

The Company reviews supplier terms and conditions on an ongoing basis and has negotiated payment term extensions in recent years in connection with its efforts to effectively manage working capital and improve cash flow. Separate from these payment term extension actions noted above, the Company and certain financial institutions facilitate voluntary supplier finance programs that enable participating suppliers the ability to request payment of their invoices from the financial institutions earlier than the terms stated in Company's payment policy. The Company is not a party to the arrangements between the suppliers and the financial institutions and its obligations to suppliers, including amounts due and scheduled payment dates, are not impacted by the suppliers' participation in the supplier finance programs. The Company's payment terms to the financial institutions, including the timing and amount of payments, are based on the original supplier invoices. The Company has no economic interest in a supplier's decision to participate in the supplier finance programs and has no financial impact in connection with the supplier finance programs. Accordingly, obligations under these programs continue to be trade payables and are not indicative of borrowing arrangements. As of September 30, 2023, the amounts due to suppliers participating in supplier finance programs totaled \$191,889 and are included in the "Accounts Payable" line of the Condensed Consolidated Balance Sheets.

#### Leases

In March 2023, the FASB issued ASU 2023-01, "Leases (Topic 842): Common Control Arrangements." The new accounting rules require that leasehold improvements associated with common control leases be amortized by the lessee over the useful life of the leasehold improvements to the common control group (regardless of the lease term) as long as the lessee controls the use of the underlying asset (the leased asset) through a lease. These leases should also be accounted for as a transfer between entities under common control through an adjustment to equity if, and when, the lessee no longer controls the use of the underlying asset. The new accounting rules will be effective for the Company in the first quarter of 2024, including interim periods. Early adoption is permitted. The Company is currently in the process of evaluating the impact of adoption of the new accounting rules did not have a material impact on the Company's financial condition, results of operations, cash flows and disclosures.

#### Segment Reporting

In November 2023, the FASB issued ASU 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures." The new accounting rules are designed to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The new accounting rules will be effective for the Company for the annual period of 2024 and interim periods beginning in 2025. Early adoption is permitted. While the new accounting rules will not have any impact on the Company's financial condition, results of operations or cash flows, the adoption of the new accounting rules will result in additional disclosures.

#### Income Taxes

In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures." The new accounting rules on income tax disclosures require entities to disclose (1) specific categories in the rate reconciliation, (2) the income or loss from continuing operations before income tax expense or benefit as separated between domestic and foreign and (3) income tax expense or benefit from continuing operations as separated by federal, state, and foreign. The new accounting rules also require entities to disclose their income tax payments to federal, state and local jurisdictions, and international, among other changes. The new accounting rules will be effective for the Company for the annual periods beginning in 2025 and should be applied on a prospective basis, but retrospective application is permitted. Early adoption is permitted. The Company is currently evaluating the potential impact of adopting the new accounting rules on its consolidated financial statements and related disclosures.

#### (3) Assets and Liabilities Held for Sale

Total current assets and current liabilities classified as held for sale in the Condensed Consolidated Balance Sheets consist of the following:

	September 30, 2023	December 31, 2022	October 1, 2022
Total current assets held for sale - U.S. Sheer Hosiery business	\$ —	\$ 13,327	\$ 14,906
Total current liabilities held for sale - U.S. Sheer Hosiery business	\$ —	\$ 13,327	\$ 14,906
	March 30, 2024	December 30, 2023	April 1, 2023
Total current assets held for sale - U.S. Sheer Hosiery business	\$ —	\$ —	\$ 4,986
Total current liabilities held for sale - U.S. Sheer Hosiery business	\$ —	\$ —	\$ 4,986

#### **U.S. Sheer Hosiery Business - Continuing Operations**

In the fourth quarter of 2021, the Company reached the decision to divest its U.S. Sheer Hosiery business, including the L'eggs brand, as part of its strategy to streamline its portfolio under its Full Potential transformation plan and determined that this business met held-for-sale accounting criteria. The Company recorded a non-cash charge in the fourth quarter of 2021 to record a valuation allowance against the net assets held for sale to write down the carrying value of the disposal group to the estimated fair value less costs of disposal. In 2022, the Company recorded a non-cash gain to adjust the valuation allowance primarily resulting from a decrease in carrying value due to changes in working capital. In the quarter and nine months ended October 1, 2022 April 1, 2023, the Company recognized a non-cash loss of \$4,310 and a non-cash gain of \$6,558, respectively, \$2,139 which were reflected in the "Selling, general and administrative expenses" line in the Condensed Consolidated Statements of Operations, to further adjust the valuation allowance resulting primarily from changes a decrease in carrying value due to changes in working capital. The assets and liabilities of the U.S. Sheer Hosiery business were presented as held for sale as of April 1, 2023 in the Condensed Consolidated Balance Sheets and the operations of the U.S. Sheer Hosiery business were reported in "Other" for all periods presented the quarter ended April 1, 2023 in Note "Business Segment Information". The related assets and liabilities were presented as held for sale in the Condensed Consolidated Balance Sheets at December 31, 2022 and October 1, 2022.

#### **HANESBRANDS INC.**

#### **Notes to Condensed Consolidated Financial Statements — (Continued)**

(amounts in thousands, except per share data)

(unaudited)

The Company completed the sale of its U.S. Sheer Hosiery business to AllStar Hosiery LLC ("AllStar"), an affiliate of AllStar Marketing Group, LLC, on September 29, 2023 for \$3,300 in total proceeds. Proceeds from the sale proceeds, which included cash of \$1,300 which was reported in "Net cash from investing activities" in the Condensed Consolidated Statements of Cash Flows for the nine months ended September 30, 2023 and a receivable of \$2,000 which will to be paid by AllStar in two equal installments in six months 2024. The receivable due from AllStar of \$2,000 at March 30, 2024 and nine months after the date of sale and December 30, 2023 was reflected included in the "Other current assets" line in the Condensed Consolidated Balance Sheets at September 30, 2023. In the quarter and nine months ended September 30, 2023, the Company recognized a gain of \$1,558 and a loss, net of proceeds, of \$3,641, respectively, which were reflected in the "Selling, general and administrative expenses" line in the Condensed Consolidated Statements of Operations.

#### **European Innerwear Business - Discontinued Operations**

In the first quarter of 2021, the Company announced that it reached the decision to exit its European Innerwear business as part of its strategy to streamline its portfolio under its Full Potential transformation plan and determined that this business met held-for-sale and discontinued operations accounting criteria. Accordingly, the Company began to separately report the results of its European Innerwear business as discontinued operations in its Condensed Consolidated Statements of Operations, and to present the related assets and liabilities as held for sale in the Condensed Consolidated Balance Sheets. On November 4, 2021, the Company announced that it had reached an agreement to sell its European Innerwear business to an affiliate of Regent, L.P. and completed the sale on March 5, 2022. Under the agreement, the purchaser received all the assets and operating liabilities of the European Innerwear business. The operations of the European Innerwear business were previously reported primarily in the International segment.

Upon meeting the criteria for held-for-sale classification in the first quarter of 2021 which qualified as a triggering event, the Company performed a full impairment analysis of the disposal group's indefinite-lived intangible assets and goodwill which resulted in a non-cash charge to impair certain indefinite-lived trademarks and license agreements as well as the full goodwill balance attributable to the European Innerwear business. Additionally, the Company recorded a valuation allowance against the net assets held for sale to write down the carrying value of the disposal group to the estimated fair value less costs of disposal, resulting in a non-cash charge in the first quarter of 2021. In the nine months ended October 1, 2022, the Company recorded the final loss on the sale of the European Innerwear business of \$373 as "Loss on sale of business and classification of assets held for sale" in the summarized discontinued operations financial information below primarily resulting from changes in working capital balances and foreign exchange rates.

The Company continued certain sales from its supply chain to the European Innerwear business on a transitional basis after the sale of the business. The Company is contracted to provide services under the terms of the Manufacturing and Supply Agreement that was signed as part of closing the transaction through January 2024. Additionally, the Company entered into a Transitional Services Agreement pursuant to which the Company provided transitional services including information technology, human resources, facilities management, and limited finance and accounting services which expired in March of 2023. The sales and the related profit are included in continuing operations in the Condensed Consolidated Statements of Operations and in "Other" in Note "Business Segment Information" in all periods presented and have not been eliminated as intercompany transactions in consolidation for the period when the European Innerwear business was owned by the Company. The related receivables from the European Innerwear business are included in "Trade accounts receivable, net" in the Condensed Consolidated Balance Sheets for all periods presented.

#### **HANESBRANDS INC.**

#### **Notes to Condensed Consolidated Financial Statements — (Continued)**

(amounts in thousands, except per share data)

(unaudited)

The operating results of the discontinued operations only reflect revenues and expenses that are directly attributable to the European Innerwear business. Discontinued operations does not include any allocation of corporate overhead expense or interest expense. The key components from discontinued operations related to the European Innerwear business are as follows:

	Quarters Ended		Nine Months Ended	
	September 30, 2023		October 1, 2022	
	2023	2022	2023	2022
Net sales	\$ —	\$ —	\$ —	\$ 101,314
Cost of sales	—	—	—	60,415
Gross profit	—	—	—	40,899
Selling, general and administrative expenses	—	—	—	54,689
Loss on sale of business and classification of assets held for sale	—	—	—	373
Operating loss	—	—	—	(14,163)
Other expenses	—	—	—	283
Interest expense, net	—	—	—	10
Loss from discontinued operations before income tax benefit	—	—	—	(14,456)
Income tax benefit	—	—	—	(18,421)
Net income from discontinued operations, net of tax	\$ —	\$ —	\$ —	\$ 3,965

There were no assets and liabilities of discontinued operations classified as held for sale in the Condensed Consolidated Balance Sheets as of September 30, 2023, December 31, 2022 and October 1, 2022.

The cash flows related to discontinued operations have not been segregated and are included in the Condensed Consolidated Statements of Cash Flows. The following table presents cash flow and non-cash information related to discontinued operations:

	Quarters Ended		Nine Months Ended	
	September 30, 2023		October 1, 2022	
	2023	2022	2023	2022
Capital expenditures	\$ —	\$ —	\$ —	\$ 715
Loss on sale of business and classification of assets held for sale	\$ —	\$ —	\$ —	\$ 373

#### (4) Revenue Recognition

The following table presents the Company's revenues disaggregated by the customer's method of purchase:

	Quarters Ended		Nine Months Ended	
	September 30, 2023		October 1, 2022	
	2023	2022	2023	2022
Quarters Ended				
Quarters Ended				
Quarters Ended				
March 30, 2024				
March 30, 2024				
March 30, 2024				
Third-party brick-and-mortar wholesale				
Third-party brick-and-mortar wholesale				
Third-party brick-and-mortar wholesale	\$ 1,061,583	\$ 1,200,636	\$ 3,104,314	\$ 3,356,547
Consumer-directed	449,723	470,105	1,235,382	1,403,817
Consumer-directed				
Consumer-directed				

Total net sales	Total net sales	\$ 1,511,306	\$ 1,670,741	\$ 4,339,696	\$ 4,760,364
Total net sales					
Total net sales					

#### Revenue Sources

##### Third-Party Brick-and-Mortar Wholesale Revenue

Third-party brick-and-mortar wholesale revenue is primarily generated by sales of the Company's products to retailers to support their brick-and-mortar operations. Third-party brick-and-mortar wholesale revenue also includes royalty revenue from licensing license agreements. The Company earns royalties through license agreements with manufacturers of other consumer products that incorporate certain of the Company's brands. The Company accrues revenue earned under these contracts based upon reported sales from the licensees.

#### HANESBRANDS INC.

##### Notes to Condensed Consolidated Financial Statements — (Continued)

(amounts in thousands, except per share data)

(unaudited)

#### Consumer-Directed Revenue

Consumer-directed revenue is primarily generated through sales driven directly by the consumer through company-operated stores and e-commerce platforms, which include both owned sites and the sites of the Company's retail customers.

#### (5) Stockholders' Equity

Basic earnings loss per share ("EPS") was computed by dividing net income (loss) loss by the number of weighted average shares of common stock outstanding during the period. Diluted EPS loss per share was calculated to give effect to all potentially issuable dilutive shares of common stock using the treasury stock method.

The reconciliation of basic to diluted weighted average number of shares outstanding used in the basic and diluted loss per share calculation is as follows:

	Quarters Ended		Nine Months Ended	
	September 30, 2023	October 1, 2022	September 30, 2023	October 1, 2022
Basic weighted average shares outstanding	350,667	349,884	350,534	349,969
Effect of potentially dilutive securities:				
Stock options	—	—	—	2
Restricted stock units	—	420	—	712
Employee stock purchase plan and other	—	12	—	8
Diluted weighted average shares outstanding	350,667	350,316	350,534	350,691

	Quarters Ended	
	March 30, 2024	April 1, 2023
Basic weighted average shares outstanding	351,576	350,435
Diluted weighted average shares outstanding	351,576	350,435

The following securities were excluded from the diluted earnings per weighted average share calculation because their effect would be anti-dilutive:

	Quarters Ended		Nine Months Ended	
	September 30, 2023	October 1, 2022	September 30, 2023	October 1, 2022
Quarters Ended				
Quarters Ended				
Quarters Ended				
March 30, 2024				
March 30, 2024				
March 30, 2024				

March 30, 2024					
Stock options					
Stock options	Stock options	250	250	250	250
Restricted stock units	Restricted stock units	4,592	1,646	4,343	1,252
Restricted stock units					
Restricted stock units					
Employee stock purchase plan and other	Employee stock purchase plan and other	8	—	12	—
Employee stock purchase plan and other					
Employee stock purchase plan and other					

In the quarter quarters ended March 30, 2024 and nine months ended September 30, 2023 April 1, 2023, all potentially dilutive securities were excluded from the diluted earnings per weighted average share calculation because the Company incurred a net loss for the quarter and nine months quarters and their inclusion would be anti-dilutive.

#### HANESBRANDS INC.

#### Notes to Condensed Consolidated Financial Statements — (Continued)

(amounts in thousands, except per share data)

(unaudited)

On February 2, 2022, the Company's Board of Directors approved a new share repurchase program for up to \$600,000 of shares to be repurchased in open market transactions or privately negotiated transactions, subject to market conditions, legal requirements and other factors. Unless terminated earlier by the Company's Board of Directors, the program will expire on December 28, 2024. Additionally, management has been granted authority to establish a trading plan under Rule 10b5-1 of the Exchange Act in connection with share repurchases, which allows the Company to repurchase shares in the open market during periods in which the stock trading window is otherwise closed for the Company, the Company's directors and certain of the Company's officers and employees pursuant to the Company's insider trading policy. The new program replaced the Company's previous share repurchase program for up to 40,000 shares that was originally approved on February 6, 2020. For the quarter and nine months ended September 30, 2023, the Company did not enter into any transactions to repurchase shares under the new program. For the quarter ended October 1, 2022, the Company did not enter into any transactions to repurchase shares under the new program. For the nine months ended October 1, 2022, the Company entered into transactions to repurchase 1,577 shares at a weighted average repurchase price of \$15.84 per share under the new program. The shares were repurchased at a total cost of \$25,018 including broker's commissions of \$31. The Company did not repurchase any shares under the previous share repurchase program during 2022 through in the expiration of the program on February 2, 2022 quarters ended March 30, 2024 and April 1, 2023. At September 30, 2023 March 30, 2024, the remaining repurchase authorization under the current share repurchase program totaled \$575,013. Share repurchases are currently prohibited under the Senior Secured Credit Facility. See Note "Debt" for additional information.

#### (6) Inventories

Inventories consisted of the following:

	March 30, 2024	December 30, 2023	April 1, 2023
Raw materials	\$ 56,374	\$ 51,633	\$ 69,969
Work in process	86,552	71,205	102,837
Finished goods	1,276,383	1,245,180	1,796,327
	<b>\$ 1,419,309</b>	<b>\$ 1,368,018</b>	<b>\$ 1,969,133</b>

#### (7) Accounts Receivable and Supplier Finance Programs

##### Sales of Trade Accounts Receivable

The Company has entered into agreements to sell selected trade accounts receivable to financial institutions based on programs sponsored by the Company as well as working capital programs offered by certain of the Company's customers. As a result of the strong creditworthiness of these customers, the discount taken on most of these programs is less than the marginal borrowing rate on the Company's variable rate credit facilities. In all agreements, after the sale, the Company does not retain any beneficial interests in the receivables. The applicable financial institution services and collects the accounts receivable directly from the customer for programs offered by the Company's customers. For programs sponsored by the Company, the Company maintains continued involvement as the servicer to collect the accounts receivable from the customer and remit payment to the financial institutions. Net proceeds of these accounts receivable sale programs are recognized in the Condensed Consolidated Statements of Cash Flows as part of operating cash flows.

During the quarters ended March 30, 2024 and April 1, 2023, the Company sold total trade accounts receivable of \$360,314 and \$344,577, respectively, related to Company sponsored programs and removed the trade accounts receivable from the Company's Condensed Consolidated Balance Sheets at the time of sale. As of March 30, 2024, December 30, 2023 and April 1, 2023, \$328,925, \$297,807 and \$248,903, respectively, of the sold trade accounts receivable remain outstanding with the financial institutions as a result of the related servicing obligation. Collections of accounts receivable not yet submitted to the financial institutions are remitted within one week of collection and recognized within the "Accounts payable" line of the Condensed Consolidated Balance Sheets. As these funds are related to the ongoing service agreement and do not serve in a financing capacity, cash flows collected from customers and submitted to the financial institutions are recognized in the Condensed Consolidated Statements of Cash Flows as part of operating activities.

The Company recognized total funding fees of \$6,107 and \$4,467 during the quarters ended March 30, 2024 and April 1, 2023, respectively, for sales of trade accounts receivable to financial institutions and working capital programs in the "Other expenses" line in the Condensed Consolidated Statements of Operations.

#### HANESBRANDS INC.

#### Notes to Condensed Consolidated Financial Statements — (Continued) (amounts in thousands, except per share data) (unaudited)

#### (6) Inventories Supplier Finance Program Obligations

Inventories consisted The Company reviews supplier terms and conditions on an ongoing basis and has negotiated payment term extensions in recent years in connection with its efforts to effectively manage working capital and improve cash flow. Separate from these payment term extension actions noted above, the Company and certain financial institutions facilitate voluntary supplier finance programs that enable participating suppliers the ability to request payment of their invoices from the financial institutions earlier than the terms stated in Company's payment policy. The Company is not a party to the arrangements between the suppliers and the financial institutions and its obligations to suppliers, including amounts due and scheduled payment dates, are not impacted by the suppliers' participation in the supplier finance programs. The Company's payment terms to the financial institutions, including the timing and amount of payments, are based on the original supplier invoices. The Company has no economic interest in a supplier's decision to participate in the supplier finance programs and has no financial impact in connection with the supplier finance programs. Accordingly, obligations under these programs continue to be trade payables and are not indicative of borrowing arrangements. As of March 30, 2024, December 30, 2023 and April 1, 2023, the amounts due to suppliers participating in supplier finance programs totaled \$147,002, \$148,032 and \$254,509, respectively, which are included in the "Accounts Payable" line of the following: Condensed Consolidated Balance Sheets.

	September 30, 2023	December 31, 2022	October 1, 2022
Raw materials	\$ 60,274	\$ 69,279	\$ 90,411
Work in process	84,515	107,904	118,573
Finished goods	1,371,990	1,802,489	1,927,330
	<b>\$ 1,516,779</b>	<b>\$ 1,979,672</b>	<b>\$ 2,136,314</b>

#### (7)(8) Debt

Debt consisted of the following:

	Interest Rate as of September 30, 2023	Principal Amount		Maturity Date	Interest Rate as of March 30, 2024	Principal Amount
		September 30, 2023	December 31, 2022			
Senior Secured Credit Facility:	Senior Secured Credit Facility:	Interest Rate as of March 30, 2024	Interest Rate as of September 30, 2023	September 30, 2023	December 31, 2022	Maturity Date
Senior Secured Credit Facility:						
Senior Secured Credit Facility:						
Revolving Loan Facility Revolving Loan Facility						
Revolving Loan	Revolving Loan	9.75%	\$ 60,500	\$ 352,500	November 2026	—%
						\$ —
						\$ —
						November 2026

Facility	Facility										
Term Loan A	Term Loan A	7.67%	950,000	975,000	November 2026	Term Loan A	7.93%	925,000	937,500	937,500	Nov 2026
Term Loan B	Term Loan B	9.07%	895,500	—	March 2030	Term Loan B	9.08%	891,000	893,250	893,250	Mar 2030
9.000% Senior Notes	9.000% Senior Notes	9.00%	600,000	—	February 2031	9.000% Senior Notes	9.00%	600,000	600,000	600,000	Feb 2031
4.875% Senior Notes	4.875% Senior Notes	4.88%	900,000	900,000	May 2026	4.875% Senior Notes	4.88%	900,000	900,000	900,000	May 2026
4.625% Senior Notes	—	—	900,000	—							
3.5% Senior Notes	—	—	535,275	—							
Accounts Receivable Securitization Facility	Accounts Receivable Securitization Facility	6.79%	200,500	209,500	May 2024	Accounts Receivable Securitization Facility	7.27%	17,500	6,000	6,000	May 2024
			<u>3,606,500</u>	<u>3,872,275</u>							
			<u>3,333,500</u>								
Less long-term debt issuance costs and debt discount											
Less long-term debt issuance costs and debt discount											
Less long-term debt issuance costs and debt discount	Less long-term debt issuance costs and debt discount		36,744	13,198							
Less current maturities	Less current maturities		259,500	247,000							
			<u>\$3,310,256</u>	<u>\$3,612,077</u>							
Less current maturities											
Less current maturities											

As of March 30, 2024 the Company's primary financing arrangements were the senior secured credit facility (the "Senior Secured Credit Facility"), 9.000% senior notes (the "9.000% Senior Notes"), 4.875% senior notes (the "4.875% Senior Notes") and the accounts receivable securitization facility (the "ARS Facility"). The outstanding balances at March 30, 2024 and December 30, 2023 are reported in the "Accounts Receivable Securitization Facility", "Current portion of long-term debt" and "Long-term debt" lines in the Condensed Consolidated Balance Sheets.

#### Debt Refinancing and Amendments

In February and March of 2023, the Company refinanced its debt structure to provide greater near-term financial flexibility given the uncertainty within the current global macroeconomic environment. The refinancing consisted of entering into a new senior secured term loan B facility in an aggregate principal amount of \$900,000 due in 2030 (the "Term Loan B"), issuing \$600,000 aggregate principal amount of the 9.000% senior unsecured notes due in 2031 (the "9.000% Senior Notes") and redeeming the Company's 4.625% senior notes due in May 2024 (the "4.625% Senior Notes") and 3.5% senior notes due in June 2024 (the "3.5% Senior Notes").

#### HANESBRANDS INC.

Notes to Condensed Consolidated Financial Statements — (Continued)  
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In February and March of 2023, the Company used the net proceeds from borrowings under the Term Loan B together with the net proceeds from the offering of the 9.000% Senior Notes to redeem all of its outstanding 4.625% Senior Notes and 3.5% Senior Notes and pay the related fees and expenses which resulted in total charges of \$8,466. \$8,466 in the quarter ended April 1, 2023. The charges, which are recorded in the "Other expenses" line in the Condensed Consolidated Statements of Operations in the quarter ended April 1, 2023, included a payment of \$4,632 for a required make-whole premium related to the redemption of the 3.5% Senior Notes, a non-cash charge of \$1,654 for the write-off of unamortized debt issuance costs related to the redemption of the 3.5% Senior Notes and a non-cash charge of \$2,180 for the write-off of unamortized debt issuance costs related to the redemption of the 4.625% Senior Notes. The refinancing activities in the quarter ended April 1, 2023 resulted in a debt discount of \$9,000 related to the Term Loan B and total capitalized debt issuance costs of \$22,965 \$22,417 which included \$11,909 \$11,715 related to the Term Loan B and \$11,056 \$10,702 related to the 9.000% Senior Notes. The debt discount and debt issuance costs are amortized into interest expense over the respective terms of the debt instruments. The cash payments for the make-whole premium and fees capitalized as debt issuance costs are reported in "Net cash from financing activities" in the Condensed Consolidated Statements of Cash Flows. Flows in the quarter ended April 1, 2023.

#### Term Loan B

In March Additionally, in 2023, the Company entered into the Term Loan B in an aggregate principal amount of \$900,000 as an incremental term loan facility under the credit agreement that governs the Company's existing Senior Secured Credit Facility. The issuance of the Term Loan B resulted in proceeds, net of the debt discount of \$9,000 and debt issuance costs of \$11,909, of approximately \$879,091. The Term Loan B bears interest based on the Secured Overnight Financing Rate ("SOFR") plus an applicable margin of 3.75%, subject to a floor of 0.50%. The Term Loan B Facility is guaranteed by each domestic subsidiary of the Company which guarantees the other facilities under the Senior Secured Credit Facility (the "U.S. Subsidiary Guarantors") and is secured by substantially all of the assets of the Company and the U.S. Subsidiary Guarantors, on a *pari passu* basis with the other facilities under the Senior Secured Credit Facility. Outstanding borrowings under the Term Loan B are repayable in 0.25% quarterly installments, with the remainder of the outstanding principal to be repaid at maturity. If the Term Loan B is repriced or refinanced on or prior to the six month anniversary of its funding and as a result of such repricing or refinancing the effective interest rate of the Term Loan B decreases, the Company shall be required to pay a prepayment fee equal to 1.0% of the aggregate principal amount of the Term Loan B subject to such repricing or refinancing. Additionally, the Company is required to prepay any outstanding amounts in connection with (i) the incurrence of certain indebtedness and (ii) non-ordinary course asset sales or other dispositions (including as a result of casualty or condemnation) that exceed certain thresholds in any period of twelve consecutive months, with customary reinvestment provisions. The Term Loan B also requires the Company, as applicable, to prepay any outstanding term loans under the Term Loan B in connection with excess cash flow, which percentage will be based upon the Company's leverage ratio during the relevant fiscal period. All such prepayments will be made on a pro rata basis under each of the applicable term loans that are subject to such prepayments. The Term Loan B matures on March 8, 2030.

#### 9.000% Senior Notes

In February 2023, the Company issued \$600,000 aggregate principal amount of 9.000% Senior Notes, with interest payable on February 15 and August 15 of each year. The issuance of the 9.000% Senior Notes resulted in proceeds, net of debt issuance costs of \$11,056, of approximately \$588,944. The 9.000% Senior Notes mature on February 15, 2031.

Prior to February 15, 2026, the Company has the right to redeem all or a portion of the 9.000% Senior Notes at a redemption price equal to 100% of the principal amount plus a "make-whole" premium and accrued and unpaid interest, if any, to, but excluding, the redemption date. In addition, prior to February 15, 2026, the Company may on any one or more occasions redeem up to 40% of the notes with the net proceeds from certain equity offerings at a redemption price equal to 109.000% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. On and after February 15, 2026, the Company has the right to redeem all or a portion of the 9.000% Senior Notes, at the redemption prices set forth in the indenture governing the 9.000% Senior Notes, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. In the event of a change of control of the Company and a rating downgrade, the Company will be required to offer to repurchase all outstanding 9.000% Senior Notes at a purchase price in cash equal to 101% of the principal amount, plus accrued and unpaid interest, if any, to, but excluding, the repurchase date.

The 9.000% Senior Notes are senior unsecured obligations of the Company and are guaranteed by the Company and certain of its domestic subsidiaries that guarantee its credit facilities and certain other material indebtedness. The indenture contains customary covenants and events of default. The 9.000% Senior Notes were issued in a transaction exempt from

#### HANESBRANDS INC.

#### Notes to Condensed Consolidated Financial Statements — (Continued)

(amounts in thousands, except per share data)

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registration under the Securities Act of 1933 and do not require disclosure of separate financial information for the guarantor subsidiaries.

#### Senior Secured Credit Facility Amendments

In November 2022 and in February 2023, given the economic conditions and the associated potential impact on future earnings, the Company amended the credit agreement governing its Senior Secured Credit Facility to modify the financial covenants in order to avoid a potential covenant violation and to provide operating flexibility. The November 2022 and February 2023 amendments effected changes to certain provisions and covenants under the Senior Secured Credit Facility during the period beginning with the fiscal quarter ending December 31, 2022 and continuing through the fiscal quarter ending March 30, 2024 or such earlier date as the Company may elect (such period of time, the "Covenant Relief Period"), including: (a) an increase in the maximum consolidated net total leverage ratio to 5.25 to 1.00 for the quarter ending December 31, 2022, 6.75 to 1.00 for the quarter ending April 1, 2023, 7.25 to 1.00 for the quarter ending July 1, 2023, 6.75 to 1.00 for the quarter ending September 30, 2023, 5.25 to 1.00 for the quarter ending December 30, 2023, and 5.00 to 1.00 for the quarter ending March 30, 2024, and reverting back to 4.50 to 1.00 for each quarter after the Covenant Relief Period has ended; (b) a reduction of the minimum interest coverage ratio from 3.00 to 1.00 to 2.60 to 1.00 for the quarter ending December 31, 2022 and the quarter ending April 1, 2023, 2.00 to 1.00 for the quarters ending July 1, 2023, September 30, 2023 and December 30, 2023, and 2.50 to 1.00 for the quarter ending March 30, 2024, with an increase to 2.75 to 1.00 for each quarter after the Covenant Relief Period has ended; (c) suspension of restricted payments in connection with share repurchases; (d) suspension of restricted payments pursuant to the Company's leverage ratio-based and "Available Amount" restricted payments baskets; (e) a cap on annual dividend payments of \$75,000, which will revert back to the greater of (x) \$350,000 and (y) 8.0% of Total Tangible Assets after the Covenant Relief Period has ended; (f) suspension of the Company's "Available Amount" basket for investments in foreign subsidiaries and other investments; (g) suspension of the 0.50 to 1.00 increase in the maximum permitted consolidated net total leverage ratio resulting from a material permitted

acquisition; and (h) the addition of two new tiers to the top of the pricing grid if the maximum consolidated net total leverage ratio exceeds 5.00 to 1.00 and 5.50 to 1.00. In conjunction with the November 2022 Amendment, the Company transitioned the Senior Secured Credit Facility from LIBOR to SOFR with a 10 basis points credit spread adjustment already included in the Senior Secured Credit Facility. In addition, the February 2023 Amendment limited the Company's ability to incur incremental secured indebtedness during the Covenant Relief Period to \$1,750,000, subject to compliance with the financial covenants.

Additionally, in November 2023, given the continuing uncertain economic environment and the associated potential impact on future earnings, the Company further amended the credit agreement governing its Senior Secured Credit Facility prior to any potential future covenant violation in order to modify the financial covenants and to provide greater strategic financial and operating flexibility. The November most recent amendment in 2023 amendment effects additional effected changes to certain provisions and covenants under the Senior Secured Credit Facility, including changes to certain covenants and provisions that were previously amended in November 2022 and February 2023, during the period beginning with the fiscal quarter ending December 30, 2023 and continuing through the fiscal quarter ending September 27, 2025, or such earlier date as the Company may elect (such period of time, the "Extended Covenant Relief Period"), including: (a) an extension of the original Covenant Relief Period from March 30, 2024 to September 27, 2025; (b) an increase in the maximum leverage ratio to 6.75 to 1.00 for the quarters ending December 30, 2023 and March 30, 2024, 6.63 to 1.00 for the quarters ending June 29, 2024 and September 28, 2024, 6.38 to 1.00 for the quarter ending December 28, 2024, 5.63 to 1.00 for the quarter ending March 29, 2025, 5.25 to 1.00 for the quarter ending June 28, 2025, and 5.00 to 1.00 for the quarter ending September 27, 2025, reverting back to 4.50 to 1.00 for each quarter after the Extended Covenant Relief Period has ended; and (c) a reduction of the minimum interest coverage ratio to 1.63 to 1.00 for the quarters ending December 30, 2023 through September 28, 2024, 1.75 to 1.00 for the quarter ending December 28, 2024, 2.00 to 1.00 for the quarter ending March 29, 2025, 2.25 to 1.00 for the quarter ending June 28, 2025, and 2.50 to 1.00 for the quarter ending September 27, 2025 and each quarter after the Extended Covenant Relief Period has ended. The November 2023 amendment also includes included the following additional baskets and restrictions: (a) an additional basket for permitted asset sales of \$60,000; (b) suspends suspended the Company's reinvestment rights with respect to net proceeds in respect of certain asset sales (including the additional asset sale basket described in (a) above) and casualty and condemnation events (requiring the Company to prepay the credit agreement term loan obligations with such net proceeds, subject to step-downs for such prepayment requirement based on the leverage ratio); (c) reduces reduced the cap on the Company's general lien basket from \$165,000 to \$85,000 during the Extended Covenant Relief Period; (d) reduces reduced the maximum amount for incremental facilities secured by a lien to \$100,000 during the Extended Covenant Relief Period; and (e) suspends suspended the payment of annual dividends during the Extended Covenant Relief Period, which will revert back to the greater of (x) \$350,000 and (y) 8.0% of Total

#### HANESBRANDS INC.

##### Notes to Condensed Consolidated Financial Statements — (Continued)

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Tangible Assets after the Extended Covenant Relief Period has ended. In addition, the November 2023 amendment increases increased the applicable interest rate margins and commitment fee rates based on the leverage ratio during the Extended Covenant Relief Period.

##### Other Debt Related Activity

As of September 30, 2023 March 30, 2024, the Company had \$935,913 \$996,413 of borrowing availability under the \$1,000,000 Revolving Loan Facility after taking into account \$60,500 of USD revolver loans and \$3,587 of standby and trade letters of credit issued and outstanding under this facility.

The Company's accounts receivable securitization facility (the "ARS Facility") entered into in November 2007 was amended in June 2023. The amendment extended the maturity date to May 2024 with no change to the quarterly fluctuating facility limit. Additionally, the amendment created two pricing tiers based on a consolidated net total leverage ratio of 4.50 to 1.00. Borrowing availability under the Company's ARS Facility is subject to a quarterly fluctuating facility limit ranging from \$200,000 in the first and second quarters to \$225,000 in the third and fourth quarters and permitted only to the extent that the face of the receivables in the collateral pool, net of applicable concentrations, reserves and other deductions, exceeds the outstanding loans. As of September 30, 2023 March 30, 2024, the quarterly fluctuating facility limit was \$225,000, \$200,000, the maximum borrowing capacity was \$200,891 \$86,072 and the Company had \$391 \$68,572 of borrowing availability under the ARS Facility.

#### HANESBRANDS INC.

##### Notes to Condensed Consolidated Financial Statements — (Continued)

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The Company had \$35,994 \$37,901 of borrowing availability capacity under other international credit facilities after taking into account which had no outstanding borrowings and at March 30, 2024. The Company had \$49,026 of international letters of credit outstanding at March 30, 2024. Available liquidity for other international credit facilities is reduced for any outstanding international letters of credit. The international letters of credit are not outstanding under any specific credit facility and do not reduce actual borrowing capacity under the applicable facilities at September 30, 2023, specific credit facilities.

As of September 30, 2023 March 30, 2024, the Company was in compliance with all financial covenants under its credit facilities and other outstanding indebtedness. Under the terms of its Senior Secured Credit Facility, among other financial and non-financial covenants, the Company is required to maintain a minimum interest coverage ratio and a maximum leverage ratio as described above, each of which is defined in the Senior Secured Credit Facility. The method of calculating all the components used in the covenants is included in the Senior Secured Credit Facility.

##### (8)(9) Income Taxes

In the quarter ended September 30, 2023 March 30, 2024, income tax expense was \$23,041 \$15,268 resulting in an effective income tax rate of (146.2) (64.0)% and in the quarter ended October 1, 2022 April 1, 2023, income tax expense was \$16,410 \$18,500 resulting in an effective income tax rate of 17.0%. In the nine months ended September 30,

2023, income tax expense was \$51,541 resulting in an effective income tax rate of (116.8) (116.3)% and in the nine months ended October 1, 2022, income tax expense was \$58,775 resulting in an effective income tax rate of 17.0%. The Company's effective tax rate for the quarter ended March 30, 2024 and nine months ended September 30, 2023 primarily differs from the U.S. statutory rate due to valuation allowances against certain net deferred tax assets. Additionally, the Company had favorable discrete items of \$3,355 \$138 for the quarter ended March 30, 2024 and unfavorable discrete items of \$3,860 \$7,544 for the quarter and nine months ended September 30, 2023, respectively, and unfavorable discrete items of \$3,174 and \$9,217 for the quarter and nine months ended October 1, 2022, respectively. April 1, 2023.

The Organization for Economic Co-operation and Development (the "OECD"), an international association of 38 countries including the U.S., has proposed changes to numerous long-standing tax principles, including a global minimum tax initiative. On December 12, 2022, the European Union member states agreed to implement the OECD's Pillar 2 global corporate minimum tax rate of 15% on companies with revenues of at least \$790,000, which would go into effect in 2024. Currently, South Korea, Japan, Mauritius and While there is uncertainty whether the United Kingdom are the only countries to U.S. will enact legislation consistent with to adopt Pillar 2, certain countries in which the rules, while Company operates have adopted legislation, and other countries including Switzerland, Canada and Australia are also actively considering changes in the process of introducing legislation to their tax laws to adopt certain parts of the OECD's proposals. implement Pillar 2. The Company will continue to monitor the developing laws.

In August 2022, the U.S. enacted the Inflation Reduction Act of 2022 ("IR Act"), which, among other things, introduces a 15% minimum tax based on adjusted financial statement income of certain large corporations with a three year average adjusted financial statement income in excess of \$1,000,000, a 1% excise tax on the fair market stock repurchases by covered corporations and several tax incentives to promote clean energy. The Company is continuing to evaluate the IR Act and its potential impact on future periods, and at this time the Company does not expect the IR Act Pillar 2 to have a material impact on its effective tax rate or its consolidated results of operations, financial statements, position and cash flows for 2024. The Company is continuing to monitor the developing laws of Pillar 2 and its potential impact on future periods.

#### HANESBRANDS INC.

#### Notes to Condensed Consolidated Financial Statements — (Continued)

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#### (9)(10) Accumulated Other Comprehensive Loss

The components of accumulated other comprehensive loss ("AOCL") are as follows:

		Accumulated				
		Cumulative	Defined	Other		
		Translation	Cash Flow	Benefit	Income	Comprehensive
		Adjustment <sup>(1)</sup>	Hedges	Plans	Taxes	Loss
Balance at July 1, 2023		\$ (236,672)	\$ 5,605	\$ (429,227)	\$ 146,119	\$ (514,175)
		Cumulative				
		Translation				
		Adjustment <sup>(1)</sup>				
Balance at December 30, 2023						
		Cumulative Translation	Cash Flow	Defined	Income	Accumulated Other
		Adjustment <sup>(1)</sup>	Hedges	Benefit Plans	Taxes	Comprehensive Loss
Amounts	Amounts					
reclassified	reclassified					
from	from					
accumulated	accumulated					
other	other					
comprehensive	comprehensive					
loss	loss	—	(1,818)	4,077	136	2,395
Current-period	Current-period					
other	other					
comprehensive	comprehensive					
income (loss)	income (loss)					
activity	activity	(53,517)	12,069	48	(1,917)	(43,317)
Total other	Total other					
comprehensive	comprehensive					
income (loss)	income (loss)	(53,517)	10,251	4,125	(1,781)	(40,922)
Balance at September 30, 2023		\$ (290,189)	\$ 15,856	\$ (425,102)	\$ 144,338	\$ (555,097)
Balance at March 30, 2024						
Balance at March 30, 2024						
Balance at March 30, 2024						

	Cumulative Translation				Accumulated Other Comprehensive Loss	
	Adjustment <sup>(1)</sup>	Cash Flow Hedges	Defined Benefit Plans	Income Taxes		
Balance at December 31, 2022	\$ (228,803)	\$ 8,709	\$ (437,353)	\$ 145,439	\$ (512,008)	
Amounts reclassified from accumulated other comprehensive loss	—	(7,887)	12,231	1,422	5,766	
Current-period other comprehensive income (loss) activity	(61,386)	15,034	20	(2,523)	(48,855)	
Total other comprehensive income (loss)	(61,386)	7,147	12,251	(1,101)	(43,089)	
Balance at September 30, 2023	\$ (290,189)	\$ 15,856	\$ (425,102)	\$ 144,338	\$ (555,097)	

(1) Cumulative Translation Adjustment includes translation adjustments and net investment hedges. See Note, "Financial Instruments and Risk Management" for additional disclosures about net investment hedges.

#### HANESBRANDS INC.

##### Notes to Condensed Consolidated Financial Statements — (Continued)

(amounts in thousands, except per share data)

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	Cumulative Translation				Accumulated Other Comprehensive Loss	
	Adjustment <sup>(1)</sup>	Cash Flow Hedges	Defined Benefit Plans	Income Taxes		
Balance at July 2, 2022	\$ (228,826)	\$ 16,343	\$ (558,153)	\$ 140,874	\$ (629,762)	
Amounts reclassified from accumulated other comprehensive loss	—	17,917	5,202	(4,109)	19,010	
Current-period other comprehensive income (loss) activity	(76,756)	(14,331)	258	1,658	(89,171)	
Total other comprehensive income (loss)	(76,756)	3,586	5,460	(2,451)	(70,161)	
Balance at October 1, 2022	\$ (305,582)	\$ 19,929	\$ (552,693)	\$ 138,423	\$ (699,923)	

	Cumulative Translation				Accumulated Other Comprehensive Loss	
	Adjustment <sup>(1)</sup>	Cash Flow Hedges	Defined Benefit Plans	Income Taxes		
Balance at January 1, 2022	\$ (134,001)	\$ 5,244	\$ (569,161)	\$ 146,315	\$ (551,603)	
Amounts reclassified from accumulated other comprehensive loss	(13,473)	45,345	16,023	(10,935)	36,960	
Current-period other comprehensive income (loss) activity	(158,108)	(30,660)	445	3,043	(185,280)	
Total other comprehensive income (loss)	(171,581)	14,685	16,468	(7,892)	(148,320)	
Balance at October 1, 2022	\$ (305,582)	\$ 19,929	\$ (552,693)	\$ 138,423	\$ (699,923)	

	Cumulative Translation				Accumulated Other Comprehensive Loss	
	Adjustment <sup>(1)</sup>	Cash Flow Hedges	Defined Benefit Plans	Income Taxes		
Balance at December 31, 2022	\$ (228,803)	\$ 8,709	\$ (437,353)	\$ 145,439	\$ (512,008)	
Amounts reclassified from accumulated other comprehensive loss	—	(4,974)	4,077	1,243	346	
Current-period other comprehensive loss activity	(9,056)	(17,611)	(12)	(181)	(26,860)	
Total other comprehensive income (loss)	(9,056)	(22,585)	4,065	1,062	(26,514)	
Balance at April 1, 2023	\$ (237,859)	\$ (13,876)	\$ (433,288)	\$ 146,501	\$ (538,522)	

(1) Cumulative Translation Adjustment includes translation adjustments and net investment hedges. See Note, "Financial Instruments and Risk Management" for additional disclosures about net investment hedges.

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The Company had the following reclassifications out of AOCI:

Component of AOCI	Component of AOCI	Location of Reclassification into Income	Amount of Reclassification from AOCI				Component of AOCI	Location of Reclassification from AOCI	Amount of Reclassification from AOCI into Net Income (Loss)			
			Quarters Ended		Nine Months Ended				Quarters Ended			
			September 30, 2023	October 1, 2022	September 30, 2023	October 1, 2022			March 30, 2024	April 1, 2023		
Write-off of cumulative translation associated with sale of business		Income from discontinued operations, net of tax	\$ —	\$ —	\$ —	\$ 13,473						
Gain (loss) on forward foreign exchange contracts designated as cash flow hedges		Cost of sales	(79)	2,516	3,129	6,790						
		Income tax	(137)	(730)	(1,304)	(2,008)						
		Income from discontinued operations, net of tax	—	—	—	(232)						
Gain on forward foreign exchange contracts designated as cash flow hedges		Net of tax	(216)	1,786	1,825	4,550						
Gain on forward foreign exchange contracts designated as cash flow hedges		Income tax										
		Net of tax										
		Net of tax										
Gain on interest rate contracts designated as cash flow hedges	Gain on interest rate contracts designated as cash flow hedges	Interest expense, net	1,897	—	3,204	—						
Gain on interest rate contracts designated as cash flow hedges												
Gain on interest rate contracts designated as cash flow hedges												

	Income tax Net of tax	—	—	—	—
	Income tax	—	—	—	—
	Net of tax	1,897	—	3,204	—
	Selling, general and administrative expenses	—	(18,764)	973	(47,118)
	Interest expense, net	—	(1,669)	581	(4,710)
	Income tax	—	3,474	—	8,811
	Net of tax	—	(16,959)	1,554	(43,017)
Gain (loss) on cross-currency swap contracts designated as cash flow hedges					
Gain on cross-currency swap contracts designated as cash flow hedges					
Gain on cross-currency swap contracts designated as cash flow hedges					
Gain on cross-currency swap contracts designated as cash flow hedges					
	Interest expense, net				
	Income tax				
	Net of tax				
Amortization of deferred actuarial loss and prior service cost	Amortization of deferred actuarial loss and prior service cost	Other expenses	(4,077)	(5,202)	(12,231)
Amortization of deferred actuarial loss and prior service cost					
Amortization of deferred actuarial loss and prior service cost					
	Income tax				
	Income tax	1	1,365	(118)	4,102
	Income from discontinued operations, net				
Pension activity associated with sale of business	of tax	—	—	—	(460)
	Net of tax	(4,076)	(3,837)	(12,349)	(11,966)
	Net of tax				
	Net of tax				
	Net of tax				
Total reclassifications	Total reclassifications		\$ (2,395)	\$ (19,010)	\$ (5,766)
			<u>\$ (2,395)</u>	<u>\$ (19,010)</u>	<u>\$ (5,766)</u>
Total reclassifications					
Total reclassifications					

**(10)(11) Financial Instruments and Risk Management**

The Company uses forward foreign exchange contracts and has used cross-currency swap contracts to manage its exposures to movements in foreign exchange rates primarily related to the Euro, Australian dollar, Euro, Japanese Yen, Mexican peso and Canadian dollar and Mexican peso and uses interest rate contracts to manage its exposures to movements in interest rates. The Company has also used a combination of cross-currency swap contracts and long-term debt to manage its exposure to foreign currency risk associated with the Company's net investment in its European subsidiaries.

	Hedge Type	March 30,	December 30,
		2024	2023
U.S. dollar equivalent notional amount of derivative instruments:			
Forward foreign exchange contracts	Cash Flow and Mark to Market	\$ 272,313	\$ 308,760
Interest rate contracts	Cash Flow	\$ 900,000	\$ 900,000

**HANESBRANDS INC.**

**Notes to Condensed Consolidated Financial Statements — (Continued)**  
(amounts in thousands, except per share data)  
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	Hedge Type	September 30,	December 31,
		2023	2022
U.S. dollar equivalent notional amount of derivative instruments:			
Forward foreign exchange contracts	Cash Flow and Mark to Market	\$ 291,729	\$ 397,908
Interest rate contracts	Cash Flow	\$ 900,000	\$ —
Cross-currency swap contracts	Cash Flow	\$ —	\$ 352,920
Cross-currency swap contracts	Net Investment	\$ —	\$ 335,940

**Fair Values of Derivative Instruments**

The fair values of derivative instruments related to forward foreign exchange contracts, cross-currency swap contracts and interest rate contracts recognized in the Condensed Consolidated Balance Sheets of the Company were as follows:

	Balance Sheet Location	Fair Value		Balance Sheet Location	Fair Value	
		September 30,	December		March 30,	December 31,
		30, 2023	31, 2022		2024	2023
Derivatives designated as hedging instruments:	Derivatives designated as hedging instruments:					
Forward foreign exchange contracts	Forward foreign exchange contracts	Other current assets	\$ 5,815	\$ 1,892		
Interest rate contracts	Interest rate contracts	Other current assets	22	—		
Cross-currency swap contracts	Cross-currency swap contracts	Other current assets	—	1,033		
Forward foreign exchange contracts	Forward foreign exchange contracts	Other noncurrent assets	1,291	110		
Forward foreign exchange contracts	Forward foreign exchange contracts					

Interest rate contracts	Interest rate contracts	Other noncurrent assets	7,147	—
Cross-currency swap contracts		Other noncurrent assets	—	16,477
Forward foreign exchange contracts				
Forward foreign exchange contracts				
Forward foreign exchange contracts				
Interest rate contracts				
Derivatives not designated as hedging instruments:	Derivatives not designated as hedging instruments:			
Derivatives not designated as hedging instruments:				
Derivatives not designated as hedging instruments:				
Forward foreign exchange contracts				
Forward foreign exchange contracts				
Forward foreign exchange contracts	Forward foreign exchange contracts	Other current assets	4,976	5,402
Total derivative assets	Total derivative assets		19,251	24,914
Derivatives designated as hedging instruments:	Derivatives designated as hedging instruments:			
Derivatives designated as hedging instruments:				
Forward foreign exchange contracts				
Forward foreign exchange contracts	Forward foreign exchange contracts	Accrued liabilities	(29)	(1,263)
Cross-currency swap contracts		Accrued liabilities	—	(252)
Forward foreign exchange contracts				
Forward foreign exchange contracts	Forward foreign exchange contracts	Other noncurrent liabilities	—	(178)
Cross-currency swap contracts		Other noncurrent liabilities	—	(27,753)

Forward foreign exchange contracts	
Forward foreign exchange contracts	
Forward foreign exchange contracts	
Interest rate contracts	
Derivatives not designated as hedging instruments:	Derivatives not designated as hedging instruments:
Derivatives not designated as hedging instruments:	Derivatives not designated as hedging instruments:
Forward foreign exchange contracts	Forward foreign exchange contracts
Forward foreign exchange contracts	Forward foreign exchange contracts
Forward foreign exchange contracts	Accrued liabilities (356) (4,841)
Total derivative liabilities	Total derivative liabilities (385) (34,287)
Net derivative asset (liability)	Net derivative asset (liability) \$18,866 \$(9,373)
Net derivative asset (liability)	
Net derivative asset (liability)	

#### Cash Flow Hedges

The Company uses forward foreign exchange contracts and has used cross-currency swap contracts to reduce the effect of fluctuating foreign currencies on foreign currency-denominated transactions, foreign currency-denominated investments and other known foreign currency exposures. Gains and losses on these contracts are intended to offset losses and gains on the hedged transaction in an effort to reduce the earnings volatility resulting from fluctuating foreign currency exchange rates. The Company also uses interest rate contracts to reduce the effect of the variability in future interest payments on variable-rate debt to lock in certainty of future cash flows.

On April 1, 2021, in connection with a reduction in the amount of the 3.5% Senior Notes designated in the European net investment hedge discussed below, the Company entered into three pay-fixed rate, receive-fixed rate cross-currency swap contracts with a total notional amount of €300,000. The Company designated these cross-currency swap contracts to hedge the undesignated portion of the foreign currency cash flow exposure related to the Company's 3.5% Senior Notes. These cross-currency swap contracts swapped Euro-denominated interest payments for U.S. dollar-denominated interest payments, thereby economically converting €300,000 of the Company's €500,000 fixed-rate 3.5% Senior Notes to a fixed-rate 4.7945% USD-denominated obligation. In February 2023, in connection with the redemption of the 3.5% Senior Notes, the Company unwound these cross-currency swap contracts, which had an original maturity date of June 15, 2024. The Company paid \$30,935 to settle the cross-currency swap contracts, which was reported in "Net cash from operating activities" in the Condensed Consolidated Statements of Cash Flows. Flows in the quarter ended April 1, 2023. The remaining gain in AOCI of \$1,254 was released into earnings at the time of settlement and is

#### HANESBRANDS INC.

##### Notes to Condensed Consolidated Financial Statements — (Continued)

(amounts in thousands, except per share data)

(unaudited)

recorded in the "Interest expense, net" line in the Condensed Consolidated Statements of Operations. Operations in the quarter ended April 1, 2023. The Company had no cross-currency swap contracts designated as cash flow hedges as of September 30, 2023 March 30, 2024 or December 30, 2023.

In March 2023, the Company entered into an interest rate contract with a total notional amount of \$900,000, which amortizes down to \$600,000 on March 31, 2025. The Company designated this interest rate contract, which matures on March 31, 2026, to hedge the variability in contractually specified interest rates above 50 basis points associated with future interest payments on a portion of the Company's variable-rate term loans to lock in certainty of future cash flows.

#### HANESBRANDS INC.

**Notes to Condensed Consolidated Financial Statements — (Continued)**  
(amounts in thousands, except per share data)  
(unaudited)

The Company expects to reclassify into earnings during the next 12 months a net gain from AOCI of approximately \$15,583, \$10,846. The Company is hedging exposure to the variability in future foreign currency-denominated cash flows for forecasted transactions over the next 16 months and the variability in future interest payments on debt over the next 30 months.

The effect of derivative instruments designated as cash flow hedges on the Condensed Consolidated Statements of Operations and AOCI is as follows:

		Amount of Gain (Loss) Recognized in AOCI on Derivative Instruments			
		Quarters Ended		Nine Months Ended	
		September 30, 2023	October 1, 2022	September 30, 2023	October 1, 2022
<b>Amount of Gain (Loss) Recognized in AOCI on Derivative Instruments</b>					
<b>Amount of Gain (Loss) Recognized in AOCI on Derivative Instruments</b>					
<b>Amount of Gain (Loss) Recognized in AOCI on Derivative Instruments</b>					
		Quarters Ended		Quarters Ended	
		Quarters Ended		Quarters Ended	
		Quarters Ended		Quarters Ended	
		March 30, 2024		March 30, 2024	
		March 30, 2024		March 30, 2024	
<b>Forward foreign exchange contracts</b>					
Forward foreign exchange contracts	Forward foreign exchange contracts	\$ 6,541	\$ 4,828	\$ 7,547	\$ 14,321
Interest rate contracts	Interest rate contracts	5,528	—	10,352	—
<b>Interest rate contracts</b>					
<b>Cross-currency swap contracts</b>					
Cross-currency swap contracts	Cross-currency swap contracts	—	(19,159)	(2,865)	(44,981)
<b>Total</b>	<b>Total</b>	<b>\$ 12,069</b>	<b>\$ (14,331)</b>	<b>\$ 15,034</b>	<b>\$ (30,660)</b>
<b>Total</b>					
<b>Total</b>					
Location of Gain (Loss) Reclassified from AOCI		Amount of Gain (Loss) Reclassified from AOCI into Income			

	into Income	Quarters Ended		Nine Months Ended		Amount of Gain (Loss) Reclassified from AOCI into Net Income (Loss)
		September 30, 2023	October 1, 2022	September 30, 2023	October 1, 2022	
	Location of Gain (Loss) Reclassified from AOCI	Location of Gain (Loss) Reclassified	Location of Gain (Loss) Reclassified	Location of Gain (Loss) Reclassified	Location of Gain (Loss) Reclassified	
		March 30, 2024	March 30, 2024	March 30, 2024	March 30, 2024	
Forward foreign exchange contracts <sup>(1)</sup>	Forward foreign exchange contracts <sup>(1)</sup>	Cost of sales	\$ (79)	\$ 2,516	\$ 3,129	\$ 6,790
Forward foreign exchange contracts <sup>(1)</sup>	Forward foreign exchange contracts <sup>(1)</sup>	Income from discontinued operations, net of tax	—	—	—	(307)
Forward foreign exchange contracts <sup>(1)</sup>						
Interest rate contracts						
Interest rate contracts	Interest rate contracts	Interest expense, net	1,897	—	3,204	—
Cross-currency swap contracts <sup>(1)</sup>	Cross-currency swap contracts <sup>(1)</sup>	Selling, general and administrative expenses	—	(18,764)	973	(47,118)
Cross-currency swap contracts <sup>(1)</sup>	Cross-currency swap contracts <sup>(1)</sup>	Interest expense, net	—	(1,669)	581	(4,710)
Cross-currency swap contracts <sup>(1)</sup>						
Cross-currency swap contracts <sup>(1)</sup>						
Cross-currency swap contracts <sup>(1)</sup>						
Cross-currency swap contracts <sup>(1)</sup>						
Total	Total		\$ 1,818	\$(17,917)	\$ 7,887	\$(45,345)
Total						
Total						

(1) The Company does not exclude amounts from effectiveness testing for cash flow hedges that would require recognition into earnings based on changes in fair value.

The following table presents the amounts in the Condensed Consolidated Statements of Operations in which the effects of cash flow hedges are recorded:

		Quarters Ended		Nine Months Ended		
		September 30, 2023	October 1, 2022	September 30, 2023	October 1, 2022	
Cost of sales		\$ 1,040,995	\$ 1,107,889	\$ 2,936,955	\$ 3,041,233	
Selling, general and administrative expenses		\$ 404,349	\$ 421,408	\$ 1,210,056	\$ 1,259,921	

Interest expense, net	\$ 72,609	\$ 41,721	\$ 205,666	\$ 107,408
Income from discontinued operations, net of tax	\$ —	\$ —	\$ —	\$ 3,965

**HANESBRANDS INC.**

**Notes to Condensed Consolidated Financial Statements — (Continued)**

(amounts in thousands, except per share data)

(unaudited)

	Quarters Ended	
	March 30, 2024	April 1, 2023
Cost of sales	\$ 695,274	\$ 939,717
Selling, general and administrative expenses	\$ 408,821	\$ 392,374
Interest expense, net	\$ 66,689	\$ 58,452

**Net Investment Hedges**

In July 2019, the Company entered into two pay-fixed rate, receive-fixed rate cross-currency swap contracts with a total notional amount of €300,000 that were designated as hedges of a portion of the beginning balance of the Company's net investment in its European subsidiaries. These cross-currency swap contracts, which had an original maturity date of May 15, 2024, swapped U.S. dollar-denominated interest payments for Euro-denominated interest payments, thereby economically converting a portion of the Company's fixed-rate 4.625% Senior Notes to a fixed-rate 2.3215% Euro-denominated obligation.

**HANESBRANDS INC.**

**Notes to Condensed Consolidated Financial Statements — (Continued)**

(amounts in thousands, except per share data)

(unaudited)

In July 2019, the Company also designated the full amount of its 3.5% Senior Notes with a carrying value of €500,000, which was a nonderivative financial instrument, as a hedge of a portion of the beginning balance of the Company's European net investment. As of April 1, 2021, the Company reduced the amount of its 3.5% Senior Notes designated in the European net investment hedge from €500,000 to €200,000. As of December 31, 2022, the U.S. dollar equivalent carrying value of Euro-denominated long-term debt designated as a partial European net investment hedge was \$214,110. In February 2023, in connection with the redemption of the 3.5% Senior Notes, the Company de-designated the remainder of the 3.5% Senior Notes in the European net investment hedge and unwound these cross-currency swap contracts. The Company received \$18,942 to settle the cross-currency swap contracts, which was reported in "Net cash from investing activities" in the Condensed Consolidated Statements of Cash Flows. Flows in the quarter ended April 1, 2023. There was a cumulative gain of \$5,525 from the designated portion of the 3.5% Senior Notes and a cumulative gain of \$19,001 from the cross-currency swap contracts that will remain in cumulative translation adjustment, a component of AOCI, until the net investment in the Company's EUR-functional subsidiaries is sold, liquidated, or substantially liquidated. The Company had no derivative or nonderivative financial instruments designated as net investment hedges as of September 30, 2023 March 30, 2024 or December 30, 2023.

The amount of after-tax gains (losses) included in AOCI in the Condensed Consolidated Balance Sheets related to derivative instruments and nonderivative financial instruments designated as net investment hedges are as follows:

	Amount of Gain (Loss) Recognized in AOCI			
	Quarters Ended		Nine Months Ended	
	September 30, 2023	October 1, 2022	September 30, 2023	October 1, 2022
Euro-denominated long-term debt	\$ —	\$ 9,109	\$ (469)	\$ 22,872
Cross-currency swap contracts	\$ —	\$ 13,383	\$ 531	\$ 29,460
<b>Total</b>	<b>\$ —</b>	<b>\$ 22,492</b>	<b>\$ 62</b>	<b>\$ 52,332</b>

	Amount of Gain (Loss) Recognized in AOCI	
	Quarters Ended	
	March 30, 2024	April 1, 2023
Euro-denominated long-term debt	\$ —	\$ (469)
Cross-currency swap contracts	\$ —	\$ 531
<b>Total</b>	<b>\$ —</b>	<b>\$ 62</b>

The effect of derivative and non-derivative instruments designated as net investment hedges on the Condensed Consolidated Statements of Operations are as follows:

	Location of Gain (Loss) Reclassified from AOCI into Income	Amount of Gain (Loss) Reclassified from AOCI into Income			
		Quarters Ended		Nine Months Ended	
		September 30, 2023	October 1, 2022	September 30, 2023	October 1, 2022
Euro-denominated long-term debt	Income from discontinued operations, net of tax	\$ —	\$ —	\$ —	\$ (13,348)
Cross-currency swap contracts	Income from discontinued operations, net of tax	—	—	—	(2,505)
Cross-currency swap contracts (amounts excluded from effectiveness testing)	Interest expense, net	—	2,209	960	6,449
<b>Total</b>		<b>\$ —</b>	<b>\$ 2,209</b>	<b>\$ 960</b>	<b>\$ (9,404)</b>

#### HANESBRANDS INC.

##### Notes to Condensed Consolidated Financial Statements — (Continued)

(amounts in thousands, except per share data)

(unaudited)

	Location of Gain (Loss) Reclassified from AOCI	Amount of Gain (Loss) Reclassified from AOCI into Net Income (Loss)	
		Quarters Ended	
		March 30, 2024	April 1, 2023
Cross-currency swap contracts (amounts excluded from effectiveness testing)	Interest expense, net	\$ —	\$ 960

The following table presents the amounts in the Condensed Consolidated Statements of Operations in which the effects of net investment hedges are recorded:

		Quarters Ended		Nine Months Ended	
		Quarters Ended		Nine Months Ended	
		March 30, 2024	March 30, 2024	September 30, 2023	October 1, 2022
Interest expense, net (amounts excluded from effectiveness testing)					
Income from discontinued operations, net of tax	\$ —	\$ —	\$ —	\$ —	\$ 3,965
Interest expense, net (amounts excluded from effectiveness testing)	\$ 72,609	\$ 41,721	\$ 205,666	\$ 107,408	
Interest expense, net (amounts excluded from effectiveness testing)					

#### Mark to Market Hedges

Derivatives used in mark to market hedges are not designated as hedges under the accounting standards. The Company uses forward foreign exchange derivative contracts as hedges against the impact of foreign exchange fluctuations on existing accounts receivable and payable balances and intercompany lending transactions denominated in foreign currencies. Forward foreign exchange derivative contracts are recorded as mark to market hedges when the hedged item is a recorded asset or liability that is revalued in each accounting period. Any gains or losses resulting from changes in fair value are recognized directly into earnings. Gains or losses on these contracts largely offset the net remeasurement gains or losses on the related assets and liabilities.

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**Notes to Condensed Consolidated Financial Statements — (Continued)**  
(amounts in thousands, except per share data)  
(unaudited)

The effect of derivative instruments not designated as hedges on the Condensed Consolidated Statements of Operations is as follows:

**(11)(12) Fair Value of Assets and Liabilities**

As of **September 30, 2023** **March 30, 2024** and **December 31, 2022** **December 30, 2023**, the Company held certain financial assets and liabilities that are required to be measured at fair value on a recurring basis. These consisted of the Company's derivative instruments **related to forward foreign exchange derivative contracts, interest rate derivative contracts** and deferred compensation plan liabilities. The fair values of forward foreign exchange derivative contracts are determined using the cash flows of the forward contracts, discount rates to account for the passage of time and current foreign exchange market data which are all based on inputs readily available in public markets and are categorized as Level 2. The fair values of **cross-currency swap** and **interest rate derivative contracts** are determined using the cash flows of the contracts, discount rates to account for the passage of time, current **foreign exchange** and **interest rate** market data and credit risk, which are all based on inputs readily available in public markets and are categorized as Level 2. The fair value of deferred compensation plan liabilities is based on readily available current market data and is categorized as Level 2. The Company's defined benefit pension plan investments are not required to be measured at fair value or disclosed on a quarterly recurring basis.

There were no changes during the quarter and nine months ended September 30, 2023 March 30, 2024 to the Company's valuation techniques used to measure asset and liability fair values on a recurring basis. As of and during the quarter and nine months ended September 30, 2023 March 30, 2024, the Company did not have any non-financial assets or liabilities that were required to be measured at fair value on a recurring basis or non-recurring basis.

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**Notes to Condensed Consolidated Financial Statements — (Continued)**  
(amounts in thousands, except per share data)  
(unaudited)

The following tables set forth by level within the fair value hierarchy the Company's financial assets and liabilities accounted for at fair value on a recurring basis.

		Assets (Liabilities) at Fair Value as of September 30, 2023			Assets (Liabilities) at Fair Value as of March 30, 2024		
		Quoted Prices In Significant			Quoted Prices In Significant		
		Active Markets		Other	Active Markets		Significant
		for Identical	Observable	Unobservable	for Identical	Other	Significant
		Assets	Inputs	Inputs	Assets	Inputs	Inputs
Total		(Level 1)	(Level 2)	(Level 3)	Total	(Level 1)	(Level 2)
Forward foreign exchange contracts - assets	Forward foreign exchange contracts - assets	\$12,082	\$ —	\$ 12,082	\$ —		
Interest rate contracts - assets	Interest rate contracts - assets	7,169	—	7,169	—		
Forward foreign exchange contracts - liabilities	Forward foreign exchange contracts - liabilities	(385)	—	(385)	—		
Total derivative contracts							
Total derivative contracts							
Total derivative contracts	Total derivative contracts	18,866	—	18,866	—		
Deferred compensation plan liability	Deferred compensation plan liability	(14,876)	—	(14,876)	—		
Total	Total	\$ 3,990	\$ —	\$ 3,990	\$ —		

Assets (Liabilities) at Fair Value as of December 31, 2022						
	Quoted Prices In			Significant		
	Active Markets		Other	Significant		
	for Identical		Observable	Unobservable		
	Assets		Inputs		Inputs	
	Total	(Level 1)		(Level 2)		(Level 3)
Forward foreign exchange contracts - assets	\$ 7,404	—	\$ 7,404	—	\$ —	—
Cross-currency swap contracts - assets	17,510	—	17,510	—	—	—
Forward foreign exchange contracts - liabilities	(6,282)	—	(6,282)	—	—	—
Cross-currency swap contracts - liabilities	(28,005)	—	(28,005)	—	—	—
Total derivative contracts	(9,373)	—	(9,373)	—	—	—

Deferred compensation plan liability	(16,096)	—	(16,096)	—
Total	\$ (25,469)	\$ —	\$ (25,469)	\$ —

#### HANESBRANDS INC.

#### Notes to Condensed Consolidated Financial Statements — (Continued)

(amounts in thousands, except per share data)

(unaudited)

	Assets (Liabilities) at Fair Value as of December 30, 2023					
			Quoted Prices In	Significant		
			Active Markets	Other	Observable	Significant
		for Identical	Assets	Inputs	Inputs	Inputs
		(Level 1)	(Level 2)	(Level 2)	(Level 3)	(Level 3)
		Total				
Forward foreign exchange contracts - assets	\$ 199	\$ —	\$ 199	\$ —	\$ —	\$ —
Interest rate contracts - assets	23	—	—	23	—	—
Forward foreign exchange contracts - liabilities	(5,582)	—	—	(5,582)	—	—
Interest rate contracts - liabilities	(5,929)	—	—	(5,929)	—	—
Total derivative contracts	(11,289)	—	—	(11,289)	—	—
Deferred compensation plan liability	(16,001)	—	—	(16,001)	—	—
Total	\$ (27,290)	\$ —	\$ —	\$ (27,290)	\$ —	\$ —

#### Fair Value of Financial Instruments

The carrying amounts of cash and cash equivalents, trade accounts receivable and accounts payable approximated fair value as of **September 30, 2023** **March 30, 2024** and **December 31, 2022** **December 30, 2023**. The carrying amount of trade accounts receivable included allowance for doubtful accounts, chargebacks and other deductions of **\$51,089** **\$43,211** and **\$52,023** **\$50,174** as of **September 30, 2023** **March 30, 2024** and **December 31, 2022** **December 30, 2023**, respectively. The fair value of debt, which is classified as a Level 2 liability, was **\$3,488,327** **\$3,314,816** and **\$3,697,856** **\$3,259,299** as of **September 30, 2023** **March 30, 2024** and **December 31, 2022** **December 30, 2023**, respectively. Debt had a carrying value of **\$3,606,500** **\$3,333,500** and **\$3,872,275** **\$3,336,750** as of **September 30, 2023** **March 30, 2024** and **December 31, 2022** **December 30, 2023**, respectively. The fair values were estimated using quoted market prices as provided in secondary markets, which consider the Company's credit risk and market related conditions.

#### (12)(13) Business Segment Information

The Company's operations are managed and reported in three operating segments, each of which is a reportable segment for financial reporting purposes: Innerwear, Activewear and International. These segments are organized principally by product category and geographic location. Each segment has its own management team that is responsible for the operations of the segment's businesses, but the segments share a common supply chain and media and marketing platforms. Other consists of the Company's U.S.-based outlet stores, U.S. Sheer Hosiery business which was sold on September 29, 2023 and certain sales from its supply chain and transitional services with to the European Innerwear business which was sold on March 5, 2022. In the fourth quarter of 2021, the Company reached the decision to divest its U.S. Sheer Hosiery business, including the Leggs brand, as part of its strategy to streamline its portfolio under its Full Potential transformation plan and completed the sale to AllStar on September 29, 2023. See Note "Assets and Liabilities Held for Sale" for additional information regarding the U.S. Sheer Hosiery business and the sale of the European Innerwear business.

#### HANESBRANDS INC.

#### Notes to Condensed Consolidated Financial Statements — (Continued)

(amounts in thousands, except per share data)

(unaudited)

The types of products and services from which each reportable segment derives its revenues are as follows:

- Innerwear includes sales in the United States of basic branded apparel products that are replenishment in nature under the product categories of men's underwear, women's panties, children's underwear and socks, and intimate apparel, which includes bras and shapewear.
- Activewear includes sales in the United States of branded activewear and outerwear products that are primarily seasonal in nature to both retailers and wholesalers, as well as licensed sports apparel and licensed logo apparel.
- International primarily includes sales of the Company's innerwear and activewear products outside the United States, primarily in Australia, Europe, Asia, Latin America and Canada.

**HANESBRANDS INC.**

**Notes to Condensed Consolidated Financial Statements — (Continued)**  
**(amounts in thousands, except per share data)**  
**(unaudited)**

The Company evaluates the operating performance of its segments based upon segment operating profit, which is defined as operating profit before general corporate expenses, restructuring and other action-related charges and amortization of intangibles. The accounting policies of the segments are consistent with those described in Note "Summary of Significant Accounting Policies" to the Company's consolidated financial statements included in its Annual Report on Form 10-K for the year ended **December 31, 2022** December 30, 2023.

	Quarters Ended		Nine Months Ended	
	September 30, 2023	October 1, 2022	September 30, 2023	October 1, 2022
<b>March 30, 2024</b>				
<b>March 30, 2024</b>				
<b>Net sales:</b>				
<b>Net sales:</b>				
<b>Net sales:</b>	<b>Net sales:</b>			
Innerwear	Innerwear	\$ 622,567	\$ 625,082	\$ 1,881,452
Innerwear				\$ 1,889,807
Innerwear				
Activewear				
Activewear				
Activewear	Activewear	383,600	461,043	966,089
International	International	440,923	502,066	1,311,509
International				1,436,384
International				
Other				
Other				
Other	Other	64,216	82,550	180,646
Total net sales	Total net sales	<u>\$ 1,511,306</u>	<u>\$ 1,670,741</u>	<u>\$ 4,339,696</u>
Total net sales				<u>\$ 4,760,364</u>
Total net sales				

	Quarters Ended		Nine Months Ended	
	September 30, 2023	October 1, 2022	September 30, 2023	October 1, 2022
<b>Quarters Ended</b>				
<b>Quarters Ended</b>				
<b>Quarters Ended</b>				
<b>March 30, 2024</b>				
<b>March 30, 2024</b>				
<b>March 30, 2024</b>				
<b>Segment operating profit:</b>				
<b>Segment operating profit:</b>				

Segment operating profit:		Segment operating profit:					
Innerwear	Innerwear	\$	108,970	\$	99,797	\$	305,546
Innerwear							\$ 343,602
Innerwear							
Activewear							
Activewear							
Activewear	Activewear		24,853		53,491		31,740
International	International		56,130		69,890		140,060
International							125,332
International							215,281
Other							
Other							
Other	Other		3,351		4,839		(5,479)
Total segment operating profit	Total segment operating profit		193,304		228,017		471,867
Total segment operating profit							693,716
Items not included in segment operating profit:							
Items not included in segment operating profit:							
Items not included in segment operating profit:	Items not included in segment operating profit:						
General corporate expenses	General corporate expenses		(42,680)		(52,639)		(155,595)
General corporate expenses							(174,707)
General corporate expenses							
Restructuring and other action-related charges							
Restructuring and other action-related charges							
Restructuring and other action-related charges	Restructuring and other action-related charges		(77,071)		(26,451)		(101,253)
Restructuring and other action-related charges							(37,633)
Amortization of intangibles	Amortization of intangibles		(7,591)		(7,483)		(22,334)
Amortization of intangibles							(22,166)
Amortization of intangibles							
Amortization of intangibles							
Total operating profit							
Total operating profit							
Total operating profit	Total operating profit		65,962		141,444		192,685
Other expenses	Other expenses		(9,111)		(3,212)		(31,145)
Other expenses							(6,088)
Other expenses							
Interest expense, net	Interest expense, net		(72,609)		(41,721)		(205,666)
Interest expense, net							(107,408)
Income (loss) from continuing operations before income tax expense		\$	(15,758)	\$	96,511	\$	(44,126)
Interest expense, net							\$ 345,714
Interest expense, net							

Loss before income taxes
Loss before income taxes
Loss before income taxes

The Company incurred restructuring and other action-related charges that were reported in the following lines in the Condensed Consolidated Statements of Operations:

	Quarters Ended	
	March 30, 2024	April 1, 2023
	\$	\$
Cost of sales	506	4,523
Selling, general and administrative expenses	31,215	1,598
Total included in operating profit	31,721	6,121
Other expenses	—	8,350
Interest expense, net	—	(1,254)
Total included in loss before income taxes	31,721	13,217
Income tax expense	—	—
Total restructuring and other action-related charges	\$ 31,721	\$ 13,217

#### HANESBRANDS INC.

##### Notes to Condensed Consolidated Financial Statements — (Continued)

(amounts in thousands, except per share data)

(unaudited)

The Company incurred restructuring and other action-related charges that were reported in the following lines in the Condensed Consolidated Statements of Operations:

	Quarters Ended		Nine Months Ended	
	September 30, 2023	October 1, 2022	September 30, 2023	October 1, 2022
	\$	\$	\$	\$
Cost of sales	65,634	13,102	70,409	14,133
Selling, general and administrative expenses	11,437	13,349	30,844	23,500
Total included in operating profit	77,071	26,451	101,253	37,633
Other expenses	—	—	8,350	—
Interest expense, net	—	—	(1,254)	—
Total included in income (loss) from continuing operations before income tax expense	77,071	26,451	108,349	37,633
Income tax expense	4,263	4,493	4,263	6,394
Total restructuring and other action-related charges	\$ 72,808	\$ 21,958	\$ 104,086	\$ 31,239

The components of restructuring and other action-related charges were as follows:

	Quarters Ended		Nine Months Ended	
	September 30, 2023	October 1, 2022	September 30, 2023	October 1, 2022
	\$	\$	\$	\$
Global Champion performance plan	73,735	—	73,735	—
Full Potential transformation plan:				
Technology	1,013	2,622	8,296	9,052
Supply chain segmentation	660	13,298	5,435	14,587
Headcount actions and related severance	2,531	(18)	5,376	(1,112)
Professional services	165	6,020	3,813	21,014
(Gain) loss on sale of business and classification of assets held for sale	(1,558)	4,310	3,641	(6,558)
Other	525	219	957	650
Total Full Potential transformation plan	3,336	26,451	27,518	37,633

Total included in operating profit	77,071	26,451	101,253	37,633
Loss on extinguishment of debt included in other expenses	—	—	8,466	—
Gain on final settlement of cross currency swap contracts included in other expenses	—	—	(116)	—
Gain on final settlement of cross currency swap contracts included in interest expense, net	—	—	(1,254)	—
Total included in income (loss) from continuing operations before income tax expense	77,071	26,451	108,349	37,633
Discrete tax benefits	4,263	—	4,263	—
Tax effect on actions	—	4,493	—	6,394
Total benefit included in income tax expense	4,263	4,493	4,263	6,394
Total restructuring and other action-related charges	\$ 72,808	\$ 21,958	\$ 104,086	\$ 31,239

**HANESBRANDS INC.**

**Notes to Condensed Consolidated Financial Statements — (Continued)**

**(amounts in thousands, except per share data)**

**(unaudited)**

	Quarters Ended	
	March 30, 2024	April 1, 2023
Global Champion performance plan	\$ 16,752	\$ —
Full Potential transformation plan:		
Headcount actions and related severance	12,187	(1,091)
Supply chain segmentation	2,107	4,523
Professional services	490	40
Technology	181	3,684
Gain on classification of assets held for sale	—	(2,139)
Other	4	1,104
Total Full Potential transformation plan	14,969	6,121
Total included in operating profit	31,721	6,121
Loss on extinguishment of debt included in other expenses	—	8,466
Gain on final settlement of cross currency swap contracts included in other expenses	—	(116)
Gain on final settlement of cross currency swap contracts included in interest expense, net	—	(1,254)
Total included in loss before income taxes	31,721	13,217
Tax effect on actions	—	—
Total restructuring and other action-related charges	\$ 31,721	\$ 13,217

In the quarter and nine months ended September 30, 2023 March 30, 2024, restructuring and other action-related charges within operating profit included \$73,735 of charges \$16,752 associated with the Company's global Champion performance plan. The global Champion performance plan includes actions and related charges regarding the Company's accelerated and enhanced strategic initiatives to further streamline the operations and position the brand for long term profitable growth and the evaluation of strategic alternatives for the global Champion business. The charges in the quarter and nine months ended September 30, 2023 March 30, 2024 included \$59,432 of inventory write-downs \$16,449 primarily related to the execution of the channel, mix professional fees along with severance and product segmentation strategy including the exit of discontinued programs, other costs, which are reflected in the "Cost of Sales" line in the Condensed Consolidated Statements of Operations. These charges also include \$14,303 related to supply chain segmentation, store closures, severance "Selling, general and other costs, of which \$4,673 are reflected in the "Cost of Sales" administrative expenses" line in the Condensed Consolidated Statements of Operations and \$9,630 \$303 related to supply chain charges, which are reflected in the "Selling, general and administrative expenses" "Cost of Sales" line in the Condensed Consolidated Statements of Operations.

Restructuring and other action-related charges within operating profit also included \$3,336 \$14,969 and \$26,451 \$6,121 of charges related to the implementation of the Company's Full Potential transformation plan in the quarters ended September 30, 2023 March 30, 2024 and October 1, 2022 April 1, 2023, respectively. Full Potential transformation plan charges in the quarter ended September 30, 2023 March 30, 2024 included a gain of \$1,558 \$12,187 related to headcount actions and related severance resulting from operating model initiatives and \$1,940 related to supply chain segmentation charges to align the Company's distribution network with its Full Potential transformation plan initiatives, which are reflected in the "Selling, general and administrative expenses" line in the Condensed Consolidated Statements of Operations. Full potential transformation plan charges in the quarters ended March 30, 2024 and April 1, 2023 also included charges of \$167 and \$4,523, respectively, which are reflected in the "Cost of Sales" line in the Condensed Consolidated Statements of Operations, resulting from the sale of related to supply chain segmentation charges to restructure and position the Company's U.S. Sheer Hosiery business manufacturing network to AllStar on September 29, 2023 align with its Full potential transformation plan demand trends. Full Potential transformation plan charges in the quarter ended October 1, 2022 April 1, 2023 included a non-cash loss gain of \$4,310 \$2,139, which are reflected in the "Selling, general and

administrative expenses" line in the Condensed Consolidated Statements of Operations, to adjust the valuation allowance related to the U.S. Sheer Hosiery business resulting primarily from changes in carrying value due to changes in working capital. See Note "Assets and Liabilities Held for Sale" for additional information regarding the U.S. Sheer Hosiery business. Full potential transformation plan charges in the quarters ended September 30, 2023 and October 1, 2022 also included charges of \$660 and \$13,298, respectively, which are reflected in the "Cost of Sales" line in the Condensed Consolidated Statements of Operations, related to supply chain segmentation charges to restructure and position the Company's manufacturing network to align with its Full potential transformation plan demand trends.

Restructuring and other action-related charges within operating profit included \$27,518 and \$37,633 of charges related to the implementation of the Company's Full Potential transformation plan in the nine months ended September 30, 2023 and October 1, 2022, respectively. Full Potential transformation plan charges in the nine months ended September 30, 2023 included a loss, net of proceeds, of \$3,641, which is reflected in the "Selling, general and administrative expenses" line in the Condensed Consolidated Statements of Operations, resulting from the sale of the Company's U.S. Sheer Hosiery business to AllStar on September 29, 2023 and to adjust the valuation allowance related to the U.S. Sheer Hosiery business resulting primarily from changes in carrying value due to changes in working capital. Full Potential transformation plan charges in the nine months ended October 1, 2022 included a non-cash gain of \$6,558, which is reflected in the "Selling, general and administrative expenses" line in the Condensed Consolidated Statements of Operations, to adjust the valuation allowance related to the U.S. Sheer Hosiery business resulting primarily from changes in carrying value due to changes in working capital. See Note "Assets and Liabilities Held for Sale" for additional information regarding the U.S. Sheer Hosiery business. Full potential transformation plan charges in the nine months ended September 30, 2023 and October 1, 2022 also included charges of \$5,435 and \$14,587, respectively, which are reflected in the "Cost of Sales" line in the Condensed Consolidated Statements of Operations, related to supply chain segmentation charges to restructure and position the Company's manufacturing network to align with its Full potential transformation plan demand trends.

The remaining Full Potential transformation plan restructuring and other action-related charges within operating profit include technology charges which relate to the implementation of the Company's technology modernization initiative including the implementation of a global enterprise resource planning platform and charges for professional services primarily including consulting and advisory services related to the implementation of the Full Potential transformation plan and charges related to headcount actions and related severance resulting from operating model initiatives, plan.

#### HANESBRANDS INC.

##### Notes to Condensed Consolidated Financial Statements — (Continued)

(amounts in thousands, except per share data)

(unaudited)

In the nine months quarter ended September 30, 2023 April 1, 2023, the Company recorded a charge of \$8,466 in restructuring and other action-related charges related to the redemption of its 4.625% Senior Notes and 3.5% Senior Notes. The charge, which is recorded in the "Other expenses" line in the Condensed Consolidated Statements of Operations, included a payment of \$4,632 for a required make-whole premium related to the redemption of the 3.5% Senior Notes and a non-cash charge of \$3,834 for the write-off of unamortized debt issuance costs related to the redemption of the 4.625% Senior Notes and the 3.5% Senior Notes. See Note "Debt" for additional information. Additionally, in the nine months quarter ended September 30, 2023 April 1, 2023, in connection with the redemption of the 3.5% Senior Notes, the Company unwound the related cross-currency swap contracts previously designated as cash flow hedges and the remaining gain in AOCI of \$1,254 was released into earnings at the time of settlement which is recorded in the "Interest expense, net" line in the Condensed Consolidated Statements of Operations. See Note "Financial Instruments" for additional information.

Restructuring and other action-related charges in the quarter and nine months ended September 30, 2023 included discrete tax benefits representing an adjustment to non-cash reserves established at December 31, 2022 related to deferred taxes established for Swiss statutory impairments, which are not indicative of the Company's core operations. In the quarter and nine months ended October 1, 2022, restructuring and other action-related charges included the tax effect on actions, which represents the applicable effective tax rate on the restructuring and other action-related charges based on the jurisdiction of where the charges were incurred.

At December 31, 2022 December 30, 2023, the Company had an accrual of \$16,170 \$10,890 for expected benefit payments related to actions taken in prior years. During the nine months quarter ended September 30, 2023 March 30, 2024, the Company approved actions related to the Company's global Champion performance plan and actions to align the Company's workforce and manufacturing and distribution network with its Full Potential transformation plan initiatives and actions related to the Company's global Champion performance plan resulting in charges of \$12,669 \$12,675 for employee termination and other benefits for employees affected by the actions. These charges in the nine months ended September 30, 2023 are included \$3,632 in the "Cost of sales" line in the Condensed Consolidated Statements of Operations that are reflected in the "Supply chain segmentation" and the "Global Champion performance plan" lines in the restructuring and other action-related charges table above and \$9,037 in the "Selling, general and administrative expenses" line in the Condensed Consolidated Statements of Operations that and are reflected in the "Headcount actions and related severance" and the "Global Champion performance plan" and the "Headcount actions and related severance" lines in the restructuring and other action-related charges table above. During the nine months quarter ended September 30, 2023 March 30, 2024, the Company made benefit payments and other adjustments of \$13,319, \$7,335, resulting in an ending accrual of \$15,520 \$16,230 which is included in the "Accrued liabilities" line of the Condensed Consolidated Balance Sheets at September 30, 2023 March 30, 2024.

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

This management's discussion and analysis of financial condition and results of operations, or MD&A, contains forward-looking statements that involve risks and uncertainties. Please see "Forward-Looking Statements" in this Quarterly Report on Form 10-Q for a discussion of the uncertainties, risks and assumptions associated with these statements. This discussion should be read in conjunction with our historical financial statements and related notes thereto and the other disclosures contained elsewhere in this Quarterly Report on Form 10-Q. The unaudited condensed consolidated interim financial statements and notes included herein should be read in conjunction with our audited consolidated financial

statements and notes for the year ended December 31, 2022 December 30, 2023, which were included in our Annual Report on Form 10-K filed with the SEC. Securities and Exchange Commission. The results of operations for the periods reflected herein are not necessarily indicative of results that may be expected for the full year or future periods, and our actual results may differ materially from those expressed in or implied by the forward-looking statements as a result of various factors, including but not limited to those included elsewhere in this Quarterly Report on Form 10-Q and those included in the listed under Part I, Item 1A. "Risk Factors" section and included elsewhere in our Annual Report on Form 10-K for the year ended December 31, 2022 December 30, 2023. In particular, among others, statements with respect to trends associated with our business, our multi-year growth strategy ("Full Potential transformation plan"), our global Champion performance plan, our strategic review process for Champion, our expectations regarding the impacts of the ransomware attack announced May 31, 2022, future intangible assets or goodwill impairment due to changes in our business, our expectations regarding liquidity and our ability to maintain compliance with the covenants in our Senior Secured Credit Facility (as defined below) and our future financial performance included in this MD&A include forward-looking statements.

## Overview

Hanesbrands Inc. (collectively with its subsidiaries, "we," "us," "our," or the "Company") is a socially responsible leading marketer of global leader in branded everyday basic innerwear and activewear apparel in the Americas, Australasia, Australia, Europe and Asia under some of the world's strongest apparel brands, including Hanes, Champion, Bonds, Bali, Maidenform Bali, Bras N Things, Playtex, Wonderbra, Gear for Sports, Berlei, Comfortwash, Alternative and JMS/Just My Size Gear for Sports, Wonderbra, Berlei, Comfortwash and Alternative. We design, manufacture, source and sell a broad range of basic innerwear apparel, such as T-shirts, bras, panties, shapewear, underwear and socks, and as well as activewear produced products that are manufactured or sourced in our low-cost global supply chain. Our products are marketed broadly distributed and available to consumers shopping where, when and how they want to shop, including in mass merchants, mid-tier and department stores, specialty stores, and the consumer-directed channel, which includes our owned company-owned retail locations, stores, as well as e-commerce sites, sites, both retailer and company-owned websites. Our portfolio of leading brands hold either is designed to address the number one or number two market position by units sold in many needs and wants of the product categories various consumer segments across a broad range of basic apparel products and geographies in which we compete. our brands have strong consumer positioning that helps distinguish them from competitors.

### Our Segments

Our operations are managed and reported in three operating segments, each of which is a reportable segment for financial reporting purposes: Innerwear, Activewear and International. These segments are organized principally by product category and geographic location. Each segment has its own management team that is responsible for the operations of the segment's businesses, but the segments share a common supply chain and media and marketing platforms. Other consists of our U.S.-based outlet stores, U.S. Sheer Hosiery business which was sold on September 29, 2023 and certain sales from our supply chain to the European Innerwear business. We completed business which was sold on March 5, 2022. See Note "Assets and Liabilities Held for Sale" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q for additional information regarding the sale of our U.S. Sheer Hosiery business to AllStar Hosiery LLC ("AllStar"), an affiliate of AllStar Marketing Group, LLC, on September 29, 2023 and as previously disclosed, we completed the sale of the European Innerwear business on March 5, 2022. business.

### Our Key Business Strategies

Our business strategy integrates our brand superiority, industry-leading innovation and low-cost global supply chain to provide higher value products while lowering production costs. We operate in the global innerwear and global activewear apparel categories. These are stable, heavily branded categories where we have a strong consumer franchise based on a global portfolio of industry-leading brands that we have built over multiple decades, through hundreds of millions of direct interactions with consumers. Our Full Potential transformation plan focuses is based on four pillars to drive becoming a consumer-focused company that generates consistent growth and enhance long-term profitability returns over time. Our plan is designed to re-energize and identifies the current initiatives to unlock growth. Our four pillars of growth are reignite our Innerwear business by delivering consumer-driven innovation and attracting younger consumers; to grow the Champion brand globally, drive through improved product and channel segmentation and expanding the brand across categories and geographies; to become a more consumer-focused organization that delivers products consumers want; and, to simplify our business and our portfolio. The key enablers to unlock our growth in Innerwear with brands and products that appeal to younger consumers, build e-commerce excellence across channels and streamline opportunities include segmenting our global portfolio. In order to deliver this growth supply chain, increasing revenue-generating investments in our brands, technology and create people, as well as building a more efficient and productive business model, winning culture.

Over the last three years, we have launched a multi-year experienced several unanticipated challenges, including significant cost savings program intended inflation, market disruption and consumer-demand headwinds. Despite the challenging global operating environment, we have been able to self-fund balance the near-term management of the business with making the long-term investments necessary to achieve execute our strategy and transform the Full Potential transformation plan's objectives. Company. During this time, we have made meaningful progress on several of our strategic initiatives. We have pivoted our U.S. Innerwear business back to gaining market share, which has been driven by the launch of new innovation, increased marketing investments in our brands and improved on-shelf product availability. We have simplified our portfolio by selling our European Innerwear and U.S. Sheer Hosiery businesses. We have also simplified our business by improving inventory management capabilities, including SKU reduction and disciplined lifecycle management, as well as globalizing our innerwear design and innovation processes. We have segmented our supply chain, which has reduced lead times, improved efficiencies and reduced costs. We have also increased investments in brand marketing, technology, digital tools and talent. We remain highly confident that our strong brand portfolio, world-class supply chain and diverse category and geographic footprint will help us unlock our full potential, deliver long-term growth and create stockholder value, value over time.

We announced in Over the past several years, we have made significant structural improvements to our Champion business and most recently through a global Champion performance plan that is comprised of an accelerated and enhanced channel, mix and product segmentation strategy geared toward improving Champion's brand position, regaining momentum and positioning the business for long-term profitable growth. These improvements highlighted an even greater distinction between our innerwear and activewear businesses, which created an opportunity for the Company to evaluate strategic alternatives for our global Champion business. In September of 2023, we announced that our Board of Directors and executive leadership team, with the assistance of financial and legal advisors, are were undertaking an evaluation of strategic alternatives for the global Champion business. As part of this process, the Board of Directors will consider is considering a broad range of alternatives to maximize shareholder value, including, among others, a potential sale or other strategic transaction, as well as continuing to operate the business as part of the Company. There can be no assurance that our assessment process for the global Champion business will result in the Company pursuing any particular transaction or other strategic outcome regarding Champion. We have not set a timetable for completion of this

process and may suspend or terminate the review at any time. We do not intend to make any further announcements regarding the evaluation of strategic alternatives for the global Champion business unless and until we determine that further disclosure is appropriate or necessary.

In connection with this process, As previously disclosed, we continued to make significant structural improvements through a global Champion performance plan that is comprised of an accelerated and enhanced channel, mix and product segmentation strategy geared toward improving Champion's brand position, regaining momentum and positioning the business for long-term profitable growth and the evaluation of strategic alternatives for the global Champion business.

In the first quarter of 2021, we announced that we reached the decision to exit our European Innerwear business as part of our strategy to streamline our portfolio under our Full Potential transformation plan and determined that this business met held-for-sale and discontinued operations accounting criteria. Accordingly, we began to separately report the results of our European Innerwear business as discontinued operations in our Condensed Consolidated Statements of Operations, and to present the related assets and liabilities as held for sale in the Condensed Consolidated Balance Sheets. On November 4, 2021, we announced that we reached an agreement to sell our European Innerwear business to an affiliate of Regent, L.P. and completed the sale on March 5, 2022. See Note "Assets and Liabilities Held for Sale" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q for additional information.

In addition, in the fourth quarter of 2021, we reached the decision to divest our U.S. Sheer Hosiery business, including the L'eggs brand, as part of our strategy to streamline our portfolio under our Full Potential transformation plan and determined that this business met held-for-sale accounting criteria. We completed the sale of our U.S. Sheer Hosiery business to AllStar on September 29, 2023 for approximately \$3 million in total proceeds. The related assets and liabilities of our U.S. Sheer Hosiery business were presented as held for sale in the Condensed Consolidated Balance Sheets at December 31, 2022 and October 1, 2022 April 1, 2023. The operations of our U.S. Sheer Hosiery business were reported in "Other" for all periods presented the first quarter of 2023 in Note "Business Segment Information" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q. See Note "Assets and Liabilities Held for Sale" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q for additional information.

We seek to generate strong cash flow through effectively optimizing our capital structure and managing working capital levels. We recently In January 2023, we shifted our capital allocation strategy to focus the use of all our free cash flow (cash from operations less capital expenditures) on reducing debt and bringing our leverage back to a range that is no greater than two to three times on a net debt-to-adjusted EBITDA basis. Adjusted EBITDA is defined as earnings before interest, taxes, depreciation and amortization excluding restructuring and other action-related costs and certain other losses, charges and expenses. Net debt is defined as the total of current debt, long-term debt, and borrowings under the accounts receivable securitization facility (excluding long-term debt issuance costs) less other debt and cash adjustments and cash and cash equivalents.

#### Ransomware Attack

As previously disclosed, on May 24, 2022, we identified that we had become subject to a ransomware attack and activated our incident response and business continuity plans designed to contain the incident. As part of our forensic investigation and assessment of the impact, we determined that certain of our information technology systems were affected by the ransomware attack.

Upon discovering the incident, we took a series of measures to further safeguard the integrity of our information technology systems, including working with cybersecurity experts to contain the incident and implementing business continuity plans to restore and support continued operations. These measures also included resecuring data, remediation of the malware across infected machines, rebuilding critical systems, global password reset and enhanced security monitoring. We notified appropriate law enforcement authorities as well as certain data protection regulators. In addition to our public announcements of the incident, we provided breach notifications and regulatory filings as required by applicable law starting in August 2022, and that notification process is complete. We believe the incident has been contained, we have restored our critical information technology systems, and manufacturing, retail and other internal operations continue. There is no ongoing operational impact on our ability to provide our products and services. We maintain insurance, including coverage for cyber-attacks, subject to certain deductibles and policy limitations, in an amount that we believe appropriate.

We are named in a putative class action in connection with our previously disclosed ransomware incident, entitled *Toussaint et al. v. HanesBrands, [sic] Inc.* This lawsuit is pending in the United States District Court for the Middle District of North Carolina, and follows the consolidation of two previously pending lawsuits, entitled *Roman v. HanesBrands, [sic] Inc.*, and *Toussaint v. HanesBrands, [sic] Inc.* The lawsuit alleges, among other things, negligence, negligence per se, breach of implied contract, invasion of privacy, unjust enrichment, breach of implied covenant of good faith and fair dealing and unfair business practices under the California Business and Professions Code. The pending lawsuit seeks, among other things, monetary and injunctive relief. We are vigorously defending the pending matter and believe the case is without merit. We do not expect any of these claims, individually or in the aggregate, to have a material adverse effect on our consolidated financial

position or results of operations. However, at this early stage in the proceedings, we are not able to determine the probability of the outcome of this matter or a range of reasonably expected losses, if any.

During the third quarter of 2023, we recognized a benefit related to business interruption insurance proceeds of approximately \$18 million, of which \$15 million was received during the quarter. During the nine months of 2023, we recognized a benefit related to business interruption insurance proceeds of approximately \$24 million, of which approximately \$21 million was received during the nine months of 2023. The remaining receivable for the expected final payment was recognized in the "Other current assets" line in the Condensed Consolidated Balance Sheets at September 30, 2023 and was received in October 2023. The business interruption insurance proceeds received were primarily related to the recovery of lost profit from business interruptions. We recognized a benefit of approximately \$18 million and \$23 million, respectively, for the business interruption insurance proceeds in the "Cost of sales" line of the Condensed Consolidated Statements of Operations during the third quarter and nine months of 2023. We recognized a benefit of approximately \$1 million for the reimbursement of costs related primarily to legal fees in the "Selling, general and administrative expenses" line of the Condensed Consolidated Statements of Operations during the nine months of 2023.

During the third quarter and nine months of 2022, we incurred costs of approximately \$1 million and \$16 million, net of expected insurance recoveries, respectively, related to the ransomware attack. The costs, net of expected insurance recoveries, incurred during the third quarter of 2022 primarily related to information technology and legal fees and are reflected in the "Selling, general and administrative expenses" line of the Condensed Consolidated Statements of Operations. The costs incurred during the nine months of 2022 included approximately \$14 million primarily related to supply chain disruptions, which are reflected in the "Cost of sales" line of the Condensed Consolidated Statements of

Operations and approximately \$2 million, net of expected insurance recoveries, primarily related to information technology, legal and consulting fees, which are reflected in the "Selling, general and administrative expenses" line of the Condensed Consolidated Statements of Operations.

Although we expect to incur minimal costs, primarily for legal fees, related to the ransomware attack, we cannot determine, at this time, the full extent of any proceedings or additional costs or expenses related to the security event or whether such impact will ultimately have a material adverse effect.

#### **Goodwill and Indefinite-lived Intangible Assets**

Goodwill and indefinite-lived intangible assets are evaluated for impairment at least annually as of the first day of the third quarter, or more frequently if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit or intangible asset below its carrying value. In connection with the annual impairment analysis, we perform a quantitative assessment utilizing an income approach to estimate the fair values of our reporting units and certain indefinite-lived intangible assets. The most significant assumptions used to estimate the fair values of the reporting units and certain indefinite-lived intangible assets include the weighted average cost of capital, revenue growth rate, terminal growth rate and operating profit margin.

During the third quarter of 2023, we completed our annual quantitative impairment analysis for each reporting unit and the respective goodwill balances. While the analysis indicated that all reporting units had fair values that exceeded their carrying values, we noted meaningful declines in the fair value cushion above the carrying value for three reporting units. The decline in the U.S. Activewear reporting unit fair value cushion was driven by the continued challenging activewear market dynamics and the impact of continued strategic actions geared toward improving *Champion's* brand position, regaining momentum and positioning the business for long-term profitable growth through a more disciplined product and channel segmentation approach, a shift in mix and assortment changes, which continue to weigh on the reporting unit's financial results and resulted in a fair value that exceeded the carrying value by less than 10% at the time the analysis was performed. The decline in the fair value cushions of the Champion Europe and Australia reporting units was primarily driven by continued macroeconomic pressures impacting consumer spending which resulted in fair value cushions that exceeded their carrying values by less than 15% at the time the analysis was performed. As a result, the goodwill associated with these three reporting units was considered to be at a higher risk for future impairment if economic conditions worsen or reporting unit earnings and operating cash flows do not recover as currently estimated by management. As of September 30, 2023, the combined goodwill associated with these three reporting units was approximately \$678 million.

We also completed our annual quantitative impairment analysis for certain indefinite-lived intangible assets during the third quarter of 2023. The analysis indicated that the indefinite-lived intangible assets had fair values that exceeded their carrying values by more than 20% at the time the analysis was performed.

Although we determined that no impairment existed for our goodwill or indefinite-lived intangible assets as of September 30, 2023, these assets could be at risk for future impairment due to changes in our business or global economic conditions.

#### **Financing Arrangements**

In November 2023, given the continuing uncertain economic environment and the associated potential impact on future earnings, we amended the credit agreement governing our Senior Secured Credit Facility prior to any potential future covenant violation in order to modify the financial covenants and to provide greater strategic financial flexibility. See Note "Debt" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q for additional information.

In June 2023, we amended the ARS Facility. This amendment extended the maturity date to May 2024 with no change to the quarterly fluctuating facility limit, which was \$225 million as of September 30, 2023. Additionally, the amendment created two pricing tiers based on a consolidated net total leverage ratio of 4.50 to 1.00. See Note "Debt" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q for additional information.

In February and March of 2023, we refinanced our debt structure to provide greater near-term financial flexibility given the uncertainty within the current macroeconomic environment. The refinancing consisted of entering into a new senior secured term loan B facility in an aggregate principal amount of \$900 million due in 2030 (the "Term Loan B"), issuing \$600 million aggregate principal amount of 9.000% senior unsecured notes due in 2031 (the "9.000% Senior Notes") and redeeming our 4.625% senior notes due in May 2024 (the "4.625% Senior Notes") and our 3.5% senior notes due in June 2024 (the "3.5% Senior Notes"). Additionally, in November 2022 and in February 2023, given the economic conditions and the associated potential impact on future earnings, we amended the credit agreement governing our Senior Secured Credit Facility to modify the financial covenants in order to avoid a potential covenant violation and to provide operating flexibility. See Note "Debt" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q for additional information.

#### **Impact of the Macroeconomic Pressures on Our Business**

The global macroeconomic pressures caused by the lingering effects from the COVID-19 pandemic continue to impact our business operations and financial results, as described in more detail under "Condensed Consolidated Results of Operations - Third First Quarter Ended September 30, 2023 March 30, 2024 Compared with Third First Quarter Ended October 1, 2022" and "Condensed Consolidated Results of Operations - Nine Months Ended September 30, 2023 Compared with Nine Months Ended October 1, 2022 April 1, 2023" below, primarily through reduced traffic consumer-demand headwinds and closures of Company-operated increased interest rates which has pressured sales and third-party retail locations in certain markets, global supply chain disruptions and higher levels of inflation due to factory disruptions, port congestion, transportation delays as well as labor and container shortages, which resulted in higher operating and financing costs causing pressure on our gross and net operating profit. At results. Despite the height challenging global operating environment, we have been able to balance near term management of the global supply chain disruptions in 2022, we experienced delayed business with implementing changes to execute our strategy to transform the Company. We have simplified the business by improving inventory orders which, in turn, resulted in the inability to fulfill certain customer orders management capabilities through continued SKU discipline and decreased product availability in our Company-owned stores and e-commerce sites which negatively impacted our net revenues and increased net inventory levels. We took aggressive measures in 2022 to focus on reducing inventory units, including manufacturing time-out costs which reduced our inventory units by 6% at the end of 2022 compared to 2021. lifecycle management. Gross and operating margin pressure continued in the first half of fiscal 2023 as we continued to sell through our higher-cost inventory. We expect segment gross and operating margin pressure pressures began to ease in the second half of 2023 and continued in 2024 as lower cost inventory currently being produced is was sold and we anniversary the manufacturing time-out costs related to our inventory reduction initiatives in 2022. benefited from various cost savings initiatives. The future impact of the global macroeconomic pressures, including the COVID-19 pandemic, supply chain disruptions, inflation consumer demand headwinds and higher interest rates, remain highly uncertain, and our business and results of operations, including our net revenues, earnings and cash flows, could continue to be adversely impacted.

**Outlook** See the related risk factors under Part I, Item 1A. "Risk Factors" in our Annual Report on Form 10-K for 2023

We estimate our 2023 guidance as follows:

- Net sales of approximately \$5.70 billion, net of approximately \$65 million of unfavorable foreign currency exchange impact;
- Operating profit of approximately \$309 million, net of approximately \$10 million of unfavorable foreign currency exchange impact;
- Pretax restructuring and other action-related charges totaling \$123 million including Full Potential transformation plan-related charges of approximately \$31 million and global Champion performance plan-related charges of approximately \$85 million, both included in operating profit, and refinancing charges of approximately \$7 million included in interest and other expenses;
- Interest expense and other expenses of approximately \$317 million combined;
- Tax expense from continuing operations of approximately \$71 million;
- Diluted loss per share from continuing operations of approximately \$(0.22);
- Cash flow from operating activities of approximately \$500 million; and

  

- Capital investments of approximately \$100 million, including capital expenditures of \$50 million within investing cash flow activities and cloud computing arrangements of \$50 million within operating cash flow activities.  
the year ended December 30, 2023.

#### Seasonality and Other Factors

Absent the effects of the COVID-19 pandemic, our operating results are typically subject to some variability due to seasonality and other factors. For instance, we have historically generated higher sales during the back-to-school and holiday shopping seasons and during periods of cooler weather, which benefits certain product categories such as fleece. Our diverse range of product offerings, however, typically mitigates some of the impact of seasonal changes in demand for certain items. Sales levels in any period are also impacted by our customers' decisions to increase or decrease their inventory levels of our categories in response to anticipated consumer demand.

demand or the overall inventory levels of their other product categories. Our customers may cancel orders, change delivery schedules or change the mix of products ordered with minimal notice to us. Media, advertising and promotion expenses may vary from period to period during a fiscal year depending on the timing of our advertising campaigns for retail selling seasons and product introductions.

Although the majority of our products are replenishment in nature and tend to be purchased by consumers on a planned, rather than on an impulse basis, our sales are impacted by discretionary consumer spending trends. Discretionary spending is affected by many factors that are outside of our control, including, among others, general business conditions, interest rates, inflation, consumer debt levels, the availability of consumer credit, currency exchange rates, taxation, energy prices, unemployment trends and other matters that influence consumer confidence and spending. Consumers' purchases of discretionary items, including our products, could decline during periods when disposable income is lower, when prices increase in response to rising costs, or in periods of actual or perceived unfavorable economic conditions. As a result, consumers may choose to purchase fewer of our products, to purchase lower-priced products of our competitors in response to higher prices for our products or may choose not to purchase our products at prices that reflect our price increases that become effective from time to time.

Inflation can have a long-term impact on us because increasing costs of materials and labor may impact our ability to maintain satisfactory margins. For example, the cost of the materials that are used in our manufacturing process, such as oil-related commodity prices and other raw materials, including cotton, dyes and chemicals, and other costs, such as fuel, energy and utility costs, can fluctuate as a result of inflation and other factors. Disruptions to the global supply chain due to factory closures, port congestion, transportation delays as well as labor and container shortages may negatively impact product availability, revenue growth and gross margins. We would work to mitigate the impact of the global supply chain disruptions through a combination of cost savings and operating efficiencies, as well as pricing actions, which could have an adverse impact on demand. Costs incurred for materials and labor are capitalized into inventory and impact our results as the finished goods inventory is sold. In addition, a significant portion of our products are manufactured in countries other than the United States and declines in the value of the U.S. dollar may result in higher manufacturing costs. Increases in inflation may not be matched by growth in consumer income, which also could have a negative impact on spending.

Changes in product sales mix can impact our gross profit as the percentage of our sales attributable to higher margin products, such as intimate apparel and men's underwear, and lower margin products, such as seasonal and replenishable activewear, fluctuate from time to time. In addition, sales attributable to higher and lower margin products within the same product category fluctuate from time to time. Our customers may change the mix of products ordered with minimal notice to us, which makes trends in product sales mix difficult to predict. However, certain changes in product sales mix are seasonal in nature, as sales of socks and fleece products generally have higher sales during the last two quarters (July to December) of each fiscal year as a result of cooler weather, back-to-school shopping and holidays, while other changes in product mix may be attributable to consumers' preferences and discretionary spending.

#### Key Financial Results from the Third First Quarter Ended September 30, 2023 March 30, 2024

Key financial results are as follows:

- Total net sales in the third first quarter of 2023 2024 were \$1.51 billion \$1.16 billion, compared with \$1.67 billion \$1.39 billion in the same period of 2022, 2023, representing a 10% 17% decrease.
- Operating profit decreased 53% 9% to \$66 million \$52 million in the third first quarter of 2023, 2024, compared with \$141 million \$57 million in the same period of 2022, 2023. As a percentage of sales, operating profit was 4.4% 4.5% in the third first quarter of 2023 compared to 8.5% 2024, representing an increase from 4.1% in the same period of 2022, 2023.

- Diluted loss per share from continuing operations was \$(0.11) in the **third** first quarter of **2023** **2024** compared with diluted earnings loss per share from continuing operations of \$0.23 \$(0.10) in the same period of **2022**, **2023**.

**Condensed Consolidated Results of Operations — **Third** First Quarter Ended **September 30, 2023** **March 30, 2024** Compared with **Third** First Quarter Ended **October 1, 2022** **April 1, 2023****

		Quarters Ended						Quarters Ended									
		September		October 1, 2022		Higher (Lower)		Percent Change		April 1, 2023		Higher (Lower)		Percent Change			
		(dollars in thousands)								(dollars in thousands)							
		30, 2023		October 1, 2022		Higher (Lower)		Percent Change		April 1, 2023		Higher (Lower)		Percent Change			
Net sales	Net sales	\$1,511,306	\$1,670,741	\$159,435	(9.5)%	Net sales	\$	1,156,201	\$ \$	1,389,410	\$ \$	(233,209)	(16.8)	(16.8)	%		
Cost of sales	Cost of sales	1,040,995	1,107,889	(66,894)	(6.0)												
Gross profit	Gross profit	470,311	562,852	(92,541)	(16.4)												
Selling, general and administrative expenses	Selling, general and administrative expenses	404,349	421,408	(17,059)	(4.0)												
Operating profit	Operating profit	65,962	141,444	(75,482)	(53.4)												
Other expenses	Other expenses	9,111	3,212	5,899	183.7												
Interest expense, net	Interest expense, net	72,609	41,721	30,888	74.0												
Income (loss) from continuing operations before income tax expense		(15,758)	96,511	(112,269)	(116.3)												
Loss before income taxes																	
Income tax expense	Income tax expense	23,041	16,410	6,631	40.4												
Income (loss) from continuing operations		(38,799)	80,101	(118,900)	(148.4)												
Income from discontinued operations, net of tax		—	—	—	NM												
Net income (loss)		\$ (38,799)	\$ 80,101	\$ (118,900)	(148.4)%												
Net loss																	
Net loss																	
Net loss								\$ (39,122)	\$ (34,404)	\$ (4,718)				13.7	%		

**Net Sales**

Net sales decreased 10% 17% during the third first quarter of 2024 compared to the first quarter of 2023 compared to the third quarter of 2022 primarily due to the decline in U.S. Activewear, the continued macro-driven slowdown impacting consumer spending across segments, expected discrete items impacting the Activewear segment, the divestiture of the U.S. Sheer Hosiery business in our international businesses prior year and the unfavorable impact from foreign currency exchange rates in our International business of approximately \$4 million partially offset by growth from product innovation and the impact of prior year business disruption caused by the ransomware attack on the business in the second quarter of 2022. \$15 million.

#### Operating Profit

Operating profit as a percentage of net sales was 4.4% 4.5% during the third first quarter of 2023, 2024, representing a decrease an increase from 8.5% 4.1% in the third first quarter of 2022, 2023. The operating margin decline increase resulted from approximately 150 basis points of unfavorable sales mix and approximately 135 565 net basis points of from the reduction in commodity and ocean freight costs, approximately 95 basis points of favorable business mix and approximately 80 basis points of net cost inflation reduction actions and efficiencies within our supply chain partially offset by approximately 120 270 basis points due to the deleverage of selling, general and administrative expenses resulting from the recovery of the business interruption insurance claim received during the current quarter related to the ransomware attack which occurred decline in the second quarter of 2022 sales volume and approximately 110 185 basis points related to manufacturing time-out costs associated with our inventory reduction actions taken in the third quarter of 2022, increased advertising and promotion expense. Included in operating profit were restructuring and other action-related charges of \$77 million \$32 million in the third first quarter of 2023, primarily 2024 related to our global Champion performance plan and \$26 million our Full Potential transformation plan and \$6 million in the third first quarter of 2022, 2023 related to the implementation of our Full Potential transformation plan, which resulted in a decline in operating margin of approximately 350 230 basis points.

#### Other Highlights

Other Expenses – Other expenses increased decreased \$6 million in the third quarter of 2023 compared to the third quarter of 2022 primarily due to higher funding fees for sales of accounts receivable to financial institutions and higher pension expense in 2023.

Interest Expense – Interest expense was higher by \$31 million in the third quarter of 2023 compared to the third quarter of 2022 primarily due to a higher weighted average interest rate on our borrowings during the third quarter of 2023 compared to the third quarter of 2022. Our weighted average interest rate on our outstanding debt was 7.45% for the third quarter of 2023 compared to 4.08% for the third quarter of 2022.

Income Tax Expense – In the third quarter of 2023, income tax expense was \$23 million, resulting in an effective income tax rate of (146.2)% and in the third quarter of 2022, income tax expense was \$16 million, resulting in an effective income tax rate of 17.0%. Our effective tax rate for the third quarter of 2023 primarily differs from the U.S. statutory rate due to valuation allowances against certain net deferred tax assets. Additionally, we had favorable discrete items of \$3 million in the third quarter of 2023 and unfavorable discrete items of approximately \$3 million in the third quarter of 2022.

#### Operating Results by Business Segment — Third Quarter Ended September 30, 2023 Compared with Third Quarter Ended October 1, 2022

	Net Sales					
	Quarters Ended					
	September 30, 2023	October 1, 2022			Higher (Lower)	Percent Change
(dollars in thousands)						
Innerwear	\$ 622,567	\$ 625,082			\$ (2,515)	(0.4)%
Activewear	383,600	461,043			\$ (77,443)	(16.8)
International	440,923	502,066			\$ (61,143)	(12.2)
Other	64,216	82,550			\$ (18,334)	(22.2)
<b>Total</b>	<b>\$ 1,511,306</b>	<b>\$ 1,670,741</b>			<b>\$ (159,435)</b>	<b>(9.5)%</b>

	Operating Profit and Margin					
	Quarters Ended					
	September 30, 2023	October 1, 2022			Higher (Lower)	Percent Change
(dollars in thousands)						
Innerwear	\$ 108,970	17.5 %	\$ 99,797	16.0 %	\$ 9,173	9.2 %
Activewear	24,853	6.5	53,491	11.6	\$ (28,638)	(53.5)
International	56,130	12.7	69,890	13.9	\$ (13,760)	(19.7)
Other	3,351	5.2	4,839	5.9	\$ (1,488)	(30.8)
Corporate	(127,342)	NM	(86,573)	NM	\$ (40,769)	47.1
<b>Total</b>	<b>\$ 65,962</b>	<b>4.4 %</b>	<b>\$ 141,444</b>	<b>8.5 %</b>	<b>\$ (75,482)</b>	<b>(53.4)%</b>

#### Innerwear

Innerwear net sales decreased slightly compared to the third quarter of 2022 primarily due to softer point-of-sale trends stemming from the macroeconomic pressures partially offset by growth from product innovation.

Innerwear operating margin was 17.5%, an increase from 16.0% in the third quarter of 2022. The operating margin increase primarily resulted from approximately 220 basis points related to manufacturing time-out costs associated with our inventory reduction actions taken in the third quarter of 2022 partially offset by approximately 45 basis points of unfavorable product mix and approximately 20 net basis points of commodity and ocean freight cost inflation. Unfavorable product mix was driven by higher sales in our lower margin categories such as socks and kids underwear.

#### Activewear

Activewear net sales decreased 17% compared to the third quarter of 2022 driven by the continued slowdown in consumer spending in the U.S. activewear category, which resulted in softer point-of-sale trends and excess channel inventory, as well as the short-term impact from continued strategic actions within *Champion* in the U.S taken to strengthen the brand and position *Champion* for long-term profitable growth, including a more disciplined product and channel segmentation approach, a shift in mix, and assortment changes.

Activewear operating margin was 6.5%, a decrease from 11.6% in the third quarter of 2022. The operating margin decline primarily resulted from approximately 455 basis points of unfavorable business mix from lower royalty income and unfavorable channel mix within *Champion* and approximately 370 basis points of commodity and ocean freight cost inflation partially offset by approximately 90 basis points from pricing actions taken during 2022, approximately 100 basis points from lower inventory reserves as compared to last year and approximately 85 basis points related to manufacturing time-out costs associated with our inventory reduction actions taken in the third quarter of 2022.

#### International

Net sales in the International segment decreased 12% compared to the third quarter of 2022 due to macroeconomic pressures impacting consumer sentiment in Australia, Europe and Asia and unfavorable foreign currency exchange rates. The unfavorable impact of foreign currency exchange rates decreased net sales approximately \$4 million in the third quarter of 2023. International net sales on a constant currency basis, defined as net sales excluding the impact of foreign currency, decreased 11%. The impact of foreign currency exchange rates is calculated by applying prior period exchange rates to the current year financial results. We believe constant-currency information is useful to management and investors to facilitate comparison of operating results and better identify trends in our businesses.

International operating margin was 12.7%, a decrease from 13.9% in the third quarter of 2022. The operating margin decline primarily resulted from approximately 335 basis points due to the deleverage of selling, general and administrative expenses as a result of the decline in sales volume and approximately 80 net basis points of commodity and ocean freight cost inflation partially offset by approximately 205 basis points of net cost reduction actions and efficiencies within our supply chain.

#### Other

Other net sales decreased primarily as a result of decreased sales from our supply chain to the European Innerwear business and decreased sales at our retail outlets as a result of softer consumer demand in the third quarter of 2023 compared to the third quarter of 2022. Operating margin decreased primarily due to the deleverage of selling, general and administrative expenses due to the decline in sales volume.

We continued certain sales from our supply chain to the European Innerwear business on a transitional basis after the sale of the business in the first quarter of 2022. These sales and 2024 compared to the related profit are included in Other in all periods presented and have not been eliminated as intercompany transactions in consolidation for the period when the European Innerwear business was owned by us. See Note "Assets and Liabilities Held for Sale" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q for additional information.

#### Corporate

Corporate expenses were higher in the third first quarter of 2023 compared to the third quarter of 2022 primarily due to higher restructuring and other action-related charges, variable compensation costs and information technology costs partially offset by the business interruption insurance proceeds received during the third quarter of 2023 related to the ransomware attack which occurred during the second quarter of 2022.

During the third quarter of 2023, we recognized a benefit related to business interruption insurance proceeds of approximately \$18 million, of which \$15 million was received in the quarter. The business interruption insurance proceeds received were primarily related to the recovery of lost profit from business interruptions and are reflected in the "Cost of sales" line of the Condensed Consolidated Statements of Operations during the third quarter of 2023. During the third quarter of 2022, we incurred costs of approximately \$1 million, net of expected insurance recoveries, which were primarily related to information technology and legal fees and are reflected in the "Selling, general and administrative expenses" line of the Condensed Consolidated Statements of Operations.

In the third quarter of 2023, restructuring and other action-related charges within operating profit included \$74 million of charges associated with our global *Champion* performance plan which included over \$59 million of inventory write-downs related to the execution of an accelerated and enhanced channel, mix and product segmentation strategy including the exit of discontinued programs and over \$14 million of charges related to supply chain segmentation, store closures, severance and other costs as we work to further streamline the operations and position the brand for long-term profitable growth.

Restructuring and other action-related charges within operating profit in the third quarters of 2023 and 2022 also included \$3 million and \$26 million, respectively, of charges related to the implementation of our Full Potential transformation plan. Full Potential transformation plan charges in the third quarter of 2023 included a gain of \$2 million resulting from the sale of our U.S. Sheer Hosiery business to AllStar on September 29, 2023. Full Potential transformation plan charges in the third quarter of 2022 included a non-cash loss of \$4 million to adjust the valuation allowance related to our U.S. Sheer Hosiery business resulting primarily from changes in carrying value due to changes in working capital. Full potential transformation plan charges in the third quarters of 2023 and 2022 also included charges of \$1 million and \$13 million, respectively, related to supply chain segmentation charges to restructure and position our manufacturing network to align with our Full potential transformation plan demand trends. The remaining Full Potential transformation plan restructuring and other action-related charges within operating profit include technology charges which relate to the implementation of our technology modernization initiative including the implementation of a global enterprise resource planning platform, charges for professional services primarily including consulting and advisory services related to the implementation of our Full Potential transformation plan and charges related to headcount actions and related severance resulting from operating model initiatives.

The components of restructuring and other action-related charges were as follows:

	Quarters Ended	
	September 30, 2023	October 1, 2022
	(dollars in thousands)	
Restructuring and other action-related charges:		
Global Champion performance plan	\$ 73,735	\$ —
Full Potential transformation plan:		
Technology	1,013	2,622
Supply chain segmentation	660	13,298
Headcount actions and related severance	2,531	(18)
Professional services	165	6,020
(Gain) loss on sale of business and classification of assets held for sale	(1,558)	4,310
Other	525	219
Total Full Potential transformation plan	3,336	26,451
Total included in operating profit	77,071	26,451
Discrete tax benefits	4,263	—
Tax effect on actions	—	4,493
Total benefit included in income tax expense	4,263	4,493
Total restructuring and other action-related charges	\$ 72,808	\$ 21,958

#### Condensed Consolidated Results of Operations — Nine Months Ended September 30, 2023 Compared with Nine Months Ended October 1, 2022

	Nine Months Ended			
	September 30, 2023	October 1, 2022	Higher (Lower)	Percent Change
	(dollars in thousands)			
Net sales	\$ 4,339,696	\$ 4,760,364	\$ (420,668)	(8.8)%
Cost of sales	2,936,955	3,041,233	(104,278)	(3.4)
Gross profit	1,402,741	1,719,131	(316,390)	(18.4)
Selling, general and administrative expenses	1,210,056	1,259,921	(49,865)	(4.0)
Operating profit	192,685	459,210	(266,525)	(58.0)
Other expenses	31,145	6,088	25,057	411.6
Interest expense, net	205,666	107,408	98,258	91.5
Income (loss) from continuing operations before income tax expense	(44,126)	345,714	(389,840)	(112.8)
Income tax expense	51,541	58,775	(7,234)	(12.3)
Income (loss) from continuing operations	(95,667)	286,939	(382,606)	(133.3)
Income from discontinued operations, net of tax	—	3,965	(3,965)	(100.0)
Net income (loss)	\$ (95,667)	\$ 290,904	\$ (386,571)	(132.9)%

#### Net Sales

Net sales decreased 9% during the nine months of 2023 compared to the nine months of 2022 primarily due to the decline in U.S. Activewear, the continued macro-driven slowdown impacting consumer spending in our international businesses and the unfavorable impact from foreign currency exchange rates in our International business of approximately \$53 million partially offset by growth from product innovation, increased space for back-to-school and the impact of business disruption caused by the ransomware attack on the business in the nine months of 2022.

### Operating Profit

Operating profit as a percentage of net sales was 4.4% for the nine months of 2023, representing a decrease from 9.6% in the prior year. The operating margin decline resulted from unfavorable sales mix of approximately 235 basis points and commodity and ocean freight cost inflation of approximately 230 basis points partially offset by pricing actions of approximately 105 basis points and the recovery of the business interruption insurance claim during the current year related to the ransomware attack which occurred in the second quarter of 2022 of approximately 90 basis points. Included in operating profit were restructuring and other action-related charges of \$101 million in the nine months of 2023, related to our global *Champion* performance plan and the implementation of our Full Potential transformation plan, and \$38 million in the nine months of 2022, related to the implementation of our Full Potential transformation plan, which resulted in a decline in operating margin of approximately 150 basis points.

### Other Highlights

**Other Expenses** – Other expenses increased \$25 million in the nine months of 2023 compared to the same period in 2022 primarily due to recording charges of nearly \$9 million incurred as a result of the redemption of our 4.625% Senior Notes and our 3.5% Senior Notes in the nine months first quarter of 2023. The charges included a payment of \$5 million for a required make-whole premium related to the redemption of the 3.5% Senior Notes and non-cash charges of \$4 million for the write-off of unamortized debt issuance costs. See Note "Debt" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q for additional information. **Other** This decrease in other expenses also included was partially offset by higher funding fees for sales of accounts receivable to financial institutions and higher pension expense in the nine months first quarter of 2023. 2024.

**Interest Expense** – Interest expense was higher by \$98 million \$8 million in the nine months first quarter of 2023 2024 compared to the same period in 2022, first quarter of 2023 primarily due to a higher weighted average interest rate on our borrowings and higher weighted average outstanding debt balances during the nine months first quarter of 2023 compared to the nine months of 2022. 2024. Additionally, in conjunction with the redemption of the 3.5% Senior Notes described in "Other Expenses" above, we unwound the related cross-currency swap contracts previously designated as cash flow hedges and the remaining gain in AOCI accumulated other comprehensive loss of \$1 million was released into earnings at the time of settlement which partially offset interest expense in the nine months first quarter of 2023. See Note "Financial Instruments" Instruments and Risk Management" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q for additional information. Our weighted average interest rate on our outstanding debt was 6.81% 7.66% for the nine months first quarter of 2023 2024 compared to 3.45% 5.78% for the nine months first quarter of 2022 2023.

**Income Tax Expense** – In the nine months first quarter of 2023, 2024, income tax expense was \$52 million \$15 million, resulting in an effective income tax rate of (116.8) (64.0)% and in the nine months first quarter of 2022 2023, income tax expense was \$59 million \$19 million, resulting in an effective income tax rate of 17.0% (116.3)%. Our effective tax rate rates for the nine months first quarters of 2024 and 2023 primarily differs differ from the U.S. statutory rate due to valuation allowances against certain net deferred tax assets. Additionally, we had minimal favorable discrete items in the first quarter of 2024 and unfavorable discrete items of \$4 million and \$9 million approximately \$8 million in the nine months first quarter of 2023 and 2022, respectively. 2023.

**Discontinued Operations** – The results of our discontinued operations include the operations of our European Innerwear business which was sold on March 5, 2022. See Note "Assets and Liabilities Held for Sale" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q for additional information.

### Operating Results by Business Segment — Nine Months First Quarter Ended September 30, 2023 March 30, 2024 Compared with Nine Months First Quarter Ended October 1, 2022 April 1, 2023

Net Sales														
Nine Months Ended														
September														
30,	October 1,	Higher	Percent											
2023	2022	(Lower)	Change											
(dollars in thousands)														
Net Sales														
Quarters Ended														
Quarters Ended														
Quarters Ended														
March 30,														
2024														
March 30,														
2024														
March 30,														
2024														
(dollars in thousands)														
Innerwear	Innerwear	\$1,881,452	\$1,889,807	\$ (8,355)	(0.4)%	Innerwear	\$ 506,843	\$ \$	553,067	\$ \$	(46,224)	(8.4)	(8.4)	%
Activewear	Activewear	966,089	1,178,380	(212,291)	(18.0)									
International	International	1,311,509	1,436,384	(124,875)	(8.7)									
Other	Other	180,646	255,793	(75,147)	(29.4)									
Total	Total	\$4,339,696	\$4,760,364	\$ (420,668)	(8.8)%	Total	\$ 1,156,201	\$ \$	1,389,410	\$ \$	(233,209)	(16.8)	(16.8)	%

	Operating Profit and Margin						
	Quarters Ended					Higher (Lower)	Percent Change
	March 30, 2024	April 1, 2023					
(dollars in thousands)							
Innerwear	\$ 111,052	21.9 %	\$ 72,608	13.1 %	\$ 38,444		52.9 %
Activewear	1,109	0.5	9,974	3.2	(8,865)		(88.9)
International	49,882	12.3	51,349	11.1	(1,467)		(2.9)
Other	(9,577)	(37.4)	(4,874)	(8.3)	(4,703)		96.5
Corporate	(100,360)	NM	(71,738)	NM	(28,622)		39.9
Total	\$ 52,106	4.5 %	\$ 57,319	4.1 %	\$ (5,213)		(9.1)%

	Operating Profit and Margin						
	Nine Months Ended					Higher (Lower)	Percent Change
	September 30, 2023	October 1, 2022					
(dollars in thousands)							
Innerwear	\$ 305,546	16.2 %	\$ 343,602	18.2 %	\$ (38,056)		(11.1)%
Activewear	31,740	3.3	125,332	10.6	(93,592)		(74.7)
International	140,060	10.7	215,281	15.0	(75,221)		(34.9)
Other	(5,479)	(3.0)	9,501	3.7	(14,980)		(157.7)
Corporate	(279,182)	NM	(234,506)	NM	(44,676)		19.1
Total	\$ 192,685	4.4 %	\$ 459,210	9.6 %	\$ (266,525)		(58.0)%

### Innerwear

Innerwear net sales decreased 0.4% 8% compared to the nine months first quarter of 2022 2023 primarily due to softer point-of-sale trends stemming higher than anticipated level of inventory management actions by select retailers and consumer-demand headwinds resulting from the macroeconomic pressures partially offset by growth from product innovation, increased space for back-to-school, pricing actions and lower sales in prior year due to business disruption caused by the ransomware attack in the second quarter of 2022, pressures.

Innerwear operating margin was 16.2% 21.9%, a decrease an increase from 18.2% 13.1% in the same period a year ago, first quarter of 2023. The operating margin decline increase primarily resulted from approximately 285 945 basis points from the reduction in commodity and ocean freight cost inflation and approximately 130 basis points of unfavorable product mix costs partially offset by approximately 75 basis points related to manufacturing time-out costs associated with our inventory reduction actions taken in the third quarter of 2022, approximately 70 280 basis points of selective price increases increased advertising and approximately 80 basis points of expense management within our selling, general and administrative expenses. Unfavorable product mix was driven by higher sales in our lower margin categories such as socks and kids underwear, promotion expense.

### Activewear

Activewear net sales decreased 18% 31% compared to the nine months first quarter of 2022 2023 driven in part by the planned strategic shift of the Champion kids' business to a license model in Q1 of 2024, unseasonably strong collegiate sales performance in the first quarter of 2023 and accelerated orders in the first quarter of 2023 ahead of the implementation of a global enterprise resource planning platform. The remainder of the decline was driven by the continued slowdown in challenging activewear apparel market dynamics, including soft consumer spending in the U.S. activewear category, which resulted in softer point-of-sale trends demand and excess channel inventory, cautious ordering from retailers, as well as the short-term near term impact from continued strategic actions within Champion in the U.S taken to strengthen the Champion brand and position Champion for long-term profitable growth, including a more disciplined product and channel segmentation approach a shift in mix, and assortment changes.

Activewear operating margin was 3.3% 0.5%, a decrease from 10.6% 3.2% in the same period a year ago, first quarter of 2023. The operating margin decline primarily resulted from approximately 450 350 basis points due to the deleverage of selling, general and administrative expenses resulting from the decline in sales volume and approximately 230 basis points of unfavorable business mix from lower royalty income increased advertising and unfavorable channel mix within Champion, promotion expense partially offset by approximately 300 415 net basis points of from the reduction in commodity and ocean freight cost inflation, approximately 165 basis points from higher reserves as compared to last year due to higher inventory levels at retail and approximately 65 basis points of wage inflation partially offset by approximately 235 basis points from pricing actions taken during 2022, costs.

### International

Net sales in the International segment decreased 9% 12% compared to the nine months first quarter of 2022 2023 due to unfavorable foreign currency exchange rates and macroeconomic pressures impacting consumer sentiment in Australia and Europe and Asia, unfavorable foreign currency exchange rates partially offset by growth in Latin America, Japan and China. The unfavorable impact of foreign currency exchange rates decreased net sales approximately \$53 million \$15 million in the nine months first quarter of 2023, 2024. International net sales on a constant currency basis, defined as net sales excluding the impact of foreign currency, decreased 5% 9%. The impact of foreign currency exchange rates is calculated by applying prior period exchange rates to the current year financial results. We believe constant-currency information is useful to management and investors to facilitate comparison of operating results and better identify trends in our businesses.

International operating margin was 10.7% 12.3%, a decrease an increase from 15.0% 11.1% in the same period a year ago, first quarter of 2023. The operating margin decline improvement primarily resulted from approximately 285 170 basis points from the reduction in commodity and ocean freight costs, approximately 60 basis points of unfavorable favorable business mix as consumers shifted to lower margin categories driven and approximately 30 basis points of net cost reduction actions and efficiencies within our supply chain partially offset by the macroeconomic environment, approximately 210 190 basis points due to the deleverage of selling, general and administrative expenses as a result of resulting from the decline in sales volume and approximately 95 net basis points of commodity and ocean freight cost inflation partially offset by approximately 125 basis points of net cost reduction actions and efficiencies within our supply chain. volume.

#### Other

Other net sales decreased primarily as a result of decreased hosiery sales from as we completed the sale of our supply chain to the European Innerwear U.S. Sheer Hosiery business on September 29, 2023 and decreased sales at our retail outlets as a result of softer consumer demand during in the nine months first quarter of 2023

2024 compared to the nine months first quarter of 2022, 2023. Operating margin decreased primarily due to the deleverage of selling, general and administrative expenses due to the decline in sales volume.

We continued certain sales from our supply chain to the European Innerwear business on a transitional basis after the sale of the business

Corporate expenses included in operating profit were higher in the first quarter of 2022. These sales and the related profit are included in Other in all periods presented and have not been eliminated as intercompany transactions in consolidation for the period when the European Innerwear business was owned by us. See Note "Assets and Liabilities Held for Sale" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q for additional information.

#### Corporate

Corporate expenses were higher in the nine months of 2023 2024 compared to the nine months first quarter of 2022 2023 primarily due to higher restructuring and other action-related charges, information technology costs and variable compensation costs partially offset by the business interruption insurance proceeds received and lower costs incurred during the nine months of 2023 related to the ransomware attack which occurred during the second quarter of 2022.

During the nine months of 2023, we recognized a benefit related to business interruption insurance proceeds of approximately \$24 million, of which approximately \$21 million was received during the nine months of 2023. The business interruption insurance proceeds received were primarily related to the recovery of lost profit from business interruptions. We recognized a benefit of approximately \$23 million for the business interruption insurance proceeds in the "Cost of sales" line of the Condensed Consolidated Statements of Operations during the nine months of 2023. We recognized a benefit of approximately \$1 million for the reimbursement of costs related primarily to legal fees in the "Selling, general and administrative expenses" line of the Condensed Consolidated Statements of Operations during the nine months of 2023. During the nine months of 2022, we incurred costs of approximately \$16 million, net of expected insurance recoveries, related to the ransomware attack. The costs incurred during the nine months of 2022 included approximately \$14 million primarily related to supply chain disruptions, which are reflected in the "Cost of sales" line of the Condensed Consolidated Statements of Operations and approximately \$2 million, net of expected insurance recoveries, primarily related to information technology, legal and consulting fees, which are reflected in the "Selling, general and administrative expenses" line of the Condensed Consolidated Statements of Operations. charges.

In the nine months first quarter of 2023 2024, restructuring and other action-related charges within operating profit included \$74 million \$17 million of charges, primarily related to professional fees along with severance and other costs, associated with our global Champion performance plan which included over \$59 million of inventory write-downs related to the execution of an accelerated and enhanced channel mix and product segmentation strategy including the exit of discontinued programs and over \$14 million of charges related to supply chain segmentation, store closures, severance and other costs as we work to further streamline the operations and position the brand for long-term profitable growth. plan.

Restructuring and other action-related charges within operating profit in the nine months first quarters of 2023 2024 and 2022 2023 also included \$28 million \$15 million and \$38 million \$6 million, respectively, of charges related to the implementation of our Full Potential transformation plan. Full Potential transformation plan charges in the nine months first quarter of 2023 2024 included a loss, net of proceeds, of \$4 million, \$12 million related to headcount actions and related severance resulting from operating model initiatives. Full potential transformation plan charges in the sale first quarters of our U.S. Sheer Hosiery business to AllStar on September 29, 2023 2024 and to adjust the valuation allowance 2023 also included charges of \$2 million and \$5 million, respectively, related to the U.S. Sheer Hosiery business resulting primarily from changes in carrying value due supply chain segmentation charges to changes in working capital. structure and position our distribution and manufacturing network to align with our Full potential transformation plan. Full Potential transformation plan charges in the nine months first quarter of 2022 2023 included a non-cash gain of \$7 million \$2 million to adjust the valuation allowance related to our U.S. Sheer Hosiery business resulting primarily from changes in carrying value due to changes in working capital. Full potential transformation plan charges in the nine months of 2023 and 2022 also included charges of \$5 million and \$15 million, respectively, related to supply chain segmentation charges to restructure and position our manufacturing network to align with our Full potential transformation plan demand trends. The remaining Full Potential transformation plan restructuring and other action-related charges within operating profit include technology charges which relate to the implementation of our technology modernization initiative including the implementation of a global enterprise resource planning platform and charges for professional services primarily including consulting and advisory services related to the implementation of our Full Potential transformation plan and charges related to headcount actions and related severance resulting from operating model initiatives.

plan.

The components of restructuring and other action-related charges were as follows:

Nine Months Ended

		September 30, 2023		October 1, 2022	
		(dollars in thousands)			
		Quarters Ended		Quarters Ended	
		March 30, 2024		March 30, 2024	
		(dollars in thousands)		(dollars in thousands)	
Restructuring and other action-related charges:	Restructuring and other action-related charges:				
Global Champion performance plan	Global Champion performance plan				
Global Champion performance plan	Global Champion performance plan	\$ 73,735	\$ —		
Full Potential transformation plan:	Full Potential transformation plan:				
Headcount actions and related severance	Headcount actions and related severance				
Headcount actions and related severance	Headcount actions and related severance				
Headcount actions and related severance	Headcount actions and related severance				
Supply chain segmentation	Supply chain segmentation				
Professional services	Professional services				
Technology	Technology	8,296	9,052		
Supply chain segmentation	Supply chain segmentation	5,435	14,587		
Headcount actions and related severance	Headcount actions and related severance	5,376	(1,112)		
Professional services	Professional services	3,813	21,014		
(Gain) loss on sale of business and classification of assets held for sale	(Gain) loss on sale of business and classification of assets held for sale	3,641	(6,558)		
Gain on classification of assets held for sale	Gain on classification of assets held for sale				
Other	Other				
Other	Other	957	650		
Total Full Potential transformation plan	Total Full Potential transformation plan	27,518	37,633		
Total included in operating profit	Total included in operating profit	101,253	37,633		
Loss on extinguishment of debt included in other expenses	Loss on extinguishment of debt included in other expenses	—	8,466		

Gain on final settlement of cross currency swap contracts included in other expenses	Gain on final settlement of cross currency swap contracts included in other expenses	(116)
Gain on final settlement of cross currency swap contracts included in interest expense, net	Gain on final settlement of cross currency swap contracts included in interest expense, net	(1,254)
<b>Total included in income (loss) from continuing operations before income tax expense</b>	<b>108,349</b>	<b>37,633</b>
<b>Discrete tax benefits</b>	<b>4,263</b>	<b>—</b>
<b>Total included in loss before income taxes</b>		
Tax effect on actions	Tax effect on actions	6,394
<b>Total benefit included in income tax expense</b>	<b>4,263</b>	<b>6,394</b>
<b>Tax effect on actions</b>		
<b>Tax effect on actions</b>		
Total restructuring and other action-related charges	Total restructuring and other action-related charges	\$104,086 \$31,239
<b>Total restructuring and other action-related charges</b>		
<b>Total restructuring and other action-related charges</b>		

## Liquidity and Capital Resources

### Cash Requirements and Trends and Uncertainties Affecting Liquidity

We rely on our cash flows generated from operations and the borrowing capacity under our credit facilities to meet the cash requirements of our business. In January 2023, we shifted our capital allocation strategy to utilize our cash from operations for payments to our employees and vendors in the normal course of business and to reinvest in our business through capital expenditures. We then plan to utilize our free cash flow (cash from operations less capital expenditures) to pay down debt to bring our leverage back to a range that is no greater than two to three times on a net debt-to-adjusted EBITDA basis.

Based on our current expectations and forecasts of future earnings and cash flows, we believe we have sufficient cash and available borrowings to support our operations and key business strategies for at least the next 12 months and we currently believe our cash flows and available borrowings, together with our access to the capital markets, are sufficient to support our longer term liquidity needs as well.

In November 2023, given the continuing uncertain economic environment, our primary financing arrangements are our senior secured credit facility (the "Senior Secured Credit Facility"), our 9.000% senior notes due in 2031 (the "9.000% Senior Notes"), our 4.875% senior notes due in 2026 (the "4.875% Senior Notes") and the associated potential impact on future earnings, we amended the credit agreement governing our accounts receivable securitization facility due in 2024 (the "ARS Facility"). The Senior Secured Credit Facility prior to any potential future covenant violation consists of a \$1 billion revolving loan facility due in 2026 (the "Revolving Loan Facility"), a senior secured term loan A facility due in 2026 (the "Term Loan A"), and to provide greater strategic financial flexibility. See Note "Debt" to our condensed consolidated interim financial statements included a senior secured term loan B facility due in this Quarterly Report on Form 10-Q for additional information.

In February and March of 2023, we refinanced our debt structure to provide greater near-term financial flexibility given the uncertainty within the current macroeconomic environment. The refinancing consisted of entering into the Term 2030 (the "Term" Loan B, issuing the 9.000% Senior Notes and redeeming our 4.625% Senior Notes and our 3.5% Senior Notes. Additionally, in November 2022 and in February 2023, given the economic conditions and the associated potential impact on future earnings, we amended the credit agreement governing our Senior Secured Credit Facility to modify the financial covenants in order to avoid a potential covenant violation and to provide operating flexibility. See Note "Debt" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q for additional information. B").

Our primary sources of liquidity are cash generated from global operations and cash available under our Revolving Loan Facility, our accounts receivable securitization facility (the "ARS Facility") ARS Facility and our other international credit facilities.

We had the following borrowing capacity and available liquidity under our credit facilities as of September 30, 2023 March 30, 2024:

	As of September 30, 2023		As of March 30, 2024		Available Liquidity (dollars in thousands)
	Borrowing Capacity	Available Liquidity	Borrowing Capacity		
	(dollars in thousands)				
Senior Secured Credit Facility:	Senior Secured Credit Facility:				
Revolving Loan Facility <sup>(1)</sup>	Revolving Loan Facility <sup>(1)</sup>	\$1,000,000	\$ 935,913		
Revolving Loan Facility <sup>(1)</sup>	Revolving Loan Facility <sup>(1)</sup>				
Accounts Receivable Securitization Facility <sup>(2)</sup>	Accounts Receivable Securitization Facility <sup>(2)</sup>	200,891	391		
Other international credit facilities		62,777	35,994		
Other international credit facilities <sup>(3)</sup>					
Total liquidity from credit facilities	Total liquidity from credit facilities	\$1,263,668	\$ 972,298		
Cash and cash equivalents	Cash and cash equivalents		191,091		
Total liquidity	Total liquidity	\$1,163,389			

- (1) A portion of the Revolving Loan Facility is available to be borrowed in Euros or Australian dollars. Available liquidity is reduced by standby and trade letters of credit issued and outstanding under this facility.
- (2) Borrowing availability under the ARS Facility is subject to a quarterly fluctuating facility limit ranging from \$200 million to \$225 million based on the applicable quarter and permitted only to the extent that the face of the receivables in the collateral pool, net of applicable concentrations, reserves and other deductions, exceeds the outstanding loans.
- (3) Available liquidity for other international credit facilities is reduced for any outstanding international letters of credit. The international letters of credit are not outstanding under any specific credit facility and do not reduce actual borrowing capacity under the specific credit facilities.

The following have impacted or may impact our liquidity:

- In February and March of 2023, we entered into the Term Loan B, issued the 9.000% Senior Notes and redeemed our 4.625% Senior Notes and our 3.5% Senior Notes.
- We have principal and interest obligations under our debt and ongoing financial covenants under those debt facilities.
- The difficult global macroeconomic pressures including the COVID-19 pandemic, supply chain disruptions and inflationary pressures have environment has had, and may continue to have, a negative impact on our business.

- Although we have historically paid a regular quarterly dividend, the Hanesbrands Our Board of Directors eliminated our quarterly cash dividend as we recently shifted our capital allocation strategy in January 2023 to pay down debt to bring our leverage back to a range that is no greater than two to three times on a net debt-to-adjusted EBITDA basis. The declaration of any future dividends and, if declared, the amount of any such dividends, will be subject to our actual future earnings, capital requirements, regulatory restrictions, debt covenants, other contractual restrictions and to the discretion of our Board of Directors.
- We have invested in efforts to accelerate worldwide omnichannel and global growth initiatives, as well as marketing and brand building.
- We have launched a multi-year cost savings program intended to self-fund the investments necessary to achieve our Full Potential transformation plan's objectives.

- We expect capital expenditures of approximately \$100 million \$75 million in 2023, 2024, including capital expenditures of \$50 million \$65 million within investing cash flow activities and cloud computing arrangements of \$50 million \$10 million within operating cash flow activities.
- In the future, when it aligns with our capital allocation strategy and absent any covenant restrictions, we may pursue strategic business acquisitions or divestitures acquisitions.
- In the future, we may pursue strategic divestitures, including in connection with our evaluation of strategic alternatives for the global Champion business.
- We expect to have no made required cash contributions of approximately \$3 million to our U.S. pension plans in 2023 the quarter ended March 30, 2024 and expect to make additional required cash contributions of approximately \$7 million to our U.S. pension plans for total required cash contributions of \$10 million in 2024 based on a the preliminary calculation by our actuary but we actuary. We may also elect to make additional voluntary contributions.
- We may increase or decrease the portion of the current-year income of our foreign subsidiaries that we remit to the United States, which could impact our effective income tax rate. We have not changed our reinvestment strategy from the prior year with regards to our unremitting foreign earnings and intend to remit foreign earnings totaling \$269 million \$802 million.

#### Sources and Uses of Our Cash

The information presented below regarding the sources and uses of our cash flows for the nine months quarters ended September 30, 2023 March 30, 2024 and October 1, 2022 April 1, 2023 was derived from our condensed consolidated interim financial statements.

		Nine Months Ended							
		September	October 1,						
		30,	2023						
(dollars in thousands)									
Quarters Ended									
		March 30,		Quarters Ended					
		2024		April 1,					
		(dollars in thousands)		(dollars in thousands)					
Operating activities	Operating activities	\$287,344	\$(491,682)						
Investing activities	Investing activities	(15,377)	(179,336)						
Financing activities	Financing activities	(307,771)	435,248						
Effect of changes in foreign exchange rates on cash	Effect of changes in foreign exchange rates on cash	(11,518)	(71,728)						
Change in cash and cash equivalents	Change in cash and cash equivalents	(47,322)	(307,498)						

Cash and cash equivalents at beginning of year	Cash and cash equivalents at beginning of year	238,413	560,629
Cash and cash equivalents at end of period	Cash and cash equivalents at end of period	\$191,091	\$ 253,131

#### Operating Activities

Our overall liquidity has historically been driven by our cash flow provided by operating activities, which is dependent on net income operating results and changes in our working capital. As compared While we typically use cash in the first quarter due to the prior year, net normal inventory seasonal builds, we generated cash provided by operating activities resulted in the first quarter of 2024 and the first quarter of 2023 primarily from improved working capital management primarily driven by lower inventory production and favorable accounts receivable and accruals activity partially offset by the payment to unwind and settle the cross-currency swap contracts previously designated as cash flow hedges in connection with the redemption of 3.5% Senior Notes and the increase in capital investments in our cloud computing assets. management.

#### Investing Activities

The decrease increase in net cash used by investing activities in the nine months first quarter of 2023 2024 compared to the same period of 2022 2023 was primarily the result of the purchase of the *Champion* trademark for footwear in the United States, Puerto Rico and Canada from Keds, LLC for \$103 million in the nine months of 2022, the final settlement of the cross currency swap contracts previously designated as net investment hedges in connection with the redemption of 3.5% Senior Notes which resulted in a \$19 million cash inflow in the nine months first quarter of 2023 partially offset by the sale of the European Innerwear business which resulted in an \$11 million cash outflow decreased capital investments in the nine months first quarter of 2022, \$1 million of cash proceeds from the sale of the U.S. Hosiery business in the nine months of 2023 and the decrease in capital investments into our business as we manage our spending on our focused strategic goals.2024.

#### Financing Activities

Net cash used for by financing activities of \$7 million in the nine months first quarter of 2024 primarily resulted from total scheduled repayments on the Term Loan A and the Term Loan B of \$15 million partially offset by net borrowings on our ARS Facility. Net cash used by financing activities of \$64 million in the first quarter of 2023 primarily resulted from net payments repayments of \$35 million on our ARS Facility debt facilities and our Revolving Loan Facility as compared payments of \$27 million to the same period of 2022 where net cash provided by financing activities resulted from net borrowings on our ARS Facility and our Revolving Loan Facility. Additionally, in the nine months of 2023, we refinanced our debt structure to provide greater near-term financial flexibility given the uncertainty within the current macroeconomic environment. The refinancing consisted of entering into the Term Loan B, issuing the 9.000% Senior Notes and redeeming our 4.625% Senior Notes and 3.5% Senior Notes. We paid approximately \$28 million to amend and refinance the credit facilities environment, which included a required make-whole premium of \$5 million related to the redemption of the 3.5% Senior Notes and total capitalized debt issuance costs of \$23 million related to the issuance of Term Loan B and the 9.000% Senior Notes. See Note "Debt" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q for additional information. Net cash from financing activities in the nine months of 2022 also included a dividend payment of \$157 million and shares repurchased at a total cost of \$25 million \$22 million. Additionally, we made total scheduled repayments on Term Loan A and Term B of \$30 million in the nine months of 2023 and \$19 million in the nine months of 2022.

#### Financing Arrangements

In November 2023, given the continuing uncertain economic environment and the associated potential impact on future earnings, we amended the credit agreement governing our Senior Secured Credit Facility prior to any potential future covenant violation in order to modify the financial covenants and to provide greater strategic financial flexibility. See Note "Debt" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q for additional information.

In June 2023, we amended the ARS Facility. This amendment extended the maturity date to May 2024 with no change to the quarterly fluctuating facility limit, which was \$225 million as of September 30, 2023. Additionally, the amendment created two pricing tiers based on a consolidated net total leverage ratio of 4.50 to 1.00. See Note "Debt" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q for additional information.

**In February and March of 2023, we refinanced our debt structure to provide greater near-term financial flexibility given the uncertainty within the current macroeconomic environment. The refinancing consisted of entering into the Term Loan B, issuing the 9.000% Senior Notes and redeeming our 4.625% Senior Notes and our 3.5% Senior Notes. Additionally, in November 2022 and in February 2023, given the economic conditions and the associated potential impact on future earnings, we amended the credit agreement governing our Senior Secured Credit Facility to modify the financial covenants in order to avoid a potential covenant violation and to provide operating flexibility. See Note "Debt" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q for additional information. Financing Arrangements**

We believe our financing structure provides a secure base to support our operations and key business strategies. As of September 30, 2023 March 30, 2024, we were in compliance with all financial covenants under our credit facilities and other outstanding indebtedness. Under the terms of our the Senior Secured Credit Facility, among other financial and non-financial covenants, we are required to maintain a minimum interest coverage ratio and a maximum total debt to EBITDA (earnings before interest, income taxes, depreciation expense and amortization, as computed pursuant to the Senior Secured Credit Facility), or leverage ratio, each of which is defined in the Senior Secured Credit Facility. The method of calculating all of the components used in the covenants is included in the Senior Secured Credit Facility.

We expect to maintain compliance with our covenants, as amended, for at least **one year 12 months** from the issuance of these financial statements based on our current expectations and forecasts, however economic conditions or the occurrence of events discussed under Part I, Item 1A, "Risk Factors" in this Quarterly Report on Form 10-Q and our Annual Report on Form 10-K for the year ended **December 31, 2022** **December 30, 2023** or other SEC filings could cause noncompliance. If economic conditions worsen or our **earnings and operating cash flows** do not recover as currently estimated by management, this could impact our ability to maintain compliance with our amended financial covenants and require us to seek additional amendments to **our the** Senior Secured Credit Facility. If we are not able to obtain such necessary additional amendments, this would lead to an event of default and, if not cured timely, our lenders could require us to repay our outstanding debt. In that situation, we may not be able to raise sufficient debt or equity capital, or divest assets, to refinance or repay the lenders.

For further details regarding our liquidity from our available cash balances and credit facilities see "Cash Requirements and Trends and Uncertainties Affecting Liquidity" above.

#### **Critical Accounting Policies and Estimates**

We have chosen accounting policies that we believe are appropriate to report our operating results and financial condition in conformity with accounting principles generally accepted in the United States. We apply these accounting policies in a consistent manner. Our significant accounting policies are discussed in Note "Summary of Significant Accounting Policies" to our consolidated financial statements included in our Annual Report on Form 10-K for the year ended **December 31, 2022** **December 30, 2023**.

The application of critical accounting policies requires that we make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosures. These estimates and assumptions are based on historical and other factors believed to be reasonable under the circumstances. We evaluate these estimates and assumptions on an ongoing basis and may retain outside consultants to assist in our evaluation. If actual results ultimately differ from previous estimates, the revisions are included in results of operations in the period in which the actual amounts become known. The critical accounting policies that involve the most significant management judgments and estimates used in preparation of our consolidated financial statements, or are the most sensitive to change from outside factors, are discussed in Management's Discussion and Analysis of Financial Condition and Results of Operations in our Annual Report on Form 10-K for the year ended **December 31, 2022** **December 30, 2023**. There have been no material changes in these policies from those described in our Annual Report on Form 10-K for the year ended **December 31, 2022** **December 30, 2023**.

#### **Recently Issued Accounting Pronouncements**

For a summary of recently issued accounting pronouncements, see Note "Recent Accounting Pronouncements" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q.

#### **Item 3. Quantitative and Qualitative Disclosures about Market Risk**

There have been no significant changes in our market risk exposures from those described in Item 7A of our Annual Report on Form 10-K for the year ended **December 31, 2022** **December 30, 2023**.

#### **Item 4. Controls and Procedures**

##### **Disclosure Controls and Procedures**

As required by Exchange Act Rule 13a-15(b), our management, including our Chief Executive Officer and Chief Financial Officer, conducted an evaluation of the effectiveness of our disclosure controls and procedures, as defined in Exchange Act Rule 13a-15(e), as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of **September 30, 2023** **March 30, 2024**.

#### **Changes in Internal Control over Financial Reporting**

In connection with the evaluation required by Exchange Act Rule 13a-15(d), our management, including our Chief Executive Officer and Chief Financial Officer, concluded that no changes in our internal control over financial reporting occurred during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **PART II**

#### **Item 1. Legal Proceedings**

No new legal proceedings became reportable during We are named in a putative class action in connection with the quarter ended **September 30, 2023** previously disclosed ransomware incident, entitled *Toussaint et al. v. HanesBrands,[sic] Inc.* This lawsuit was filed on April 27, 2023 and there is pending in the United States District Court for the Middle District of North Carolina, and follows the consolidation of two previously pending lawsuits, entitled *Roman v. Hanes Brads,[sic] Inc.*, filed October 7, 2022, and *Toussaint v. HanesBrands,[sic] Inc.*, filed October 14, 2022. The lawsuit alleges, among other things, negligence, negligence per se, breach of implied contract, invasion of privacy, unjust enrichment, breach of implied covenant of good faith and fair dealing and unfair business practices under the California Business and Professions Code. The pending lawsuit seeks, among other things, monetary and injunctive relief. On April 2, 2024, the plaintiffs filed a motion for preliminary approval of a class action settlement. If approved by the Court, the settlement generally provides for class members to claim reimbursement for documented out-of-pocket losses related to the ransomware incident (limited to an aggregate cap of \$100,000), as well as a choice of one of the following three forms of additional relief (with no aggregate cap): (1) two years of credit and identity monitoring services; (2) a one-time use credit for purchase of products on the [www.hanes.com](http://www.hanes.com) website; or (3) a cash payment. We have been no also agreed to undertake certain injunctive relief, and to pay an agreed

upon amount of attorneys' fees, costs, and service awards to the plaintiffs, if approved by the Court. The Court has not yet set a hearing date for the motion. We do not expect this settlement, if approved, to have a material developments during such quarter regarding any previously reported legal proceedings which have not been previously disclosed. adverse effect on our consolidated financial position or results of operations. We currently anticipate the cost of the proposed settlement to be between \$1 million and \$2 million.

We are also subject to various claims and legal actions that occur from time to time in the ordinary course of our business. However, we are not party to any pending legal proceedings including the pending lawsuit in connection with the previously disclosed ransomware incident discussed in Note "Basis of Presentation" to our condensed consolidated interim financial statements included in this Quarterly Report on Form 10-Q, that we believe could have a material adverse effect on our business, results of operations, financial condition or cash flows.

**Item 1A. Risk Factors**

The information presented below supplements the risk factors set forth that affect our business and financial results are discussed in Part I, Item 1A, of our Annual Report on Form 10-K for the year ended December 31, 2022 (the "Form 10-K") December 30, 2023. In addition to the risk factor set forth below, refer to Part I, Item 1A., Risk Factors, in the Form 10-K for information regarding other These factors that could materially adversely affect our business, financial condition, liquidity, results of operations and capital position, and could cause our actual results to differ materially from our historical results or the results contemplated by the forward-looking statements contained in this report. There are no material changes to the risk factors previously disclosed, nor have we identified any previously undisclosed risks that could materially adversely affect our business and financial results. Additional risks and uncertainties not presently known to us or that we currently deem to be immaterial also may affect us. The occurrence of any of these known or unknown risks could have a material adverse ultimate impact on our business, financial condition, liquidity or results of operations. Our ongoing evaluation of strategic options for the global Champion business is subject to risks and uncertainties, and any particular transaction or other strategic outcome regarding Champion may not be completed or otherwise achieve its intended goals.

On September 19, 2023, we announced that we are undertaking an evaluation of strategic options for the global *Champion* business. Potential alternatives include, among others, a potential sale or other strategic transaction involving *Champion*, as well as continuing to operate the business as part of the Company. There can be no assurance that our assessment process for the global *Champion* business will result in the Company pursuing any particular transaction or other strategic outcome regarding *Champion*, or that, if completed, any transaction or outcome will be on attractive terms or achieve the intended goals of deleveraging and maximizing shareholder value. No timetable has been set for the completion of the review process and we may suspend or terminate the review at any time. If we seek to engage in any transaction, our future business, prospects, financial position and operating results could be significantly different than those in historical periods or projected by our management, including as a result of any gain or loss realized, or asset impairment charges recognized, by the Company on completion. We may also incur substantial costs in connection with the pursuit of any strategic transaction, whether or not any such transaction is ultimately consummated.

**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**

None of our directors or officers adopted, modified or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement during the quarter ended September 30, 2023 March 30, 2024.

**Item 6. Exhibits**

<u>Exhibit Number</u>	<u>Description</u>
3.1	<a href="#">Articles of Amendment and Restatement of Hanesbrands Inc. (incorporated by reference from Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).</a>
3.2	<a href="#">Articles Supplementary (Junior Participating Preferred Stock, Series A) (incorporated by reference from Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 5, 2006).</a>
3.3	<a href="#">Articles of Amendment to Articles of Amendment and Restatement of Hanesbrands Inc. (incorporated by reference from Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on January 28, 2015).</a>
3.4	<a href="#">Articles Supplementary (Reclassifying Junior Participating Preferred Stock, Series A) (incorporated by reference from Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on November 2, 2015).</a>
3.5	<a href="#">Amended and Restated Bylaws of Hanesbrands Inc., as amended on September 29, 2022 (incorporated by reference from Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 30, 2022).</a>
10.1	<a href="#">Australia Addendum to Form of Restricted Stock Unit Grant Notice and Agreement under the Hanesbrands Inc. 2020 Omnibus Incentive Plan (As Amended).*</a>
10.2	<a href="#">Form of Discretionary Restricted Stock Unit Grant Notice and Agreement under the Hanesbrands Inc. 2020 Omnibus Incentive Plan (As Amended).*</a>
10.3	<a href="#">Form of Performance Stock Unit Grant Notice and Agreement under the Hanesbrands Inc. 2020 Omnibus Incentive Plan (As Amended).*</a>
31.1	<a href="#">Certification of Stephen B. Bratspies, Chief Executive Officer.</a>
31.2	<a href="#">Certification of M. Scott Lewis, Chief Financial Officer.</a>
32.1	<a href="#">Section 1350 Certification of Stephen B. Bratspies, Chief Executive Officer.</a>
32.2	<a href="#">Section 1350 Certification of M. Scott Lewis, Chief Financial Officer.</a>
101.INS XBRL	Inline XBRL Instance Document - The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH XBRL	Inline Taxonomy Extension Schema Document
101.CAL XBRL	Inline Taxonomy Extension Calculation Linkbase Document
101.LAB XBRL	Inline Taxonomy Extension Label Linkbase Document
101.PRE XBRL	Inline Taxonomy Extension Presentation Linkbase Document
101.DEF XBRL	Inline Taxonomy Extension Definition Linkbase Document
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the Inline XBRL document)

\* Management contract or compensatory plans or arrangements.

#### SIGNATURES

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

HANESBRANDS INC.

By: /s/ M. Scott Lewis  
M. Scott Lewis  
Chief Financial Officer and Chief Accounting Officer  
(Duly authorized officer, principal financial officer and principal accounting officer)

Date: **November 9, 2023** **May 9, 2024**

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**NAI-1535380013v5 FORM OF  
HANESBRANDS INC. INC.  
2020 OMNIBUS INCENTIVE PLAN AUSTRALIA ADDENDUM 1. Purpose**

**CALENDAR YEAR [DATE] GRANT**

**RESTRICTED STOCK UNIT GRANT NOTICE AND AGREEMENT**

**To:** [NAME] (referred to herein as "Grantee" or "you")

Hanesbrands Inc. (the "Company") is pleased to confirm that you have been granted a restricted stock unit ("RSU") award (this "Award"), effective [DATE] (the "Grant Date"). This Addendum (the "Australian Addendum") Award is subject to the terms of this Grant Notice and Agreement (this "Agreement") to and is made under the Hanesbrands Inc. 2020 Omnibus Incentive Plan (the "U.S. Plan" "Plan") which is hereby adopted incorporated into this Agreement by reference. Unless otherwise indicated, any capitalized terms used herein that are otherwise undefined shall have the same meaning provided in the Plan.

**1. Acceptance of Terms and Conditions.** To be eligible to set forth certain rules which, together receive this Award, you must electronically acknowledge and accept this Award within 75 days after the Grant Date in accordance with procedures established by the provisions of the U.S. Plan (which are modified by this addendum in certain respects to ensure compliance with the Corporations Act 2001 (Cth) (see below)), shall govern the operation of the U.S. Plan with respect to Australian-resident employees of Hanesbrands Inc. and its Australian Subsidiaries. The Plan is intended to comply with the provisions of the Corporations Act 2001 (Cth) and ASIC Regulatory Guide 49. This Australian Addendum is to be read in conjunction with the U.S. Plan, the Offer Document (as defined below) and the applicable award agreement(s) (the "Agreement") (collectively, the "Additional Documents"). Company. By accepting a grant pursuant to this Australian Addendum, an Australian offeree will Agreement, you agree to be bound by the rules terms and conditions herein, including the Restrictive Covenants (as defined below in Paragraph 19 and set forth in Exhibit A), the Plan and any and all conditions established by the Company in connection with Awards issued under the Plan, and you further acknowledge and agree that this Award does not confer any legal or equitable right (other than those rights constituting the Award itself) against the Company or any Subsidiary directly or indirectly, or give rise to any cause of this Australian Addendum action at law or in equity against the Company or any Subsidiary. There is no guarantee that you will earn vested rights under the Award and the Additional Documents. In the event of any conflict between this Australian Addendum and the Additional Documents, this Australian Addendum shall prevail to the extent value of the inconsistency. **2. Definitions** Except as set out below, capitalized terms used herein shall have Award depends upon the meaning ascribed to them in Company's future stock price performance, which may increase or decrease after the U.S. Plan. In the event of any conflict between these provisions and the U.S. Plan, these provisions shall prevail. For the purposes of Grant Date. If you do not accept this Australian Addendum: "Appreciation Right" has the meaning given to "SAR" in the U.S. Plan; "ASIC" means the Australian Securities & Investments Commission; "Associated Body Corporate" means (as determined Award in accordance with the Corporations Act 2001 (Cth)): (a) a body corporate that procedures outlined in this Paragraph and within the 75-day period described above, the Award will be cancelled and forfeited. However, your employment is a related body corporate of the Company; (b) a body corporate that has voting power in the Company of not less than 20%; or (c) a body corporate in which the Company has voting power of not less than 20%; Exhibit A EXHIBIT 10.1

NAI-1535380013v5 -2- "Australian Subsidiaries" means all subsidiaries of the Company incorporated in Australia; "Common Share" means a common share, \$0.01 par value, of the Company; "Company" means Hanesbrands Inc.; "Option" means an option contingent upon doing so. You are free to acquire, by way of issue, a fully-paid Common Share, following the lapse of specific restrictions, as determined by the Committee; "Plan" means the U.S. Plan as modified for implementation in Australia by the Australian Addendum; "Restricted Stock Units" means a promise by the Company, as of the date of receipt of the grant of RSUs under this Agreement, and the attending restrictions set forth in Exhibit A and to deliver fully-paid Common Shares, following continue working for the lapse Company. By accepting this Agreement, you also acknowledge that you are fluent in the English language and have reviewed and understand the terms and conditions of specific this Agreement and the Plan.

2. **Grant of RSU Award.** Subject to the restrictions, as determined by limitations, terms and conditions specified in the Committee; "Tax Act" means Plan, the Income Tax Assessment Act 1997 (Cth); and "U.S. Plan" means Participation Guide/Prospectus for the Hanesbrands Inc. 2020 Omnibus Incentive Plan. 3. Forms Plan (the "Plan Prospectus"), and this Agreement, the Company has granted you as of Awards Only Common Shares, Restricted Stock, Options, Appreciation Rights, the Grant Date [NUMBER] RSUs. Except as provided below in Paragraphs 6, 7 and Restricted Stock Units (including those 8, these RSUs will remain restricted until the end of each applicable vesting date set forth below (each, a "Vesting Date"). Prior to the delivery of the RSUs, the RSUs are not transferable by the Grantee by means of sale, assignment, exchange, pledge, or otherwise. For each of the below-stated Vesting Dates on which you continue to be employed by the Company or any of its Subsidiaries (collectively, the "HBI Companies"), you will vest in the below-stated percentage of the total number of RSUs awarded in this Agreement, until you are 100% vested.

Vesting Date	Vested Percentage of RSUs Awarded
[DATE]	[ ]%
[DATE]	[ ]%
[DATE]	[ ]%

3. **Dividend Equivalents.** Subject to the restrictions, limitations and conditions described in the Plan, dividend equivalents will accrue with respect to the RSUs granted hereunder at the same time and in the same amount as cash dividends are paid to owners of Hanesbrands Inc. common stock. Interest will not be credited on accrued dividend equivalents. Dividend equivalent balances will vest on the same Vesting Date as the associated RSUs and will be distributed in cash as soon as administratively practicable thereafter except as provided herein. By acknowledging and accepting this Award, you agree that are subject to performance measures) shall effective as of January 1, 2023, interest will not be awarded or offered credited on dividend equivalents for any awards issued under the Plan in Australia. Options must prior years that remain unvested as of the Grant Date of this Award.

4. **Distribution of the RSUs.** Except as otherwise provided in Paragraph 5, 6, 7 or 8, upon each Vesting Date specified in Paragraph 2, shares of Stock equal to the vested RSUs will be distributed to you. However, no stock certificates will be issued with respect to any shares of Stock. Stock ownership shall be kept electronically in your name, or in your name and in the name of another person of legal age as joint tenants with right of survivorship, as applicable. You are personally responsible for the payment of all taxes related to distribution. To the extent that the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with the payment of Stock or any other payment to you or on your behalf or any other payment or vesting event under this Agreement, and the amounts available to the Company for such withholding are insufficient, it shall be a condition to the obligation of the Company to make any such delivery or payment that you make arrangements satisfactory to the Company for payment of the balance of such taxes or other amounts required to be withheld. Unless otherwise determined by the Committee, such withholding requirement shall be satisfied by retention by the Company of a portion of the Stock to be delivered to you. The Stock so retained shall be credited against such withholding requirement at the fair market value of such Stock on the date the applicable benefit is to be included in your income. Except in the event your RSUs become vested under Paragraph 7, you may elect to have the Company withhold an additional amount up to the maximum statutory amount in accordance with Company procedures. In no event will the fair market value of the Stock to be withheld and/or delivered pursuant to this Paragraph 4 to satisfy applicable withholding taxes exceed the maximum amount of taxes required to be withheld.

Pursuant to the Company's General Policy on Insider Trading, you agree not to engage in "short sales" or "sales against the box" or trade in puts, calls or other options on the Company's securities.

5. **Election to Defer Distribution.** If the distribution is subject to United States tax law, an eligible Grantee may elect to defer the distribution of RSUs granted at no monetary cost. 4. Eligible Participants In Australia, under this Award. The Grantee may make a separate deferral election with respect to RSUs vesting on each separate Vesting Date. Such election(s) shall be in accordance with such rules and within such time periods as may be established by the Plan must be extended only Committee. A deferral, if elected, will result in the transfer of the deferred RSUs into the HBI Stock Fund in the Company's deferred compensation plan in effect, and applicable to persons who the Grantee, at the time the deferred RSUs would have otherwise been distributed. The applicable Company deferred compensation plan rules will govern the administration of this Award beginning on the date the RSUs are credited to the applicable deferred compensation plan. Dividend equivalents that accrue with respect to RSUs granted under this Award pursuant to Paragraph 3 may not be deferred and will be paid in accordance with Paragraph 3.

6. **Death or Totally Disabled.** In the event that you die or become totally disabled while employed by the HBI Companies, including during the period that you remain employed after giving notice of your intended retirement pursuant to Paragraph 7(b) below, all outstanding RSUs and associated dividend equivalents will vest as of the date of death or the date you are determined to be totally disabled. Your shares of Stock equal to the vested RSUs and cash in an amount equal to any associated dividend equivalents will be distributed to you or your estate, as applicable, not later than 2½ months following the

end of the calendar year in which you die or become totally disabled. For purposes of this Paragraph 6, you shall be deemed to be totally disabled if, due to a physical or mental disability, you are unable to continue in any occupation with the HBI Companies for a continuous period of at least 12 months.

## 7. Retirement.

a. If you comply with the requirements to retire from the HBI Companies as defined in this Paragraph, then the restrictions on outstanding RSUs requiring you to continue your employment until a Vesting Date shall immediately lapse and shares of Stock equal to such outstanding RSUs and cash in an amount equal to any associated dividend equivalents will be paid, as provided in Paragraph 7(c) below, to you or on your behalf not later than 2½ months following the end of the calendar year in which you terminate employment on account of retirement.

b. For purposes of this Agreement, you shall only be considered to have retired if you voluntarily cease active employment with the HBI Companies after each of the following conditions have been met: (i) you both attain at least age 55 and complete at least 10 years of service with the HBI Companies since your most recent date of hire, and thereafter provide at least six months' written notice of your intended retirement, (ii) the Committee accepts in writing your intended retirement, subject to successfully fulfilling transition duties and responsibilities and remaining employed until a retirement date set by the Committee, it being understood that these duties and responsibilities are in addition to your regular duties and responsibilities, and may require continued employment beyond the end of the six month notice period, (iii) the Committee determines that you have successfully fulfilled your transition duties and responsibilities, and (iv) you enter into a written agreement with the Company (in a form acceptable to the Company) in which you agree to release any claims against the HBI Companies within twenty-one days after employment termination (or such longer period of time as required under applicable law to have a binding release of one or more claims) and comply with the Restricted Covenants (as defined in Paragraph 19). The Committee shall, in its sole discretion, (i) decide whether or not to accept your intended retirement, (ii) set forth in writing the terms of your transition duties and responsibilities and your retirement date and (iii) determine whether or not you have successfully met your transition duties and responsibilities not later than 60 days after your employment termination. Your unvested RSUs shall be forfeited upon a voluntary termination of employment if you do not fulfill any of the requirements set forth in this Paragraph 7(b). Actions taken by the Committee in this Paragraph 7(b) shall be final and binding.

c. For purposes of this Paragraph 7, you will be considered to have been paid the amounts described in Paragraph 7(a) above if shares and, as applicable, cash are delivered to you or on your behalf in a manner that constitutes a taxable payment for purposes of Section 409A of the Code, as reasonably determined by the HBI Companies, subject to recovery by the HBI Companies due to a breach of any of the Restrictive Covenants (as defined in Paragraph 19) or Paragraph 18 prior to the third anniversary of the Grant Date. Permitted methods of payment include issuing shares to an account in your name subject to transfer restrictions and clawback provisions permitting the Company to recover these shares directly from such account without your consent in the event of any such breach. You agree to take any actions reasonably requested by the Company to effectuate the transfer restrictions and clawback provisions set forth in this Agreement, including authorizing Fidelity to take actions reasonable and necessary to enforce such provisions. The Company shall determine the manner in which shares shall be paid to a retiree in its sole discretion consistent with the requirements of this Paragraph 7(c). Regardless of the selected method of payment, you shall be required to file a Section 83(b) election with applicable taxing authorities within thirty days of the issuance of the shares under this Paragraph 7(c) and provide a copy to the Company. Failure to timely file a Section

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83(b) election shall result in you forfeiting any rights under this Award and a return of any issued shares to the Company.

d. For purposes of this Paragraph 7, (i) references to the Committee shall mean, in the case of grantees other than executive officers, the Company's head of human resources or such other individual as designated for this purpose by the Chief Executive Officer, and (ii) continuous service with an entity acquired by the Company will be counted if you were employed by the acquired entity immediately prior to the acquisition date and remained employed by the HBI Companies continuously thereafter.

## 8. Other Terminations of Employment and Change in Control.

a. **Involuntary Termination With Severance.** If your employment is involuntarily terminated by the HBI Companies (other than in connection with a Change in Control as defined in the Plan) and you are eligible to receive severance benefits under any written severance plan of the Company (a "Severance Event Termination"), then vesting continues for 90 days after the date of termination, and shares of Stock equal to the RSUs that become vested under this Paragraph 8(a) and cash in an amount equal to any associated dividend equivalents will be delivered to you not later than 2½ months following the end of the calendar year in which your employment is involuntarily terminated.

b. **Involuntary Termination Without Severance.** If your employment is involuntarily terminated by the HBI Companies and you are not eligible to receive severance benefits under any written severance plan of the Company (i.e., your employment is terminated for "cause"), the RSUs granted under this Award are forfeited on the date of termination.

c. **Voluntary Termination.** If you voluntarily terminate your employment with the HBI Companies, other than as described in Paragraph 7 above, all unvested RSUs are forfeited on the date of termination.

d. **Change in Control.** In the event a Change in Control occurs, then the following provisions will apply:

- (i) To the extent no provision is made in connection with the Change in Control for an Award that satisfies the requirements of Paragraph 8(d)(ii) below (a "Replacement Award") in assumption of or substitution for this Award, if this Award is outstanding immediately prior to the Change in Control (an "Existing Award"), then, on the date of the Change in Control all restrictions on outstanding RSUs shall lapse, and (A) shares of Stock equal to the number of vested RSUs and (B) cash in an amount equal to any associated dividend equivalents, shall be delivered to you.
- (ii) An Award meets the conditions of this Paragraph 8(d)(ii) (and hence qualifies as a "Replacement Award" for an Existing Award) if (A) it is an RSU, (B) it has a value at least equal to the value of the Existing Award, (C) it relates to publicly traded equity securities of the Company or its successor in the Change in Control or its "parent corporation" (as defined in Code Section 424(e)) or "subsidiary corporation" (as defined in Code Section 424(f)) following the Change in Control, (D) the Grantee holding the Existing Award is subject to U.S. federal income tax under the Code, the tax consequences to such Grantee under the Code of the Replacement Award are not less favorable to such Grantee than the tax consequences of the Existing Award, and (E) the Replacement Award's other

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terms and conditions are not less favorable to such Grantee than the terms and conditions of the Existing Award (including the provisions that would apply in the event of a subsequent Change in Control and provisions with respect to dividend equivalents). Without limiting the generality of the foregoing, the Replacement Award may take the form of an assumption of the Existing Award if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this Paragraph 8(d)(ii) are satisfied will be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

(iii) If the Grantee terminates his or her employment for Good Reason (as defined below) or the Grantee is involuntarily terminated for reasons other than for Cause (as defined below), in each case during the period of two years after the Change in Control, all restrictions on outstanding RSUs shall lapse, and (A) shares of Stock equal to the number of vested RSUs and (B) cash in an amount equal to any associated dividend equivalents, shall be delivered to you within 60 days following such termination.

For purposes of this Paragraph 8(d),

"Cause" means the Grantee:

- has been convicted of (or pled guilty or no contest to) a felony or any crime involving fraud, embezzlement, theft, misrepresentation or financial impropriety;
- has willfully engaged in misconduct resulting in material harm to the Company;
- has willfully failed to perform duties after written notice; or
- is in willful and material violation of Company policies resulting in harm to the Company.

"Good Reason" means any of the following actions by the Grantee's employer without the Grantee's written consent:

- The assignment to the Grantee of any duties materially inconsistent with his or her position (including status, offices, titles and reporting relationships), authority, duties or responsibilities, or any other action by such employer which results in a diminution in such title, position, authority, duties or responsibilities thereof given to the Grantee;
- Any material breach by such employer of a material provision of any agreement between such employer and Grantee; for example, without limitation, a reduction in Grantee's base salary or target bonus opportunity or failure to provide incentive opportunities to the Grantee shall be deemed to be such a material breach;
- The relocation of the Grantee's principal place of employment to a location more than 50 miles from the Grantee's principal place of employment immediately prior to the Change in Control or the Company requiring the Grantee to be based anywhere other than such principal place of employment (or permitted relocation thereof), except for required travel on the Company's business to an extent substantially consistent with the Grantee's business travel obligations immediately prior to the Change in Control; or
- The Company terminates or materially amends, or materially restricts the Grantee's participation in, any equity, bonus or equity-based compensation plans or qualified or supplemental retirement plans so that, when considered in the aggregate with any substitute plan or plans, the plans in which the Grantee is participating materially fail to provide him or her with a level of benefits provided in the aggregate by such plans prior to such termination or amendment.

e. **Sale, Closing or Spin-Off of Business Unit.** If your employment with the HBI Companies is terminated as a result of the sale, closing or spin-off of a specific business unit of the HBI Companies that does not result in a Change in Control, then vesting continues for 90 days after the date of termination, and shares of Stock equal to the RSUs that become vested under this Paragraph 8(e) and cash in an amount equal to any associated dividend equivalents will be delivered to you not later than 2½ months following the end of the calendar year in which your employment is terminated.

f. **Certain Divestiture.** If your employment with the HBI Companies is terminated (other than for cause) by the HBI Companies upon the closing of a divestiture of the HBI Companies' Champion business that is consummated on or prior to March 30, 2025 and does not result in a Change in Control (the "Divestiture") and (i) such termination is a result of the conveyance of your employment to a buying entity in connection with the Divestiture or (ii) you do not receive an offer of employment from the buying entity in connection with the Divestiture but your work for the HBI Companies is dedicated to the Champion business line immediately prior to such termination, then, in each case, all outstanding RSUs and associated dividend equivalents will vest as of the date of such termination, and shares of Stock equal to the RSUs that become vested under this Paragraph 8(f) and cash in an amount equal to any associated dividend equivalents will be delivered to you not later than 2½ months following the end of the calendar year in which your employment is terminated.

9. **Forfeiture/Right of Offset.** Notwithstanding anything contained in this Agreement to the contrary, if you engage in any activity inimical, contrary or harmful to the interests of the Company or any Subsidiary, including but not limited to: (a) breach of the Restrictive Covenants (as defined in Paragraph 19), (b) violating the Company's Global Code of Conduct, employment policies, or any employment agreement, (c) failing to cooperate with the HBI Companies, as described in Paragraph 18 below, or (d) participating in any activity not approved by the Board which could reasonably be foreseen as contributing to or resulting in a Change in Control (all such activities described in (a)-(d) above collectively referred to as "wrongful conduct"), then (i) RSUs, to the extent they remain subject to restriction, shall terminate automatically, (ii) you shall return to the Company all shares of Stock that you have not disposed of that were delivered pursuant to this Agreement within a period of one year prior to the date of the commencement of such wrongful conduct, reduced by a number of shares equal to the quotient of (A) any taxes paid in countries other than the United States with respect to the vesting or delivery of the RSUs covering such shares that are ~~full~~ not otherwise eligible for refund from the taxing authority divided by (B) the fair market value of a share of Common Stock on the date of the return of such shares, and (iii) with respect to any shares of Stock that you have disposed of that were delivered pursuant to this Agreement within a period of one year prior to the date of the commencement of such wrongful conduct, you shall pay to the Company in cash any financial gain you received with respect to such shares. For purposes of this Paragraph 9 and Paragraph 20 below, financial gain shall equal the fair market value of a share of Stock on the applicable RSU delivery date, multiplied by the number of shares of Stock delivered with respect to the RSUs on that date, reduced by any taxes paid in countries other than the United States with respect to such vesting and which taxes are not otherwise eligible for refund from the taxing authorities. By accepting this Agreement, you consent to and authorize the Company to deduct any amounts you owe to the Company under this Paragraph from any amounts payable by the Company to you for any reason. This right of set-off is in addition to any other remedies the Company may have against you for your breach of this Agreement. In addition, by accepting this Agreement, you consent to and authorize the Company to deduct any amounts you owe to the Company for any reason from any amounts payable by the Company to you under this Agreement.

The Grantee acknowledges and agrees that this Agreement and the Award described herein (and any settlement thereof) are also subject to the terms and conditions of Company's clawback policy as may be

in effect from time to time specifically to implement Section 10D of the Exchange Act and any applicable rules or part-time employees, directors, contractors regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Stock may be traded) (the "Compensation Recovery Policy"), and that relevant sections of this Agreement shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof.

10. **Adjustments.** This Award is subject to adjustment pursuant to Section 16 of the Plan.

11. **Rights as a Stockholder.** Except as provided in Paragraph 3 above (regarding dividend equivalents), you shall have no rights as a stockholder of the Company in respect of the RSUs, including the right to vote, until and unless the RSUs have vested and ownership of Stock issuable upon vesting of the RSUs has been transferred to you.

12. **Public Offer Waiver.** By voluntarily accepting this Award, you acknowledge and understand that your rights under the Plan are offered to you strictly as an employee of the HBI Companies and that this Award of RSUs is not an offer of securities made to the general public.

13. **Conformity with the Plan and Share Retention Requirements.** This Award is intended to conform in all respects with, and is subject to, all applicable provisions of the Plan. Inconsistencies between this Agreement, the Plan Prospectus or ~~casual~~ the Plan shall be resolved in accordance with the terms of the Plan. By your acceptance of this Agreement, you agree to be bound by all of the terms of this Agreement, the Plan, the Plan Prospectus, and the share ownership and retention guidelines of the Company's Key Executive Stock Ownership Program.

14. **Interpretations.** Any dispute, disagreement or question which arises under, or as a result of, or in any way relates to the interpretation, construction or application of the terms of this Agreement, the Plan, or the Plan Prospectus, including whether you engaged in conduct resulting in forfeiture or right of offset under Paragraph 9, will be determined and resolved by the Committee or its authorized delegate. Such determination or resolution by the Committee or its authorized delegate will be final, binding and conclusive for all purposes.

15. **No Rights to Continued Employment.** Nothing in the Agreement, the Plan Prospectus, or the Plan confers on any Grantee any right to continue in the employ of the HBI Companies or in any way affects the HBI Companies' right to terminate the Grantee's employment without prior notice at any time or for any reason. You further acknowledge that this Award is for future services to the HBI Companies and is not under any circumstances to be considered compensation for past services.

16. **Consent to Transfer Personal Data.** By accepting this Award, you voluntarily acknowledge and consent to the collection, use, processing and transfer of personal data as described in this Paragraph and in accordance with the Company's privacy policies. You are not obliged to consent to such collection, use, processing and transfer of personal data. However, failure to provide the consent may affect your ability to participate in the Plan. The Company holds certain personal information about you, that may include your name, home address and telephone number, fax number, email address, family size, marital status, sex, beneficiary information, emergency contacts, passport / visa information, age, language skills, driver's license information, date of birth, birth certificate, social security number or other employee identification number, nationality, C.V. (or resume), wage history, employment references, job title, employment or severance contract, current wage and benefit information, personal bank account number, tax related information, plan or benefit enrollment forms and elections, option or benefit statements, any shares of Stock or directorships in the Company, details of all options or any other entitlements to shares of Stock awarded, canceled, purchased, vested, unvested or outstanding in the Grantee's favor, for the purpose of managing and administering the Plan ("Data"). The Company and/or its Subsidiaries will transfer Data amongst themselves as necessary for the purpose of implementation,

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administration and management of your participation in the Plan, and the Company may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located throughout the world, including the United States. You authorize them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of Stock on your behalf to a broker or other third party with whom you may elect to deposit any shares of Stock acquired pursuant to the Plan. You may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Company; however, withdrawing your consent may affect your ability to participate in the Plan.

17. **Miscellaneous.**

a. **Modification.** This Award is documented by the records of the Committee or its delegate which shall be the final determinant of the number of RSUs granted and the conditions of this Agreement. The Committee may amend or modify this Award in any manner to the extent that the Committee would have had the authority under the Plan initially to grant such Award, provided that no such amendment or modification shall materially and adversely impair your rights under this Agreement without your consent, unless the Committee reasonably determines that such amendment or modification is necessary to comply with Section 10D of the Exchange Act. Except as in accordance with the two immediately preceding sentences and Paragraph 21, this Agreement may be amended, modified or supplemented only by agreement of both parties as evidenced in writing or in electronic form as agreed to by the parties.

b. **Governing Law.** All matters regarding or affecting the relationship of the Company and its stockholders shall be governed by the General Corporation Law of the State of Maryland. All other matters arising under this Agreement and the Restrictive Covenants (as defined in Paragraph 19), including matters of validity, construction and interpretation, shall be governed by the internal laws of the State of North Carolina, without regard to any state's conflict of law principles. You and the Company agree that all claims in respect of any action or proceeding arising out of or relating to this Agreement and the Restrictive Covenants (as defined in Paragraph 19) shall be heard or determined in any state court in Forsyth County of North Carolina or federal court sitting in the Middle District of North Carolina, and you agree to waive any defense of inconvenient forum to such actions or proceedings. A final judgment in any action or proceeding so brought shall be conclusive and may be enforced in any manner provided by law.

c. **Successors and Assigns.** Except as otherwise provided herein, this Agreement will bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto whether so expressed or not.

d. **Severability.** Whenever feasible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

e. **Impact Upon Termination of Employment.** By voluntarily acknowledging and accepting this Award, you agree that no benefits accruing under the Plan will be reflected in any severance or indemnity payments that the Company may make or be required to make to you in the future, regardless of the jurisdiction in which you may be located.

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18. **Cooperation.** Subject to the additional duties set forth in Paragraph 7(a) in the event of retirement, you agree that in all events following your termination of employment you will cooperate in the effort to effect an orderly, smooth, and efficient transition of your duties and responsibilities to such individual(s) as the HBI Companies may direct. You shall also cooperate with reasonable requests made by or on behalf of the HBI Companies for information with respect to the operations, practices, and policies of the HBI Companies or your former job responsibilities, including in connection with matters arising out of your service to the HBI Companies without limitation and any litigation matters; provided, that following termination of your employment, the HBI Companies will make reasonable efforts to minimize disruption of your other activities and will reimburse you for reasonable expenses incurred in connection with your cooperation. The requirements of this Paragraph 18 shall continue until the third anniversary of the Grant Date.

19. **Confidentiality, Non-Compete, Non-Disparagement and Non-Solicitation.** You agree, understand, and acknowledge that by executing this Agreement, you shall be bound by, and shall abide by the restrictive covenants set forth in Exhibit A of this Agreement (the "Restrictive Covenants"). You further agree, understand and acknowledge that the scope and duration of the Restrictive Covenants contained in this Agreement are reasonable and necessary to protect a legitimate, protectable interest of the HBI Companies, and that the Committee, in its sole discretion, may require you, as a condition to lapsing any restrictions on the RSUs, to acknowledge in writing that you have not engaged, and are not in the process of engaging, in any of the activities described in this Paragraph 19.

20. **Confidentiality of Terms of this Agreement.** Except as required or permitted by applicable law, you agree that you will not disclose the existence or terms of this Agreement to any other employees of the Company or an Australian Subsidiary, third parties with the exception of your accountants, attorneys, financial advisors, spouse, or domestic partner, and shall ensure that none of them discloses such existence or terms to any other individual who provides services person. If the existence or terms of this Agreement are disclosed by you other than as provided above, then at the discretion of the Company (i) RSUs, to the extent they remain subject to restriction, shall terminate automatically, (ii) you shall return to the Company all shares of Stock that you have not disposed of that were delivered pursuant to this Agreement within a period of one year prior to the date of such disclosure, reduced by a number of shares equal to the quotient of (A) any taxes paid in countries other than the United States with respect to the vesting or an Australian Subsidiary delivery of the RSUs covering such shares that are not otherwise eligible for refund from the taxing authority divided by (B) the fair market value of a share of Common Stock on the date of the return of such shares, and who meet eligibility requirements (iii) with respect to any shares of Stock that you have disposed of that were delivered pursuant to this Agreement within a period of one year prior to the date of such disclosure, you shall pay to the Company in cash any financial gain you received with respect to such shares.

21. **Amendment.** By accepting this Award, you agree that the granting of the Award is at the discretion of the Committee and that acceptance of this Award is no guarantee that future Awards will be granted under the Plan. 5. No Contribution Plan or Trust An offer of Common Shares, Restricted Stock, Options, Appreciation Rights, and Restricted Stock Units under Notwithstanding anything in this Agreement, the Plan must not involve any offer, issue Prospectus, or sale being made through a trust, unless the Plan to a corporate trustee of a self-managed superannuation fund (within the meaning contrary, this Award may be amended by the Company without the consent of the Superannuation Industry

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NAI-1535380013v5 -3- (Supervision) Act 1993 (Cth)) where the Participant is a director Grantee, including but not limited to modifications to any of the corporate trustee. 6. Form of Offer 6.1 Any offer made rights granted to the Grantee under this Agreement, at such time and in Australia such manner as the Company may consider necessary or desirable to participate reflect changes in law. The Grantee understands that the Company may amend, resubmit, alter, change, suspend, cancel, or discontinue the Plan must be included in a document ("Offer Document") which sets out at any time without limitation.

22. **Plan Documents.** The Plan Prospectus is available on the terms of the offer, including the period during which the Participant may accept the offer (the "offer period"), and which must include or be accompanied by a Fidelity website at [www.netbenefits.com](http://www.netbenefits.com). A copy of the Plan or a summary can be requested

from the Compensation Committee, c/o Corporate Secretary, Hanesbrands Inc., 1000 E. Hanes Mill Road, Winston-Salem, NC 27105.

23. **Electronic Delivery.** By accepting this Award, you consent to accept electronic delivery of the Plan. Where a summary only is provided with the offer, the Offer Document must include an undertaking any documents that the Company may be required to deliver (including, but not limited to,

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prospectives, grant or award notifications and agreements, account statements, and any other forms or communications related to this Award or the Plan) via Company e-mail or any other electronic system established and maintained by the Company or a third party designated by the Company.

24. **Section 409A.** Any payments under this Award are intended to comply with the short-term deferral rule set forth in Treasury Regulation §1.409A-(b) (4), and this Award shall be interpreted to effect such intent. Consistent with this intention, each amount payable under this Agreement shall be considered a separate payment for purposes of Section 409A of the Code, and shall paid in all events notwithstanding any other provision of this Agreement to the contrary not later than the fifteenth (15th) day of the third month following your first taxable year in which the payment is no longer subject to a substantial risk of forfeiture, as determined by the Committee consistent with Section 409A of the Code and any Treasury Regulations and other guidance issued thereunder. By signing this Agreement, you understand and agree that you are solely responsible for the payment of any taxes that may be imposed on amounts payable under this Award.

Grant Acceptance:

Grantee

Date

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**Exhibit A**  
**Restrictive Covenants**

You understand that during your employment with the HBI Companies, you will have access to the HBI Companies' confidential information and key business relationships. You agree, therefore, that the following restrictions are reasonable and necessary to protect the interests of the HBI Companies:

**1. Protection of Confidential Information.**

a. **Definition of "Confidential Information."** The term "Confidential Information" means any information about the HBI Companies' business or its Australian Subsidiary employees that is not generally known to the public. Examples of Confidential Information include, but are not limited to, information about: customers, vendors, pricing and costs, business strategies and plans, financial data, technology, and businesses methods or processes used or considered by the HBI Companies.

b. **Nondisclosure and Prohibition against Misuse.** During your employment, you will not use or disclose any Confidential Information, without the Company's prior written permission, for any purpose other than performance of your duties for the HBI Companies.

c. **Non-Disclosure and Return of Property Upon Termination.** After termination of your employment, you will not use or disclose any Confidential Information for any purpose. Immediately upon your termination, you will return any Confidential Information in your possession to the Company. If you have Confidential Information that has been saved or transferred to any device not owned by the HBI Companies, you will immediately notify the Company, and make such device available to the Company so that it may remove any Confidential Information from the device.

**2. Protection of Company Interests.**

a. **Definitions.**

(i) "Competing Products" means products or services sold by the HBI Companies, or any prospective product or service the HBI Companies took steps to develop, and which you had any knowledge of or responsibility for during the twenty-four (24) months preceding the termination of your employment;

(ii) "Restricted Territory" means the geographic territory over which you had responsibility during the twenty-four (24) months preceding the termination of your employment.

b. **Non-Competition.** During your employment and for twelve (12) months after termination of your employment if you hold a reasonable period and title of vice president or above at the time of termination or for six (6) months after termination of your employment if you are a director at the time of your termination, you will not directly or indirectly, on behalf of yourself or in conjunction with any other person or entity:

(i) own any business (other than less than three percent (3%) ownership in a publicly traded company) that sells Competing Products in the Restricted Territory;

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(ii) work in the Restricted Territory for any person or entity that sells Competing Products, in any event within 10 role: (1) that is similar to any position you held with the HBI Companies during the twenty-four (24) months preceding the termination of your employment, or (2) that may cause you to inevitably rely upon or disclose the HBI Companies' Confidential Information.

c. **Non-Solicitation of Customers and Employees.** During your employment and for twelve (12) months after termination of your employment, you will not directly or indirectly, on behalf of yourself or in conjunction with any other person or entity:

(i) solicit or accept business days from any customer or prospective customer of the Participant so requesting, HBI Companies with whom you had contact during the last twenty-four (24) months of your employment or about whom you had any Confidential Information, if the products or services that customer intends to purchase are similar to products or services offered by the HBI Companies;

(ii) solicit or hire any employee or independent contractor of the HBI Companies, who worked for the HBI Companies during the six (6) months preceding termination of your employment, to work for you or your new employer.

For purposes of this section, "solicit" means:

(i) Any comments, conduct or activity that would influence a customer's decision to continue doing business with the HBI Companies, regardless of who initiates contact;

(ii) Any comments, conduct or activity that would influence an employee's or independent contractor's decision to resign employment with the HBI Companies or accept employment with your new company, regardless of who initiates contact.

d. **Limitations on Working For Customers and Vendors.** During your employment, and for twelve (12) months after termination of your employment if you are a vice president or above or for six (6) months after termination of your employment if you are a director, you will not work for any of the HBI Companies' customers or vendors in any role in which you might inevitably rely upon or disclose Confidential Information.

e. **No Restrictions on Right to Practice Law.** Nothing in this Paragraph 2 shall prohibit a grantee from engaging in the practice of law, and shall be interpreted to comply with the American Bar Association Model Rule 5.6 and/or any state counterpart.

3. **Non-Disparagement.** You agree that during your employment, and after your employment with the HBI Companies ends for any reason, you will not make any false or disparaging statement(s) about the HBI Companies to other employees, customers, vendors or any other third party.

4. **Limitations on Confidentiality and Non-Disparagement.** You understand that the foregoing confidentiality and non-disparagement provisions do not prohibit you from providing truthful information in good faith to any federal or state governmental agency, entity or official investigating an alleged violation of federal or state law or regulation or when you make other disclosures that are protected under the whistleblower provisions of federal or state law, including but not limited to the

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Securities and Exchange Commission, in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934, as amended, or Section 806 of the Sarbanes-Oxley Act of 2002. You understand that you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

5. **Subsequent Employment Protocol.** During your employment and for twelve (12) months after termination of your employment if you are a vice president or above or for six (6) months after termination of your employment if you are a director, prior to accepting employment with any person or entity, you will provide the Participant without charge your prospective employer with a copy of this Agreement, including the Restrictive Covenants set forth in this Exhibit A. Additionally, at least seven (7) days before accepting subsequent employment, you will notify the Company of your prospective employer's name, address and telephone number, and a description of the job duties for which you are being considered.

6. **Certifications.** By executing this Agreement, which includes the Restrictive Covenants set forth in this Exhibit A, you certify that you: (a) have not and will not use or disclose to the HBI Companies any confidential information and/or trade secrets belonging to others, including your prior employers; (b) will not use any prior inventions made by you and which the HBI Companies are not legally entitled to learn of or use; and (c) are not subject to any prior agreements that would prevent you from fully performing your duties for the HBI Companies.

7. **Protection of Proprietary Rights.**

a. You agree that all Work Product (defined below) and Intellectual Property Rights (defined below) shall be the sole and exclusive property of the HBI Companies. "Work Product" means all writings, inventions, discoveries, ideas and other work product of any nature whatsoever that you create on your own or in collaboration with others during your employment with the HBI Companies and that relates to the business, contemplated business, research or development of the HBI Companies. "Intellectual Property Rights" means all rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents and other intellectual property rights arising out of the Work Product, in any jurisdiction throughout the world, and all related rights of priority under international conventions.

b. You acknowledge that, by reason of being employed by the HBI Companies, all of the Work Product is, to the extent permitted by law, "work made for hire" and is the property of the HBI Companies. To the extent that any Work Product is not "work made for hire," you hereby irrevocably assign to the Company, for no additional consideration, your entire right, title and interest in and to all Work Product and Intellectual Property Rights therein.

c. During and after your employment, you agree to reasonably cooperate with the Company to (i) apply for, obtain, perfect and transfer to the Company the Work Product and any Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (ii) maintain, protect and enforce the same. You hereby irrevocably grant the Company power of attorney to execute and deliver any such documents on your behalf and in your name and to do all other lawfully permitted acts to transfer the Work Product to the Company and further the transfer, issuance, prosecution and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, in the event that you do not promptly cooperate with the Company's request. The power of attorney is coupled with an interest and shall not be affected by your subsequent incapacity.

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8. **Injunctive Relief and Attorney's Fees.** You agree that in the event you breach any of the Restrictive Covenants set forth in this Exhibit A, the HBI Companies will be irreparably harmed and entitled to an injunction restraining any further breach, in addition to any other rights, including forfeiture or offsets to which they are entitled. Further, you will be responsible for all attorneys' fees, costs and expenses incurred by the HBI Companies to enforce this Agreement. Additionally, any time periods for restrictions set forth in Paragraph 2 above will be extended by an amount of time equal to the duration of any time period during which you are in violation of this Agreement.

9. **Change of Position.** If the HBI Companies change your position or title with the Company, or transfers you from one affiliate to another, your obligations hereunder will remain in force; provided, however, that the length of the covenants set forth in Paragraph 2b, Paragraph 2d and Paragraph 5 above will be determined based on your position at the time of employment termination.

10. **Protections For Affiliates and Subsidiaries.** This Agreement is intended to benefit all Company subsidiaries and affiliates for which you perform services, for which you have customer contact or about which you receive Confidential Information. Therefore, any Company subsidiary or affiliate that may be adversely affected by a breach may enforce this Agreement regardless of which entity actually employs you at the time.

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EXHIBIT 10.2

FORM OF  
HANESBRANDS INC.  
2020 OMNIBUS INCENTIVE PLAN  
CALENDAR YEAR [DATE] GRANT

DISCRETIONARY RESTRICTED STOCK UNIT GRANT NOTICE AND AGREEMENT

To: [NAME] (referred to herein as "Grantee" or "you")

Hanesbrands Inc. (the "Company") is pleased to confirm that you have been granted a discretionary restricted stock unit ("RSU") award (this "Award"), effective [DATE] (the "Grant Date"). This Award is subject to the terms of this Grant Notice and Agreement (this "Agreement") and is made under the Hanesbrands Inc. 2020 Omnibus Incentive Plan (the "Plan") which is incorporated into this Agreement by reference. Unless otherwise indicated, any capitalized terms used herein that are otherwise undefined shall have the same meaning provided in the Plan. A Participant located

1. **Acceptance of Terms and Conditions.** To be eligible to receive this Award, you must electronically acknowledge and accept this Award within 75 days after the Grant Date in Australia cannot acquire Common Shares, Restricted Stock, Options, Appreciation Rights or Restricted Stock Units accordance with procedures established by the Company. By accepting this Agreement, you agree to be bound by the terms and conditions herein, including the Restrictive Covenants (as defined below in Paragraph 18 and set forth in Exhibit A), the Plan and any and all conditions established by the Company in connection with Awards issued under the Plan, until and you further acknowledge and agree that this Award does not confer any legal or equitable right (other than those rights constituting the Award itself) against the Company or any Subsidiary directly or indirectly, or give rise to any cause of action at least 14 days law or in equity against the Company or any Subsidiary. There is no guarantee that you will earn vested rights under the Award and the value of the Award depends upon the Company's future stock price performance, which may increase or decrease after receiving the Offer Document. 6.3 The Offer Document must Grant Date. If you do not accept this Award in accordance with the procedures outlined in this Paragraph and within the 75-day period described above, the Award will be cancelled and forfeited. However, your employment is not contingent upon doing so. You are free to decline receipt of the grant of RSUs under this Agreement, and the attending restrictions set forth in Exhibit A and to continue working for the Company. By accepting this Agreement, you also include general information about acknowledge that you are fluent in the risks English language and have reviewed and understand the terms and conditions of acquiring this Agreement and holding the award being offered Plan.

2. **Grant of RSU Award.** Subject to the Participant. 6.4 Further, restrictions, limitations, terms and conditions specified in the Offer Document must include Plan, the Participation Guide/Prospectus for the Hanesbrands Inc. 2020 Omnibus Incentive Plan (the "Plan Prospectus"), and this Agreement, the Company has granted you as of the Grant Date [NUMBER] RSUs. Except as provided below in Paragraphs 5, 6 and 7, these RSUs will remain restricted until the end of each applicable vesting date set forth below (each, a statement "Vesting Date"). Prior to the effect that any advice given delivery of the RSUs, the RSUs are not transferable by the Grantee by means of sale, assignment, exchange, pledge, or otherwise. For each of the below-stated Vesting Dates on which you continue to be employed by the Company or any of its Subsidiaries (collectively, the "HBI Companies"), you will vest in the below-stated percentage of the total number of RSUs awarded in this Agreement, until you are 100% vested:

Vesting Date(s)	Vested Percentage of RSUs Awarded
[DATE]	[ ]%
[DATE]	[ ]%
[DATE]	[ ]%

3. **Dividend Equivalents.** Subject to the restrictions, limitations and conditions described in the Plan, dividend equivalents will accrue with respect to the RSUs granted hereunder at the same time and in the same amount as cash dividends are paid to owners of Hanesbrands Inc. common stock. Interest will not be credited on accrued dividend equivalents. Dividend equivalent balances will vest on the same Vesting Date as the associated RSUs, and will be distributed in cash as soon as administratively practicable thereafter, except as provided herein. By acknowledging and accepting this Award, you agree that effective as of January 1, 2023, interest will not be credited on dividend equivalents for any awards issued under the Plan in prior years that remain unvested as of the Grant Date of this Award.

4. **Distribution of the RSUs.** Except as otherwise provided in Paragraph 5, 6 or 7, upon each Vesting Date specified in Paragraph 2, shares of Stock equal to the vested RSUs will be distributed to you. However, no stock certificates will be issued with respect to any shares of Stock. Stock ownership shall be kept electronically in your name, or in your name and in the name of another person of legal age as joint tenants with right of survivorship, as applicable. You are personally responsible for the payment of all taxes related to distribution. To the extent that the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with the offer is general advice only payment of Stock or any other payment to you or on your behalf or any other payment or vesting event under this Agreement, and does not take into account the Participant's objectives, financial situation and needs, and that Participants should consider obtaining their own financial product advice from an independent person who is licensed by ASIC amounts available to give the Company for such advice. 7. Australian Dollar Equivalent of Acquisition Price at Offer Date The Offer Document must specify withholding are insufficient, it shall be a condition to the Australian dollar equivalent obligation of the exercise price Company to make any such delivery or base price of any Common Shares, Restricted Stock, Options, Restricted Stock Units or Appreciation Rights payment that are you make arrangements satisfactory to the subject Company for payment of the Offer Document ("Acquisition Price") balance of such taxes or other amounts required to be withheld. Unless otherwise determined by the Committee, such withholding requirement shall be satisfied by retention by the Company of a portion of the Stock to be delivered to you. The Stock so retained shall be credited against such withholding requirement at the fair market value of such Stock on the date the applicable benefit is to be included in your income. Except in the event your RSUs become vested under Paragraph 6, you may elect to have the Company withhold an additional amount up to the maximum statutory amount in accordance with Company procedures. In no event will the fair market value of the Stock to be withheld and/or delivered pursuant to this Paragraph 4 to satisfy applicable withholding taxes exceed the maximum amount of taxes required to be withheld.

Pursuant to the Company's General Policy on Insider Trading, you agree not to engage in "short sales" or "sales against the box" or trade in puts, calls or other options on the Company's securities.

5. **Death or Totally Disabled.** In the event that you die or become totally disabled while employed by the HBI Companies, including during the period that you remain employed after giving notice of your intended retirement pursuant to Paragraph 6(b) below, all outstanding RSUs and associated dividend equivalents will vest as at the date of death or the offer. 8. Updated Pricing Information The Offer Document must include date you are determined to be totally disabled. Your shares of Stock equal to the vested RSUs and cash in an undertaking that, and an explanation amount equal to any associated dividend equivalents will be distributed to you or your estate, as applicable, not later than 2½ months following the end of the way calendar year in which the Company will, during the offer period and within a reasonable period of a Participant so requesting, make available to the Participant the following information: (a) the Australian dollar equivalent of the current market price of a Common Share, as at the date of the Participant's request; and (b) the Australian dollar equivalent of the Acquisition Price, as at the date of the Participant's request.

NAI-1535380013v5 -4- you die or become totally disabled. For the purposes of this clause, the current market price of a Common Share Paragraph 5, you shall be taken deemed to be totally disabled if, due to a physical or mental disability, you are unable to continue in any occupation with the HBI Companies for a continuous period of at least 12 months.

6. **Retirement.**

a. If you comply with the requirements to retire from the HBI Companies as defined in this Paragraph, then the final price published restrictions on outstanding RSUs requiring you to continue your employment until a Vesting Date shall immediately lapse and shares of Stock equal to such outstanding RSUs and cash in an amount equal to any associated dividend equivalents will be paid,

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as provided in Paragraph 6(c) below, to you or on your behalf not later than 2½ months following the end of the calendar year in which you terminate employment on account of retirement.

b. For purposes of this Agreement, you shall only be considered to have retired if you voluntarily cease active employment with the HBI Companies after each of the following conditions have been met: (i) you both attain at least age 55 and complete at least 10 years of service with the HBI Companies since your most recent date of hire, and thereafter provide at least six months' written notice of your intended retirement, (ii) the Committee accepts in writing your intended retirement, subject to successfully fulfilling transition duties and responsibilities and remaining employed until a retirement date set by the New York Stock Exchange for Committee, it being understood that these duties and responsibilities are in addition to your regular duties and responsibilities, and may require continued employment beyond the previous trading day. 9. Exchange Rate for Australia Dollar Equivalent of a Price For the purposes of clauses 7 and 8, the Australian dollar equivalent end of the Acquisition Price six month notice period, (iii) the Committee determines that you have successfully fulfilled your transition duties and current market price of Common Shares shall be calculated by reference responsibilities, and (iv) you enter into a written agreement with the Company (in a form acceptable to the Australian/U.S. dollar exchange rate published by Company) in which you agree to release any claims against the Company's bank no earlier than HBI Companies within twenty-one days after employment termination (or such longer period of time as required under applicable law to have a binding release of one or more claims) and comply with the business day before the day Restricted Covenants (as defined in Paragraph 18). The Committee shall, in its sole discretion, (i) decide whether or not to which the price relates. 10. Loan or Financial Assistance If the Company or any Australian Subsidiary offers a Participant any loan or other financial assistance for the purpose of acquiring the Common Shares to which the offer relates, the Company or Australian Subsidiary: (a) must ensure that under accept your intended retirement, (ii) set forth in writing the terms of the loan: (i) no fees your transition duties and responsibilities and your retirement date and (iii) determine whether or interest is payable; not you have successfully met your transition duties and (ii) the rights responsibilities not later than 60 days after your employment termination. Your unvested RSUs shall be forfeited upon a voluntary termination of employment if you do not fulfill any of the lender against requirements set forth in this Paragraph 6(b). Actions taken by the Participant Committee in this Paragraph 6(b) shall be final and binding.

c. For purposes of this Paragraph 6, you will be considered to have been paid the amounts described in Paragraph 6(a) above if shares and, as applicable, cash are delivered to you or on your behalf in a manner that constitutes a taxable payment for purposes of Section 409A of the Code, as reasonably determined by the HBI Companies, subject to recovery by the HBI Companies due to a breach of any of the Restrictive Covenants (as defined in Paragraph 18) or Paragraph 17 prior to the third anniversary of the Grant Date. Permitted methods of payment include issuing shares to an account in your name subject to transfer restrictions and clawback provisions permitting the Company to recover these shares directly from such account without your consent in the event of default any such breach. You agree to take any actions reasonably requested by the Company to effectuate the transfer restrictions and clawback provisions set forth in payment this Agreement, including authorizing Fidelity to take actions reasonable and necessary to enforce such provisions. The Company shall determine the manner in which shares shall be paid to a retiree in its sole discretion consistent with the requirements of this Paragraph 6(c). Regardless of the loan are wholly limited selected method of payment, you shall be required to forfeiture of the Common Shares acquired using the loan; (b) must ensure that the borrower under the terms of the loan is the Participant who will acquire the Common Shares to which the offer relates; and (c) must ensure that the Offer Document includes or is accompanied by file a copy of the terms of the loan, or includes a summary of the terms of the loan and states that, upon request by the Participant, a copy of the terms of the loan will be provided to the Participant Section 83(b) election with applicable taxing authorities within 10 business thirty days of the Participant's request. 11. Restriction on Capital Raising: 5% limit In issuance of the shares under this Paragraph 6(c) and provide a copy to the Company. Failure to timely file a Section 83(b) election shall result in you forfeiting any rights under this Award and a return of any issued shares to the Company.

d. For purposes of this Paragraph 6, (i) references to the Committee shall mean, in the case of any offer that grantees other than executive officers, the Company's head of human resources or such other individual as designated for this purpose by the Chief Executive Officer, and (ii) continuous service with an entity acquired by the Company will involve be counted if you were employed by the issue acquired entity immediately prior to the acquisition date and remained employed by the HBI Companies continuously thereafter.

Page 3 of Common Shares, including 14

## 7. Other Terminations of Employment and Change in Control.

a. **Involuntary Termination With Severance.** If your employment is involuntarily terminated by the HBI Companies (other than in connection with a Change in Control as a result of an exercise of an Option, under a Restricted Stock Unit or other award giving an entitlement defined in the Plan) and you are eligible to receive Common Shares, severance benefits under any written severance plan of the Company must reasonably believe (a "Severance Event Termination"), then vesting continues for 90 days after the date of termination, and shares of Stock equal to the RSUs that become vested under this Paragraph 7(a) and cash in an amount equal to any associated dividend equivalents will be delivered to you not later than 2½ months following the aggregate of: (a) the number of Common Shares that are the subject end of the offer calendar year in which your employment is involuntarily terminated.

b. **Involuntary Termination Without Severance.** If your employment is involuntarily terminated by the HBI Companies and you are not eligible to receive severance benefits under any written severance plan of the Plan, or to be received Company (i.e., your employment is terminated for "cause"), the RSUs granted under this Award are forfeited on the relevant award, to Australian-resident employees; and

date of termination.



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NAI-1535380013v5-5- (b) c. **Voluntary Termination.** If you voluntarily terminate your employment with the number HBI Companies, other than as described in Paragraph 6 above, all unvested RSUs are forfeited, on the date of Common Shares that are, or are covered by, awards that have been issued or may be issued under offers termination.

d. **Change in Control.** In the event a Change in Control occurs, then the following provisions will apply:

- (i) To the extent no provision is made in connection with the Plan at any time during Change in Control for an Award that satisfies the previous three year period before requirements of Paragraph 7(d)(ii) below (a "Replacement Award") in assumption of or substitution for this Award, if this Award is outstanding immediately prior to the Change in Control (an "Existing Award"), then, on the date of the offer, Change in Control all restrictions on outstanding RSUs shall lapse, and (A) shares of Stock equal to the number of vested RSUs and (B) cash in an amount equal to any associated dividend equivalents, shall be delivered to you.
- (ii) An Award meets the conditions of this Paragraph 7(d)(ii) (and hence qualifies as a "Replacement Award" for an Existing Award) if (A) it is an RSU, (B) it has a value at least equal to the value of the Existing Award, (C) it relates to publicly traded equity securities of the Company or its successor in the Change in Control or its "parent corporation" (as defined in Code Section 424(e)) or "subsidiary corporation" (as defined in Code Section 424(f)) following the Change in Control, (D) the Grantee holding the Existing Award is subject to U.S. federal income tax under the Code, the tax consequences to such Grantee under the Code of the Replacement Award are not less favorable to such Grantee than the tax consequences of the Existing Award, and (E) the Replacement Award's other terms and conditions are not less favorable to such Grantee than the terms and conditions of the Existing Award (including the provisions that would apply in the event of a subsequent Change in Control and provisions with respect to dividend equivalents). Without limiting the generality of the foregoing, the Replacement Award may take the form of an assumption of the Existing Award if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this Paragraph 7(d)(ii) are satisfied will be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

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- (iii) If the Grantee terminates his or her employment for Good Reason (as defined below) or the Grantee is involuntarily terminated for reasons other than for Cause (as defined below), in each case during the period of two years after the Change in Control, all restrictions on outstanding RSUs shall lapse, and (A) shares of Stock equal to the number of vested RSUs and (B) cash in an amount equal to any associated dividend equivalents, shall be delivered to you within 60 days following such termination.

For purposes of this Paragraph 7(d),

"Cause" means the Grantee:

- has been convicted of (or pled guilty or no contest to) a felony or any crime involving fraud, embezzlement, theft, misrepresentation or financial impropriety;
- has willfully engaged in misconduct resulting in material harm to the Company;
- has willfully failed to perform duties after written notice; or
- is in willful and material violation of Company policies resulting in harm to the Company.

"Good Reason" means any of the following actions by the Grantee's employer without the Grantee's written consent:

- The assignment to the Grantee of any duties materially inconsistent with his or her position (including status, offices, titles and reporting relationships), authority, duties or responsibilities, or any other action by such employer which results in a diminution in such title, position, authority, duties or responsibilities thereof given to the Grantee;

- Any material breach by such employer of a material provision of any agreement between such employer and Grantee; for example, without limitation, a reduction in Grantee's base salary or target bonus opportunity or failure to provide incentive opportunities to the Grantee shall be deemed to be such a material breach;
- The relocation of the Grantee's principal place of employment to a location more than 50 miles from the Grantee's principal place of employment immediately prior to the Change in Control or the Company requiring the Grantee to be based anywhere other than such principal place of employment (or permitted relocation thereof), except for required travel on the Company's business to an extent substantially consistent with the Grantee's business travel obligations immediately prior to the Change in Control; or
- The Company terminates or materially amends, or materially restricts the Grantee's participation in, any equity, bonus or equity-based compensation plans or qualified or supplemental retirement plans so that, when considered in the aggregate with any substitute plan or plans, the plans in which the Grantee is participating materially fail to provide him or her with a level of benefits provided in the aggregate by such plans prior to such termination or amendment.

e. **Sale, Closing or Spin-Off of Business Unit.** If your employment with the HBI Companies is terminated as a result of the sale, closing or spin-off of a specific business unit of the HBI Companies that does not exceed 5% result in a Change in Control, then vesting continues for 90 days after the date of termination, and shares of Stock equal to the RSUs that become vested under this Paragraph 7(a) and cash in an amount equal to any associated dividend equivalents will be delivered to you not later than 2½ months following the end of the total number calendar year in which your employment is terminated.

Page 5 of Common Shares as at 14

f. **Certain Divestiture.** If your employment with the time HBI Companies is terminated (other than for cause) by the HBI Companies upon the closing of a divestiture of the offer HBI Companies' Champion business that is consummated on or invitation. 12. Compliance with Undertakings The Company or an Australian Subsidiary must comply with any undertaking required prior to be made March 30, 2025 and does not result in the Offer Document, including the undertaking to provide pricing information upon request. 13. Application of Subdivision 83A-C a Change in Control (the "Divestiture") and (i) such termination is a result of the Tax Act The Plan conveyance of your employment to a buying entity in connection with the Divestiture or (ii) you do not receive an offer of employment from the buying entity in connection with the Divestiture but your work for the HBI Companies is a plan dedicated to which Subdivision 83A-C the Champion business line immediately prior to such termination, then, in each case, all outstanding RSUs and associated dividend equivalents will vest as of the Tax Act applies (subject date of such termination, and shares of Stock equal to the conditions RSUs that become vested under this Paragraph 8(f) and cash in that Act) an amount equal to any associated dividend equivalents will be delivered to you not later than 2½ months following the end of the calendar year in which your employment is terminated.

8. **Forfeiture/Right of Offset.** 14. Misleading Statements and Omissions 14.1 The Plan and Notwithstanding anything contained in this Agreement to the Offer Document ("Relevant Documents") must not include a misleading contrary, if you engage in any activity inimical, contrary or deceptive statement, and must not omit any information that would result in harmful to the Relevant Documents being misleading or deceptive. 14.2 The Company must provide each Participant with an updated Offer Document as soon as practicable if, during the offer period, the Company becomes aware that the Offer Document that was provided has become out of date or is otherwise not correct, in a material respect. 14.3 The directors interests of the Company or any person named Subsidiary, including but not limited to: (a) breach of the Restrictive Covenants (as defined in Paragraph 18), (b) violating the Company's Global Code of Conduct, employment policies, or any employment agreement, (c) failing to cooperate with their the HBI Companies, as described in Paragraph 17 below, or (d) participating in any activity not approved by the Board which could reasonably be foreseen as contributing to or resulting in a Change in Control (all such activities described in (a)-(d) above collectively referred to as "wrongful conduct"), then (i) RSUs, to the extent they remain subject to restriction, shall terminate automatically, (ii) you shall return to the Company all shares of Stock that you have not disposed of that were delivered pursuant to this Agreement within a period of one year prior to the date of the commencement of such wrongful conduct, reduced by a number of shares equal to the quotient of (A) any taxes paid in countries other than the United States with respect to the vesting or delivery of the RSUs covering such shares that are not otherwise eligible for refund from the taxing authority divided by (B) the fair market value of a share of Common Stock on the date of the return of such shares, and (iii) with respect to any shares of Stock that you have disposed of that were delivered pursuant to this Agreement within a period of one year prior to the date of the commencement of such wrongful conduct, you shall pay to the Company in cash any financial gain you received with respect to such shares. For purposes of this Paragraph 8 and Paragraph 19 below, financial gain shall equal the fair market value of a share of Stock on the applicable RSU delivery date, multiplied by the number of shares of Stock delivered with respect to the RSUs on that date, reduced by any taxes paid in countries other than the United States with respect to such vesting and which taxes are not otherwise eligible for refund from the taxing authorities. By accepting this Agreement, you consent to and authorize the Company to deduct any amounts you owe to the Company under this Paragraph from any amounts payable by the Company to you for any reason. This right of set-off is in addition to any other remedies the Company may have against you for

your breach of this Agreement. In addition, by accepting this Agreement, you consent to and authorize the Company to deduct any amounts you owe to the Company for any reason from any amounts payable by the Company to you under this Agreement.

The Grantee acknowledges and agrees that this Agreement and the Award described herein (and any settlement thereof) are also subject to the terms and conditions of Company's clawback policy as may be in effect from time to time specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Stock may be traded) (the "Compensation Recovery Policy"), and that relevant sections of this Agreement shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof.

9. **Adjustments.** This Award is subject to adjustment pursuant to Section 16 of the Plan.

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10. **Rights as a Stockholder.** Except as provided in Paragraph 3 above (regarding dividend equivalents), you shall have no rights as a stockholder of the Company in respect of the RSUs, including the right to vote, until and unless the RSUs have vested and ownership of Stock issuable upon vesting of the RSUs has been transferred to you.

11. **Public Offer Waiver.** By voluntarily accepting this Award, you acknowledge and understand that your rights under the Plan are offered to you strictly as an employee of the HBI Companies and that this Award of RSUs is not an offer of securities made to the general public.

12. **Conformity with the Plan and Share Retention Requirements.** This Award is intended to conform in all respects with, and is subject to, all applicable provisions of the Plan. Inconsistencies between this Agreement, the Plan Prospectus or the Plan shall be resolved in accordance with the terms of the Plan. By your acceptance of this Agreement, you agree to be bound by all of the terms of this Agreement, the Plan, the Plan Prospectus, and the share ownership and retention guidelines of the Company's Key Executive Stock Ownership Program.

13. **Interpretations.** Any dispute, disagreement or question which arises under, or as a result of, or in any way relates to the interpretation, construction or application of the terms of this Agreement, the Plan, or the Plan Prospectus, including whether you engaged in conduct resulting in forfeiture or right of offset under Paragraph 9, will be determined and resolved by the Committee or its authorized delegate. Such determination or resolution by the Committee or its authorized delegate will be final, binding and conclusive for all purposes.

14. **No Rights to Continued Employment.** Nothing in the **Relevant Agreement**, the Plan Prospectus, or the Plan confers on any Grantee any right to continue in the employ of the HBI Companies or in any way affects the HBI Companies' right to terminate the Grantee's employment without prior notice at any time or for any reason. You further acknowledge that this Award is for future services to the HBI Companies and is not under any circumstances to be considered compensation for past services.

15. **Consent to Transfer Personal Data.** By accepting this Award, you voluntarily acknowledge and consent to the collection, use, processing and transfer of personal data as described in this Paragraph and in accordance with the Company's privacy policies. You are not obliged to consent to such collection, use, processing and transfer of personal data. However, failure to provide the consent may affect your ability to participate in the Plan. The Company holds certain personal information about you, that may include your name, home address and telephone number, fax number, email address, family size, marital status, sex, beneficiary information, emergency contacts, passport / visa information, age, language skills, driver's license information, date of birth, birth certificate, social security number or other employee identification number, nationality, C.V. (or resume), wage history, employment references, job title, employment or severance contract, current wage and benefit information, personal bank account number, tax related information, plan or benefit enrollment forms and elections, option or benefit statements, any shares of Stock or directorships in the Company, details of all options or any other entitlements to shares of Stock awarded, canceled, purchased, vested, unvested or outstanding in the Grantee's favor, for the purpose of managing and administering the Plan ("Data"). The Company and/or its Subsidiaries will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan, and the Company may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located throughout the world, including the United States. You authorize them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of Stock on your behalf to a broker or other third party with whom you may elect to deposit any shares of Stock acquired pursuant

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to the Plan. You may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Company; however, withdrawing your consent may affect your ability to participate in the Plan.

**16. Miscellaneous.**

a. **Modification.** This Award is documented by the records of the Committee or its delegate which shall be the final determinant of the number of RSUs granted and the conditions of this Agreement. The Committee may amend or modify this Award in any manner to the extent that the Committee would have had the authority under the Plan initially to grant such Award, provided that no such amendment or modification shall materially and adversely impair your rights under this Agreement without your consent, unless the Committee reasonably determines that such amendment or modification is necessary to comply with Section 10D of the Exchange Act. Except as in accordance with the two immediately preceding sentences and Paragraph 20, this Agreement may be amended, modified or supplemented only by agreement of both parties as evidenced in writing or in electronic form as agreed to by the parties.

b. **Governing Law.** All matters regarding or affecting the relationship of the Company and its stockholders shall be governed by the General Corporation Law of the State of Maryland. All other matters arising under this Agreement and the Restrictive Covenants (as defined in Paragraph 18), including matters of validity, construction and interpretation, shall be governed by the internal laws of the State of North Carolina, without regard to any state's conflict of law principles. You and the Company agree that all claims in respect of any action or proceeding arising out of or relating to this Agreement and the Restrictive Covenants (as defined in Paragraph 18) shall be heard or determined in any state court in Forsyth County of North Carolina or federal court sitting in the Middle District of North Carolina, and you agree to waive any defense of inconvenient forum to such actions or proceedings. A final judgment in any action or proceeding so brought shall be conclusive and may be enforced in any manner provided by law.

c. **Successors and Assigns.** Except as otherwise provided herein, this Agreement will bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto whether so expressed or not.

d. **Severability.** Whenever feasible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

e. **Impact Upon Termination of Employment.** By voluntarily acknowledging and accepting this Award, you agree that no benefits accruing under the Plan will be reflected in any severance or indemnity payments that the Company may make or be required to make to you in the future, regardless of the jurisdiction in which you may be located.

**17. Cooperation.** Subject to the additional duties set forth in Paragraph 6(a) in the event of retirement, you agree that in all events following your termination of employment you will cooperate in the effort to effect an orderly, smooth, and efficient transition of your duties and responsibilities to such individual(s) as the HBI Companies may direct. You shall also cooperate with reasonable requests made by or on behalf of the HBI Companies for information with respect to the operations, practices, and policies of the HBI Companies or your former job responsibilities, including in connection with matters arising out of your service to the HBI Companies without limitation and any litigation matters; provided, that

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following termination of your employment, the HBI Companies will make reasonable efforts to minimize disruption of your other activities and will reimburse you for reasonable expenses incurred in connection with your cooperation. The requirements of this Paragraph 17 shall continue until the third anniversary of the Grant Date.

**18. Confidentiality, Non-Compete, Non-Disparagement and Non-Solicitation.** You agree, understand, and acknowledge that by executing this Agreement, you shall be bound by, and shall abide by the restrictive covenants set forth in Exhibit A of this Agreement (the "Restrictive Covenants"). You further agree, understand and acknowledge that the scope and duration of the Restrictive Covenants contained in this Agreement are reasonable and necessary to protect a legitimate, protectable interest of the HBI Companies, and that the Committee, in its sole discretion, may require you, as a condition to

lapsing any restrictions on the RSUs, to acknowledge in writing that you have not engaged, and are not in the process of engaging, in any of the activities described in this Paragraph 18.

**19. Confidentiality of Terms of this Agreement.** Except as required or permitted by applicable law, you agree that you will not disclose the existence or terms of this Agreement to any other employees of the Company or third parties with the exception of your accountants, attorneys, financial advisors, spouse, or domestic partner, and shall ensure that none of them discloses such existence or terms to any other person. If the existence or terms of this Agreement are disclosed by you other than as provided above, then at the discretion of the Company (i) RSUs, to the extent they remain subject to restriction, shall terminate automatically (ii) you shall return to the Company all shares of Stock that you have not disposed of that were delivered pursuant to this Agreement within a period of one year prior to the date of such disclosure, reduced by a number of shares equal to the quotient of (A) any taxes paid in countries other than the United States with respect to the vesting or delivery of the RSUs covering such shares that are not otherwise eligible for refund from the taxing authority divided by (B) the fair market value of a share of Common Stock on the date of the return of such shares, and (iii) with respect to any shares of Stock that you have disposed of that were delivered pursuant to this Agreement within a period of one year prior to the date of such disclosure, you shall pay to the Company in cash any financial gain you received with respect to such shares.

**20. Amendment.** By accepting this Award, you agree that the granting of the Award is at the discretion of the Committee and that acceptance of this Award is no guarantee that future Awards will be granted under the Plan. Notwithstanding anything in this Agreement, the Plan Prospectus, or the Plan to the contrary, this Award may be amended by the Company without the consent of the Grantee, including but not limited to modifications to any of the rights granted to the Grantee under this Agreement, at such time and in such manner as the Company may consider necessary or desirable to reflect changes in law. The Grantee understands that the Company may amend, resubmit, alter, change, suspend, cancel, or discontinue the Plan at any time without limitation.

**21. Plan Documents (each).** The Plan Prospectus is available on the Fidelity website at [www.netbenefits.com](http://www.netbenefits.com). A copy of the Plan can be requested from the Compensation Committee, c/o Corporate Secretary, Hanesbrands Inc., 1000 E. Hanes Mill Road, Winston-Salem, NC 27105.

**22. Electronic Delivery.** By accepting this Award, you consent to accept electronic delivery of any documents that the Company may be required to deliver (including, but not limited to, prospectuses, grant or award notifications and agreements, account statements, and any other forms or communications related to this Award or the Plan) via Company e-mail or any other electronic system established and maintained by the Company or a "Relevant Person" third party designated by the Company.

**23. Section 409A.** Any payments under this Award are intended to comply with the short-term deferral rule set forth in Treasury Regulation §1.409A-(b)(4), must and this Award shall be interpreted to effect

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such intent. Consistent with this intention, each amount payable under this Agreement shall be considered a separate payment for purposes of Section 409A of the Code, and shall paid in all events notwithstanding any other provision of this Agreement to the contrary not later than the fifteenth (15th) day of the third month following your first taxable year in which the payment is no longer subject to a substantial risk of forfeiture, as determined by the Committee consistent with Section 409A of the Code and any Treasury Regulations and other guidance issued thereunder. By signing this Agreement, you understand and agree that you are solely responsible for the payment of any taxes that may be imposed on amounts payable under this Award.

Grant Acceptance:

Grantee

Date

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## Exhibit A

### Restrictive Covenants

You understand that during your employment with the HBI Companies, you will have access to the HBI Companies' confidential information and key business relationships. You agree, therefore, that the following restrictions are reasonable and necessary to protect the interests of the HBI Companies:

#### 1. Protection of Confidential Information.

a. **Definition of "Confidential Information."** The term "Confidential Information" means any information about the HBI Companies' business or its employees that is not generally known to the public. Examples of Confidential Information include, but are not limited to, information about: customers, vendors, pricing and costs, business strategies and plans, financial data, technology, and businesses methods or processes used or considered by the HBI Companies.

b. **Nondisclosure and Prohibition against Misuse.** During your employment, you will not use or disclose any Confidential Information, without the Company's prior written permission, for any purpose other than performance of your duties for the HBI Companies.

c. **Non-Disclosure and Return of Property Upon Termination.** After termination of your employment, you will not use or disclose any Confidential Information for any purpose. Immediately upon your termination, you will return any Confidential Information in your possession to the Company. If you have Confidential Information that has been saved or transferred to any device not owned by the HBI Companies, you will immediately notify the Company, and make such device available to the Company so that it may remove any Confidential Information from the device.

#### 2. Protection of Company Interests.

##### a. Definitions.

(i) "Competing Products" means products or services sold by the HBI Companies, or any prospective product or service the HBI Companies took steps to develop, and which you had any knowledge of or responsibility for during the twenty-four (24) months preceding the termination of your employment;

(ii) "Restricted Territory" means the geographic territory over which you had responsibility during the twenty-four (24) months preceding the termination of your employment.

b. **Non-Competition.** During your employment and for twelve (12) months after termination of your employment if you hold a title of vice president or above at the time of termination or for six (6) months after termination of your employment if you are a director at the time of your termination, you will not directly or indirectly, on behalf of yourself or in writing conjunction with any other person or entity:

(i) own any business (other than less than three percent (3%) ownership in a publicly traded company) that sells Competing Products in the Restricted Territory;

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(ii) work in the Restricted Territory for any person or entity that sells Competing Products, in any role: (1) that is similar to any position you held with the HBI Companies during the twenty-four (24) months preceding the termination of your employment, or (2) that may cause you to inevitably rely upon or disclose the HBI Companies' Confidential Information.

c. **Non-Solicitation of Customers and Employees.** During your employment and for twelve (12) months after termination of your employment, you will not directly or indirectly, on behalf of yourself or in conjunction with any other person or entity:

(i) solicit or accept business from any customer or prospective customer of the HBI Companies with whom you had contact during the last twenty-four (24) months of your employment or about whom you had any Confidential Information, if the products or services that customer intends to purchase are similar to products or services offered by the HBI Companies;

(ii) solicit or hire any employee or independent contractor of the HBI Companies, who worked for the HBI Companies during the six (6) months preceding termination of your employment, to work for you or your new employer.

For purposes of this section, "solicit" means:

- (i) Any comments, conduct or activity that would influence a customer's decision to continue doing business with the HBI Companies, regardless of who initiates contact;
- (ii) Any comments, conduct or activity that would influence an employee's or independent contractor's decision to resign employment with the HBI Companies or accept employment with your new company, regardless of who initiates contact.

d. **Limitations on Working For Customers and Vendors.** During your employment, and for twelve (12) months after termination of your employment if you are a vice president or above or for six (6) months after termination of your employment if you are a director, you will not work for any of the HBI Companies' customers or vendors in any role in which you might inevitably rely upon or disclose Confidential Information.

e. **No Restrictions on Right to Practice Law.** Nothing in this Paragraph 2 shall prohibit a grantee from engaging in the practice of law, and shall be interpreted to comply with the American Bar Association Model Rule 5.6 and/or any state counterpart.

3. **Non-Disparagement.** You agree that during your employment, and after your employment with the HBI Companies ends for any reason, you will not make any false or disparaging statement(s) about the HBI Companies to other employees, customers, vendors or any other third party.

4. **Limitations on Confidentiality and Non-Disparagement.** You understand that the foregoing confidentiality and non-disparagement provisions do not prohibit you from providing truthful information in good faith to any federal or state governmental agency, entity or official investigating an alleged violation of federal or state law or regulation or when you make other disclosures that are protected under the whistleblower provisions of federal or state law, including but not limited to the Securities and Exchange Commission, in accordance with the provisions of and rules promulgated under Section 21F of

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the Securities Exchange Act of 1934, as amended, or Section 806 of the Sarbanes-Oxley Act of 2002. You understand that you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

5. **Subsequent Employment Protocol.** During your employment and for twelve (12) months after termination of your employment if you are a vice president or above or for six (6) months after termination of your employment if you are a director, prior to accepting employment with any person or entity, you will provide your prospective employer with a copy of this Agreement, including the Restrictive Covenants set forth in this Exhibit A. Additionally, at least seven (7) days before accepting subsequent employment, you will notify the Company of your prospective employer's name, address and telephone number, and a description of the job duties for which you are being considered.

6. **Certifications.** By executing this Agreement, which includes the Restrictive Covenants set forth in this Exhibit A, you certify that you: (a) have not and will not use or disclose to the HBI Companies any confidential information and/or trade secrets belonging to others, including your prior employers; (b) will not use any prior inventions made by you and which the HBI Companies are not legally entitled to learn of or use; and (c) are not subject to any prior agreements that would prevent you from fully performing your duties for the HBI Companies.

7. **Protection of Proprietary Rights.**

a. You agree that all Work Product (defined below) and Intellectual Property Rights (defined below) shall be the sole and exclusive property of the HBI Companies. "Work Product" means all writings, inventions, discoveries, ideas and other work product of any nature whatsoever that you create on your own or in collaboration with others during your employment with the HBI Companies and that relates to the business, contemplated business, research or development of the HBI Companies. "Intellectual Property Rights" means all rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents and other intellectual property rights arising out of the Work Product, in any jurisdiction throughout the world, and all related rights of priority under international conventions.

b. You acknowledge that, by reason of being employed by the HBI Companies, all of the Work Product is, to the extent permitted by law, "work made for hire" and is the property of the HBI Companies. To the extent that any Work Product is not "work made for hire," you hereby irrevocably assign to the Company, for no additional consideration, your entire right, title and interest in and to all Work Product and Intellectual Property Rights therein.

c. During and after your employment, you agree to reasonably cooperate with the Company to (i) apply for, obtain, perfect and transfer to the Company the Work Product and any Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (ii) maintain, protect and enforce the same. You hereby irrevocably grant the Company power of attorney to execute and deliver any such documents on your behalf and in your name and to do all other lawfully permitted acts to transfer the Work Product to the Company and further the transfer, issuance, prosecution and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, in the event that you do not promptly cooperate with the Company's request. The power of attorney is coupled with an interest and shall not be affected by your subsequent incapacity.

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8. **Injunctive Relief and Attorney's Fees.** You agree that in the event you breach any of the Restrictive Covenants set forth in this Exhibit A, the HBI Companies will be irreparably harmed and entitled to an injunction restraining any further breach, in addition to any other rights, including forfeiture or offsets to which they are entitled. Further, you will be responsible for all attorneys' fees, costs and expenses incurred by the HBI Companies to enforce this Agreement. Additionally, any time periods for restrictions set forth in Paragraph 2 above will be extended by an amount of time equal to the duration of any time period during which you are in violation of this Agreement.

9. **Change of Position.** If the HBI Companies change your position or title with the Company, or transfers you from one affiliate to another, your obligations hereunder will remain in force; provided, however, that the length of the covenants set forth in Paragraph 2b, Paragraph 2d and Paragraph 5 above will be determined based on your position at the time of employment termination.

10. **Protections For Affiliates and Subsidiaries.** This Agreement is intended to benefit all Company subsidiaries and affiliates for which you perform services, for which you have customer contact or about which you receive Confidential Information. Therefore, any Company subsidiary or affiliate that may be adversely affected by a breach may enforce this Agreement regardless of which entity actually employs you at the time.

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## EXHIBIT 10.3

FORM OF  
HANESBRANDS INC.  
2020 OMNIBUS INCENTIVE PLAN

CALENDAR YEAR [DATE] GRANT

PERFORMANCE STOCK UNIT GRANT NOTICE AND AGREEMENT

To: [NAME] (referred to herein as "Grantee" or "you")

Hanesbrands Inc. (the "Company") is pleased to confirm that you have been granted a performance stock unit ("PSU") award (this "Award") effective [DATE] (the "Grant Date"). This Award is subject to the terms of this Grant Notice and Agreement (this "Agreement") and is made under the Hanesbrands Inc. 2020 Omnibus Incentive Plan (the "Plan") which is incorporated into this Agreement by reference. Unless otherwise indicated, any capitalized terms used herein that are otherwise undefined shall have the same meaning provided in the Plan.

1. **Acceptance of Terms and Conditions.** To be eligible to receive this Award, you must electronically acknowledge and accept this Award within 75 days after the Grant Date in accordance with procedures established by the Company. By accepting this Agreement, you agree to be bound by the terms and conditions herein, including the Restrictive Covenants (as defined below in Paragraph 19 and set forth in Exhibit A), the Plan and any and all conditions established by the Company in connection with Awards issued under the Plan, and you further acknowledge and agree that this Award does not confer any legal or equitable right (other than those rights constituting the Award itself) against the Company or any Subsidiary directly or indirectly, or give rise to any cause of action at law or in equity against the Company or any Subsidiary. There is no guarantee that you will earn vested rights under the Award and the value of the Award depends upon the Company's future stock price performance, which may increase or decrease after the Grant Date. If you do not

accept this Award in accordance with the procedures outlined in this Paragraph and within the 75-day period described above, the Award will be cancelled and forfeited. However, your employment is not contingent upon doing so. You are free to decline receipt of the grant of PSUs under this Agreement, and the attending restrictions set forth in Exhibit A and to continue working for the Company. By accepting this Agreement, you also acknowledge that you are fluent in the English language and have reviewed and understand the terms and conditions of this Agreement and the Plan.

2. **Grant of PSU Award.** Subject to the restrictions, limitations, terms and conditions specified in the Plan, the Participation Guide/Prospectus for the Hanesbrands Inc. 2020 Omnibus Incentive Plan (the "Plan Prospectus"), and this Agreement, the Company has granted you as of the Grant Date [NUMBER] PSUs (which are considered Performance Shares under the Plan). The actual number of shares of Stock you will receive after vesting of the PSUs will range from 0% to 200% of the number of PSUs awarded and will be calculated as outlined below in Paragraph 3. Except as provided below in Paragraphs 6, 7 and 8, these PSUs will remain restricted until February 26, 2027 (the "Vesting Date"). Prior to the delivery of the PSUs, the PSUs are not transferable by the Grantee by means of sale, assignment, exchange, pledge, or otherwise.

3. **Calculation of Award Earned.** As soon as practicable if, after the Vesting Date, your number of shares of Stock that you will receive upon vesting of the PSUs will be determined by the Committee using the chart below based on the Company's **Cash Flow from Operations (\$MM)**, **Average Adjusted Operating Margin** and **Relative Total Shareholder Return** for the performance period commencing on December 31, 2023 and ending on January 2, 2027, as weighted below:

Metric	Weighting	Threshold	Target	Maximum
<b>Cash Flow from Operations (\$MM)</b>	40%	\$900	\$1,200	\$1,500
<b>Average Adjusted Operating Margin (%)</b>	40%	10.3%	11.4%	12.5%
<b>Relative Total Shareholder Return (percentile)</b>	20%	25th percentile	50th percentile	75th percentile

\* For any metric, the payout for achievement below the Threshold level with respect to such metric is 0%, at the Threshold level is 25%, at the Target level is 100%, and at the Maximum level is 200%.

\* Straight-line interpolation is used for calculating the applicable payout percentage with respect to achievement between (1) Threshold and Target levels and (2) Target and Maximum levels.

\* If the Company's Total Shareholder Return during the offer performance period is negative, the payout earned for the Relative Total Shareholder Return component of this Award is capped at 100% of Target, regardless of percentile ranking.

\* The applicable payout percentage for each metric will be determined independently in accordance with this Section 3. The resulting payout percentage for each metric shall then be multiplied by its associated weighting, the sum of which will be the final payout percentage. The final payout percentage will be multiplied by the number of PSUs awarded as set forth in Section 2 above in order to calculate the earned award.

For purposes of this Agreement:

- **Average Adjusted Operating Margin** will be determined by averaging the adjusted operating margin (i.e., operating margin excluding actions) achievement for each year over the three-year performance period. Operating margin excluding actions is calculated as operating income excluding actions as a percentage of net sales for the same period.
- **Cash Flow from Operations (\$MM)** will be the cumulative performance of cash flow from operations over the three-year performance period.
- **Peer Group** means the following companies that are included in the S&P 1500 Apparel, Accessories & Luxury Goods Index on the Grant Date: Capri Holdings Limited; Carter's, Inc.; Columbia Sportswear Company; G-III Apparel Group, Ltd.; Kontoor Brands, Inc.; lululemon athletica inc.; Movado Group, Inc.; Oxford Industries, Inc.; PVH Corp.; Ralph Lauren Corporation; Tapestry, Inc.; Under Armour, Inc.; and V.F. Corporation. Notwithstanding the foregoing, (i) if an entity in such index files for bankruptcy and/or liquidation, is operating under bankruptcy protection, or is delisted from its primary stock exchange because it fails to meet the exchange listing requirements, then such entity will remain in the Peer Group, but Relative Total Shareholder Return for the performance period will be calculated as if such entity achieved Total Shareholder Return placing it at the bottom (chronologically, if more than one such entity) of the Peer Group and (ii) if, by the last day of the performance period, an entity in such index has been acquired and/or is no longer existing as a public company that is traded on its primary

stock exchange (other than for the reasons as described in subsection (i) above), then such entity will not remain in the Peer Group and Relative Total Shareholder Return for the performance period will be calculated as if such entity had never been a member of the Peer Group.

- **Relative Total Shareholder Return (TSR)** means the percentile ranking of the Company's Total Shareholder Return measured relative to the Total Shareholder Return of each company in the Peer Group during the performance period. The percentile ranking

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shall be a fraction calculated by dividing the number of companies in the Peer Group whose Total Shareholder Return performance is exceeded by the Company (based on its Total Shareholder Return) by the total number of companies in the Peer Group.

- **Total Shareholder Return** means, with respect to the Common Stock and the class of stock of each of the members of the Peer Group, a rate of return reflecting stock price appreciation, plus the reinvestment of dividends as of the applicable ex-dividend date in additional shares of stock, from the beginning of the performance period through the end of the performance period. For purposes of calculating Total Shareholder Return for each of the Company and the members of the Peer Group, the beginning stock price will be based on the average closing stock price for the 20 trading days immediately preceding December 31, 2023 on the principal stock exchange on which the stock is then traded and the ending stock price will be based on the average closing stock price for the 20 trading days immediately preceding January 2, 2027 on the principal stock exchange on which the stock then trades. In the event that a member of the Peer Group has more than one class of stock, then the class of stock to be considered for purposes of this definition shall be determined by the Committee in its reasonable discretion.
- The Committee, in its discretion, may specify whether metrics include or exclude (or will be adjusted to include or exclude) extraordinary items, the impact of charges for restructurings or productivity initiatives, non-operating items, discontinued operations and other unusual and non-recurring items, the effects of currency fluctuations, the effects of financing activities, the effects of acquisitions and acquisition expenses, the effects of divestiture and divestiture expenses, and the effects of tax or accounting changes, each determined in accordance with generally accepted accounting principles or make any other adjustments to the extent approved by the Committee.

4. **Dividend Equivalents.** Subject to the restrictions, limitations and conditions described in the Plan, dividend equivalents will accrue with respect to the PSUs granted hereunder at the same time and in the same amount as cash dividends are paid to owners of Hanesbrands Inc. common stock. Interest will not be credited on accrued dividend equivalents. Dividend equivalent balances will vest on the same Vesting Date as the associated PSUs and will be distributed in cash within 30 days thereafter except as provided herein. By acknowledging and accepting this Award, you agree that effective as of January 1, 2023, interest will not be credited on dividend equivalents for any awards issued under the Plan in prior years that remain unvested as of the Grant Date of this Award.

5. **Distribution of the PSUs.** Except as otherwise provided in Paragraph 6, 7 or 8, upon or within 30 days after the Vesting Date specified in Paragraph 2, shares of Stock equal to the vested PSUs will be distributed to you. However, no stock certificates will be issued with respect to any shares of Stock. Stock ownership shall be kept electronically in yourname, or in yourname and in the name of another person of legal age as joint tenants with right of survivorship, as applicable. You are personally responsible for the payment of all taxes related to distribution. To the extent that the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with the payment of Stock or any other payment to you or on your behalf or any other payment or vesting event under this Agreement, and the amounts available to the Company for such withholding are insufficient, it shall be a condition to the obligation of the Company to make any such delivery or payment that you make arrangements satisfactory to the Company for payment of the balance of such taxes or other amounts required to be withheld. Unless otherwise determined by the Committee, such withholding requirement shall be satisfied by retention by the Company of a portion of the Stock to be delivered to you. The Stock so retained shall be credited against such withholding requirement at the fair market value of such Stock on the date the applicable

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benefit is to be included in your income. Except in the event your PSUs become vested under Paragraph 7, you may elect to have the Company withhold an additional amount up to the maximum statutory amount in accordance with Company procedures. In no event will the fair market value of the Stock to be withheld and/or delivered pursuant to this Paragraph 5 to satisfy applicable withholding taxes exceed the maximum amount of taxes required to be withheld.

Pursuant to the Company's General Policy on Insider Trading, you agree not to engage in "short sales" or "sales against the box" or trade in puts, calls or other options on the Company's securities.

**6. Death or Totally Disabled.** In the event that you die or become totally disabled while employed by the Company or any of its Subsidiaries (collectively, the "HBI Companies"), including during the period that you remain employed after giving notice of your intended retirement pursuant to Paragraph 7(b) below, all outstanding PSUs and associated dividend equivalents will vest as of the date of death or the date you are determined to be totally disabled; if you die or become totally disabled prior to [DATE], the number of shares of Stock you will receive will be the number of PSUs granted to you on the Grant Date, and if you die or become totally disabled after that date, the number of shares of Stock will be determined pursuant to Paragraph 3 above. Your shares of Stock equal to the vested PSUs and cash in an amount equal to any associated dividend equivalents will be distributed to you or your estate, as applicable, not later than 2½ months following the end of the calendar year in which you die or become totally disabled. For purposes of this Paragraph 6, you shall be deemed to be totally disabled if, due to a physical or mental disability, you are unable to continue in any occupation with the HBI Companies for a continuous period of at least 12 months.

**7. Retirement.**

a. If you comply with the requirements to retire from the HBI Companies as defined in this Paragraph, then the restrictions on outstanding PSUs requiring you to continue your employment until the Vesting Date shall immediately lapse, and your PSUs will vest in accordance with Paragraph 3 above to the same extent they would have vested if you had remained in continuous employment through the Vesting Date. In such case, shares of Stock equal to such vested PSUs and cash in an amount equal to any associated dividend equivalents will be paid to you or on your behalf on or within 30 days after the Vesting Date, but in all events within the short-term deferral period for an offer, purposes of Treasury Regulation §1.409A-(b)(4).

b. For purposes of this Agreement, you shall only be considered to have retired if you voluntarily cease active employment with the Relevant Person becomes aware that: (a) HBI Companies after each of the following conditions have been met: (i) you attain at least age 55 and also complete at least 10 years of service with the HBI Companies since your most recent date of hire, and thereafter provide at least six months' written notice of your intended retirement, (ii) the Committee accepts in writing your intended retirement, subject to successfully fulfilling transition duties and responsibilities and remaining employed until a material statement retirement date set by the Committee, it being understood that these duties and responsibilities are in addition to your regular duties and responsibilities, and may require continued employment beyond the Relevant Documents is misleading end of the six month notice period, (iii) the Committee determines that you have successfully fulfilled your transition duties and responsibilities, and (iv) you enter into a written agreement with the Company (in a form acceptable to the Company) in which you agree to release any claims against the HBI Companies within twenty-one days after employment termination (or such longer period of time as required under applicable law to have a binding release of one or deceptive; more claims) and comply with the Restricted Covenants (as defined in Paragraph 19). The Committee shall, in its sole discretion, (i) decide whether or (b) information was omitted from not to accept your intended retirement, (ii) set forth in writing the terms of your transition duties and responsibilities

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and your retirement date and (iii) determine whether or not you have successfully met your transition duties and responsibilities not later than 60 days after your employment termination. Your unvested PSUs shall be forfeited upon a voluntary termination of employment if you do not fulfill any of the Relevant Document that has resulted requirements set forth in one or more of this Paragraph 7(b). Actions taken by the Relevant Documents being misleading or deceptive; or (c) a new circumstance has arisen during the offer period which means the Offer Document is out of date, or otherwise not correct, Committee in a material respect.

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this Paragraph 7(b) shall be final and binding.



NAI-1535380013v5 -6- 14.4 A Participant who suffers loss or damage because of a contravention... For purposes... clause 14, may recover Paragraph 7, (i) references to... amount of the loss or damage from... (a) the Company; (b) each director of the Company; (c) each person named in the Relevant Documents, with their consent, as a proposed director of the Company; (d) Committee shall mean... grantees other than...

executive officers, the Company's head of human resources or such other individual as designated for this purpose by the Chief Executive Officer, and (ii) continuous service with an entity acquired by the Company will be counted if you were employed by the acquired entity immediately prior to the acquisition date and remained employed by the HBI Companies continuously thereafter.

## 8. Other Terminations of Employment and Change in Control.

a. **Involuntary Termination With Severance.** If your employment is involuntarily terminated by the HBI Companies (other than in connection with a misleading or deceptive statement or omission – Change in Control) within 90 days before the Vesting Date and you are eligible to receive severance benefits under any written severance plan of the Company (a "Severance Event Termination"), then vesting continues for 90 days after the date of termination, and shares of Stock equal to the PSUs that become vested under this Paragraph 8(a) and cash in an amount equal to any associated dividend equivalents will be delivered to you not later than 2½ months following the end of the calendar year in which your employment is involuntarily terminated. If your employment is involuntarily terminated by the HBI Companies (other than in connection with a person named Change in Control as defined in the Relevant Documents, Plan) more than 90 days before the Vesting Date, the PSUs granted under this Award are forfeited on the date of termination.

b. **Involuntary Termination Without Severance.** If your employment is involuntarily terminated by the HBI Companies at any time before the Vesting Date and you are not eligible to receive severance benefits under any written severance plan of the Company (i.e., your employment is terminated for "cause"), the PSUs granted under this Award are forfeited on the date of termination.

c. **Voluntary Termination.** If you voluntarily terminate your employment with the HBI Companies before the Vesting Date, other than as described in Paragraph 7 above, all unvested PSUs are forfeited on the date of termination.

d. **Change in Control.** In the event a Change in Control occurs, then the following provisions will apply:

- (i) To the extent no provision is made in connection with the Change in Control for an Award that satisfies the requirements of Paragraph 8(d)(ii) below (a "Replacement Award") in assumption of or substitution for this Award, if this Award is outstanding immediately prior to the Change in Control (an "Existing Award"), then, on the date of the Change in Control all restrictions on outstanding PSUs shall lapse, and (A) shares of Stock equal to the number of vested PSUs and (B) cash in an amount equal to any associated dividend equivalents, shall be delivered to you.
- (ii) An Award meets the conditions of this Paragraph 8(d)(ii) (and hence qualifies as a "Replacement Award" for an Existing Award) if (A) it is a PSU, (B) it has a value

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at least equal to the value of the Existing Award, (C) it relates to publicly traded equity securities of the Company or its successor in the Change in Control or its "parent corporation" (as defined in Code Section 424(e)) or "subsidiary corporation" (as defined in Code Section 424(f)) following the Change in Control, (D) the Grantee holding the Existing Award is subject to U.S. federal income tax under the Code, the tax consequences to such Grantee under the Code of the Replacement Award are not less favorable to such Grantee than the tax consequences of the Existing Award, and (E) the Replacement Award's other terms and conditions are not less favorable to such Grantee than the terms and conditions of the Existing Award (including the provisions that would apply in the event of a subsequent Change in Control and provisions with respect to dividend equivalents). Without limiting the generality of the foregoing, the Replacement Award may take the form of an assumption of the Existing Award if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this Paragraph 8(d)(ii) are satisfied will be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

(iii) If the Grantee terminates his or her employment for Good Reason (as defined below) or the Grantee is involuntarily terminated for reasons other than for Cause (as defined below), in each case during the period of two years after the Change in Control, all restrictions on outstanding PSUs shall lapse, and (A) shares of Stock equal to the number of vested PSUs and (B) cash in an amount equal to any associated dividend equivalents, shall be delivered to you within 60 days following such termination.

For purposes of this Paragraph 8(d),

"Cause" means the Grantee:

- has been convicted of (or pled guilty or no contest to) a felony or any crime involving fraud, embezzlement, theft, misrepresentation or financial impropriety;
- has willfully engaged in misconduct resulting in material harm to the Company;
- has willfully failed to perform duties after written notice; or

- is in willful and material violation of Company policies resulting in harm to the Company.

"Good Reason" means any of the following actions by the Grantee's employer without the Grantee's written consent:

- The assignment to the Grantee of any duties materially inconsistent with his or her position (including status, offices, titles and reporting relationships), authority, duties or responsibilities, or any other action by such employer which results in a diminution in such title, position, authority, duties or responsibilities thereof given to the Grantee;
- Any material breach by such employer of a material provision of any agreement between such employer and Grantee; for example, without limitation, a reduction in Grantee's base salary or target bonus opportunity or failure to provide incentive opportunities to the Grantee shall be deemed to be such a material breach;
- The relocation of the Grantee's principal place of employment to a location more than 50 miles from the Grantee's principal place of employment immediately prior to the Change in Control or the Company requiring the Grantee to be based anywhere other than such principal place of

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employment (or permitted relocation thereof), except for required travel on the Company's business to an extent substantially consistent with the Grantee's business travel obligations immediately prior to the Change in Control; or

- The Company terminates or materially amends, or materially restricts the Grantee's participation in, any equity, bonus or equity-based compensation plans or qualified or supplemental retirement plans so that, when considered in the aggregate with any substitute plan or plans, the plans in which the Grantee is participating materially fail to provide him or her with a level of benefits provided in the aggregate by such plans prior to such termination or amendment.

**e. Sale, Closing or Spin-Off of Business Unit.** If your employment with the HBI Companies is terminated as a result of the sale, closing or spin-off of a specific business unit of the HBI Companies that does not result in a Change in Control within 90 days before the Vesting Date, then vesting continues for 90 days after the date of termination, and shares of Stock equal to the PSUs that become vested under this Paragraph 8(e) and cash in an amount equal to any associated dividend equivalents will be delivered to you not later than 2½ months following the end of the calendar year in which your employment is terminated. If your employment is terminated more than 90 days before the Vesting Date, the PSUs granted under this Award are forfeited on the date of termination.

**f. Certain Divestiture.** If your employment with the HBI Companies is terminated (other than for cause) by the HBI Companies upon the closing of a divestiture of the HBI Companies' Champion business that is consummated on or prior to March 30, 2025 and does not result in a Change in Control (the "Divestiture") and (i) such termination is a result of the conveyance of your employment to a buying entity in the connection with the Divestiture or (ii) you do not receive an offer of employment from the buying entity in connection with the Divestiture but your work for the HBI Companies is dedicated to the Champion business line immediately prior to such termination, then, in each case, on the date of such termination all restrictions on outstanding PSUs shall lapse and the PSUs shall vest at the "Target" level (or, in the event such termination occurs after the end of the applicable performance period, the PSUs shall instead vest at the level determined based on actual performance during such performance period), and shares of Stock equal to the PSUs that become vested under this Paragraph 8(f) and cash in an amount equal to any associated dividend equivalents will be delivered to you not later than 2½ months following the end of the calendar year in which your employment is terminated.

**9. Forfeiture/Right of Offset.** Notwithstanding anything contained in this Agreement to the contrary, if you engage in any activity inimical, contrary or harmful to the interests of the Company or any Subsidiary, including but not limited to: (a) breach of the Restrictive Covenants (as defined in Paragraph 19), (b) violating the Company's Global Code of Conduct, employment policies, or any employment agreement, (c) failing to cooperate with the HBI Companies, as described in Paragraph 18 below, or (d) participating in any activity not approved by the Board which could reasonably be foreseen as contributing to or resulting in a Change in Control (all such activities described in (a)-(d) above collectively referred to as "wrongful conduct"), then (i) PSUs, to the extent they remain subject to restriction, shall terminate automatically, (ii) you shall return to the Company all shares of Stock that you have not disposed of that were delivered pursuant to this Agreement within a period of one year prior to the date of the commencement of such wrongful conduct, reduced by a number of shares equal to the quotient of (A) any taxes paid in countries other than the United States with respect to the vesting or delivery of the PSUs covering such shares that are not otherwise eligible for refund from the taxing authority divided by (B) the fair market value of a share of Common Stock on the date of the return of such shares, and (iii) with respect to any shares of Stock that you have disposed of that were delivered pursuant to this Agreement within a

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period of one year prior to the date of the commencement of such wrongful conduct, you shall pay to the Company in cash any financial gain you received with respect to such shares. For purposes of this Paragraph 9 and Paragraph 20 below, financial gain shall equal the fair market value of a share of Stock on the PSU delivery date, multiplied by the number of shares of Stock delivered with respect to the PSUs on that date, reduced by any taxes paid in countries other than the United States with respect to such vesting and which taxes are not otherwise eligible for refund from the taxing authorities.

By accepting this Agreement, you consent to and authorize the Company to deduct any amounts you owe to the Company under this Paragraph from any amounts payable by the Company to you for any reason. This right of set-off is in addition to any other remedies the Company may have against you for your breach of this Agreement. In addition, by accepting this Agreement, you consent to and authorize the Company to deduct any amounts you owe to the Company for any reason from any amounts payable by the Company to you under this Agreement.

The Grantee acknowledges and agrees that this Agreement and the Award described herein (and any settlement thereof) are also subject to the terms and conditions of Company's clawback policy as having made may be in effect from time to time specifically to implement Section 10D of the misleading Exchange Act and any applicable rules or deceptive statement, or a statement regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the misleading Stock may be traded) (the "Compensation Recovery Policy"), and that relevant sections of this Agreement shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof.

**10. Adjustments.** This Award is subject to adjustment pursuant to Section 16 of the Plan.

**11. Rights as a Stockholder.** Except as provided in Paragraph 4 above (regarding dividend equivalents), you shall have no rights as a stockholder of the Company in respect of the PSUs, including the right to vote until and unless the PSUs have vested and ownership of Stock issuable upon vesting of the PSUs has been transferred to you.

**12. Public Offer Waiver.** By voluntarily accepting this Award, you acknowledge and understand that your rights under the Plan are offered to you strictly as an employee of the HBI Companies and that this Award of PSUs is not an offer of securities made to the general public.

**13. Conformity with the Plan and Share Retention Requirements.** This Award is intended to conform in all respects with, and is subject to, all applicable provisions of the Plan. Inconsistencies between this Agreement, the Plan Prospectus or deceptive statement is based; the Plan shall be resolved in accordance with the terms of the Plan. By your acceptance of this Agreement, you agree to be bound by all of the terms of this Agreement, the Plan, the Plan Prospectus, and (e) the share ownership and retention guidelines of the Company's Key Executive Stock Ownership Program.

**14. Interpretations.** Any dispute, disagreement or question which arises under, or as a result of, or in any way relates to the interpretation, construction or application of the terms of this Agreement, the Plan, or the Plan Prospectus, including whether you engaged in conduct resulting in forfeiture or right of offset under Paragraph 9, will be determined and resolved by the Committee or its authorized delegate. Such determination or resolution by the Committee or its authorized delegate will be final, binding and conclusive for all purposes.

**15. No Rights to Continued Employment.** Nothing in the case Agreement, the Plan Prospectus, or the Plan confers on any Grantee any right to continue in the employ of the HBI Companies or in any way affects the HBI Companies' right to terminate the Grantee's employment without prior notice at any time or

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for any reason. You further acknowledge that this Award is for future services to the HBI Companies and is not under any circumstances to be considered compensation for past services.

**16. Consent to Transfer Personal Data.** By accepting this Award, you voluntarily acknowledge and consent to the collection, use, processing and transfer of personal data as described in this Paragraph and in accordance with the Company's privacy policies. You are not obliged to consent to such collection, use, processing and transfer of personal data. However, failure to provide the consent may affect your ability to participate in the Plan. The Company holds certain personal information about you, that may include your name, home address and telephone number, fax number, email address, family size, marital status, sex, beneficiary information, emergency contacts, passport / visa information, age, language skills, driver's license information, date of birth, birth certificate, social security number or other employee identification number, nationality, C.V. (or resume), wage history, employment references, job title, employment or severance contract, current wage and benefit information, personal bank account number, tax related information, plan or benefit enrollment forms and elections, option or benefit statements, any shares of Stock or directorships in the Company, details of all options or any other entitlements to shares of Stock awarded, canceled, purchased, vested, unvested or outstanding in the Grantee's favor, for the purpose of managing

and administering the Plan ("Data"). The Company and/or its Subsidiaries will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan, and the Company may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located throughout the world, including the United States. You authorize them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of Stock on your behalf to a broker or other third party with whom you may elect to deposit any shares of Stock acquired pursuant to the Plan. You may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Company; however, withdrawing your consent may affect your ability to participate in the Plan.

**17. Miscellaneous.**

- a. **Modification.** This Award is documented by the records of the Committee or its delegate which shall be the final determinant of the number of PSUs granted and the conditions of this Agreement. The Committee may amend or modify this Award in any manner to the extent that the Committee would have had the authority under the Plan initially to grant such Award, provided that no such amendment or modification shall materially and adversely impair your rights under this Agreement without your consent, unless the Committee reasonably determines that such amendment or modification is necessary to comply with Section 10D of the Exchange Act. Except as in accordance with the two immediately preceding sentences and Paragraph 21, this Agreement may be amended, modified or supplemented only by agreement of both parties as evidenced in writing or in electronic form as agreed to by the parties.
- b. **Governing Law.** All matters regarding or affecting the relationship of the Company and its stockholders shall be governed by the General Corporation Law of the State of Maryland. All other matters arising under this Agreement and the Restrictive Covenants (as defined in Paragraph 19), including matters of validity, construction and interpretation, shall be governed by the internal laws of the State of North Carolina, without regard to any state's conflict of law principles. You and the Company agree that all claims in respect of any action or proceeding arising out of or relating to this Agreement and the Restrictive Covenants (as defined in Paragraph 19) shall be heard or determined in any state court in Forsyth County of North Carolina

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or federal court sitting in the Middle District of North Carolina, and you agree to waive any defense of inconvenient forum to such actions or proceedings. A final judgment in any action or proceeding so brought shall be conclusive and may be enforced in any manner provided by law.

- c. **Successors and Assigns.** Except as otherwise provided herein, this Agreement will bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto whether so expressed or not.
- d. **Severability.** Whenever feasible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.
- e. **Impact Upon Termination of Employment.** By voluntarily acknowledging and accepting this Award, you agree that no benefits accruing under the Plan will be reflected in any severance or indemnity payments that the Company may make or be required to make to you in the future, regardless of the jurisdiction in which you may be located.

**18. Cooperation.** Subject to the additional duties set forth in Paragraph 7(a) in the event of retirement, you agree that in all events following your termination of employment you will cooperate in the effort to effect an orderly, smooth, and efficient transition of your duties and responsibilities to such individual(s) as the HBI Companies may direct. You shall also cooperate with reasonable requests made by or on behalf of the HBI Companies for information with respect to the operations, practices, and policies of the HBI Companies or your former job responsibilities, including in connection with matters arising out of your service to the HBI Companies without limitation and any litigation matters; provided, that following termination of your employment, the HBI Companies will make reasonable efforts to minimize disruption of your other activities and will reimburse you for reasonable expenses incurred in connection with your cooperation. The requirements of this Paragraph 18 shall continue until the third anniversary of the Grant Date.

**19. Confidentiality, Non-Compete, Non-Disparagement and Non-Solicitation.** You agree, understand, and acknowledge that by executing this Agreement, you shall be bound by, and shall abide by the restrictive covenants set forth in Exhibit A of this Agreement (the "Restrictive Covenants"). You further agree, understand and acknowledge that the scope and duration of the Restrictive Covenants contained in this Agreement are reasonable and necessary to protect a legitimate, protectable interest of the HBI Companies, and that the Committee, in its sole discretion, may require you, as a condition to lapsing any restrictions on the PSUs, to acknowledge in writing that you have not engaged, and are not in the process of engaging, in any of the activities described in this Paragraph 19.

**20. Confidentiality of Terms of this Agreement.** Except as required or permitted by applicable law, you agree that you will not disclose the existence or terms of this Agreement to any other employees of the Company or third parties with the exception of your accountants, attorneys, financial advisors, spouse, or domestic partner, and shall ensure that none of them discloses such existence or terms to any other person. If the existence or terms of this Agreement are disclosed by you other than as provided above, then at the discretion of the Company (i) PSUs, to the extent they remain subject to restriction, shall terminate automatically, (ii) you shall return to the Company all shares of Stock that you have not disposed of that were delivered pursuant to this Agreement within a period of one year prior to the date of such disclosure, reduced by a number of shares equal to the quotient of (A) any taxes paid in countries other than the United States with respect to the vesting or delivery of the PSUs covering such shares that are not otherwise eligible for refund from the taxing authority divided by (B) the fair market value of a failure share of Common

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Stock on the date of the return of such shares, and (iii) with respect to any shares of Stock that you have disposed of that were delivered pursuant to this Agreement within a period of one year prior to the date of such disclosure, you shall pay to the Company in cash any financial gain you received with respect to such shares.

**21. Amendment.** By accepting this Award, you agree that the granting of the Award is at the discretion of the Committee and that acceptance of this Award is no guarantee that future Awards will be granted under the Plan. Notwithstanding anything in this Agreement, the Plan Prospectus, or the Plan to the contrary, this Award may be amended by the Company without the consent of the Grantee, including but not limited to modifications to any of the rights granted to the Grantee under this Agreement, at such time and in such manner as the Company may consider necessary or desirable to reflect changes in law. The Grantee understands that the Company may amend, resubmit, alter, change, suspend, cancel, or discontinue the Plan at any time without limitation.

**22. Plan Documents.** The Plan Prospectus is available on the Fidelity website at [www.netbenefits.com](http://www.netbenefits.com). A copy of the Plan can be requested from the Compensation Committee, c/o Corporate Secretary, Hanesbrands Inc., 1000 E. Hanes Mill Road, Winston-Salem, NC 27105.

**23. Electronic Delivery.** By accepting this Award, you consent to accept electronic delivery of any documents that the Company may be required to deliver (including, but not limited to, prospectuses, grant or award notifications and agreements, account statements, and any other forms or communications related to this Award or the Plan) via Company e-mail or any other electronic system established and maintained by the Company or a Relevant Person third party designated by the Company.

**24. Section 409A.** Any payments under this Award are intended to comply with the short-term deferral rule set forth in Treasury Regulation §1.409A-(b) (4), and this Award shall be interpreted to effect such intent. Consistent with this intention, each amount payable under this Agreement shall be considered a separate payment for purposes of Section 409A of the Code, and shall paid in all events notwithstanding any other provision of this Agreement to the contrary not later than the fifteenth (15th) day of the third month following your first taxable year in which the payment is no longer subject to a substantial risk of forfeiture, as determined by the Committee consistent with Section 409A of the Code and any Treasury Regulations and other guidance issued thereunder. By signing this Agreement, you understand and agree that you are solely responsible for the payment of any taxes that may be imposed on amounts payable under this Award.

Grant Acceptance:

Grantee

Date

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Exhibit A

## Restrictive Covenants

You understand that during your employment with the HBI Companies, you will have access to the HBI Companies' confidential information and key business relationships. You agree, therefore, that the following restrictions are reasonable and necessary to protect the interests of the HBI Companies:

## 1. Protection of Confidential Information.

**a. Definition of "Confidential Information."** The term "Confidential Information" means any information about the HBI Companies' business or its employees that is not generally known to the public. Examples of Confidential Information include, but are not limited to, information about: customers, vendors, pricing and costs, business strategies and plans, financial data, technology, and businesses methods or processes used or considered by the HBI Companies.

**b. Nondisclosure and Prohibition against Misuse.** During your employment, you will not use or disclose any Confidential Information, without the Company's prior written permission, for any purpose other than performance of your duties for the HBI Companies.

**c. Non-Disclosure and Return of Property Upon Termination.** After termination of your employment, you will not use or disclose any Confidential Information for any purpose. Immediately upon your termination, you will return any Confidential Information in your possession to the Company. If you have Confidential Information that has been saved or transferred to any device not owned by the HBI Companies, you will immediately notify the Company, and make such device available to the Company so that it may remove any Confidential Information from the device.

## 2. Protection of Company Interests.

a. **Definitions.**

- (i) "Competing Products" means products or services sold by the HBI Companies, or any prospective product or service the HBI Companies took steps to develop, and which you had any knowledge of or responsibility for during the twenty-four (24) months preceding the termination of your employment;
- (ii) "Restricted Territory" means the geographic territory over which you had responsibility during the twenty-four (24) months preceding the termination of your employment.

b. **Non-Competition.** During your employment and for twelve (12) months after termination of your employment if you hold a title of vice president or above at the time of termination or for six (6) months after termination of your employment if you are a director at the time of your termination, you will not directly or indirectly, on behalf of yourself or in conjunction with any other person or entity:

- (i) own any business (other than less than three percent (3%) ownership in a publicly traded company) that sells Competing Products in the Restricted Territory;

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(ii) work in the Restricted Territory for any person or entity that sells Competing Products, in any role: (1) that is similar to any position you held with the HBI Companies during the twenty-four (24) months preceding the termination of your employment, or (2) that may cause you to inevitably rely upon or disclose the HBI Companies' Confidential Information.

c. **Non-Solicitation of Customers and Employees.** During your employment and for twelve (12) months after termination of your employment, you will not directly or indirectly, on behalf of yourself or in conjunction with any other person or entity:

- (i) solicit or accept business from any customer or prospective customer of the HBI Companies with whom you had contact during the last twenty-four (24) months of your employment or about whom you had any Confidential Information, if the products or services that customer intends to purchase are similar to products or services offered by the HBI Companies;
- (ii) solicit or hire any employee or independent contractor of the HBI Companies, who worked for the HBI Companies during the six (6) months preceding termination of your employment, to work for you or your new employer.

For purposes of this section, "solicit" means:

(i) Any comments, conduct or activity that would influence a customer's decision to continue doing business with the HBI Companies, regardless of who initiates contact;

(ii) Any comments, conduct or activity that would influence an employee's or independent contractor's decision to resign employment with the HBI Companies or accept employment with your new company, regardless of who initiates contact.

d. **Limitations on Working For Customers and Vendors.** During your employment, and for twelve (12) months after termination of your employment if you are a vice president or above or for six (6) months after termination of your employment if you are a director, you will not work for any of the HBI Companies' customers or vendors in any role in which you might inevitably rely upon or disclose Confidential Information.

e. **No Restrictions on Right to Practice Law.** Nothing in this Paragraph 2 shall prohibit a grantee from engaging in the practice of law, and shall be interpreted to comply with the American Bar Association Model Rule 5.6 and/or any state counterpart.

3. **Non-Disparagement.** You agree that during your employment, and after your employment with the HBI Companies ends for any reason, you will not make any false or disparaging statement(s) about the HBI Companies to other employees, customers, vendors or any other third party.

4. **Limitations on Confidentiality and Non-Disparagement.** You understand that the foregoing confidentiality and non-disparagement provisions do not prohibit you from providing truthful information in good faith to any federal or state governmental agency, entity or official investigating an alleged violation of federal or state law or regulation or when you make other disclosures that are protected under the whistleblower provisions of federal or state law, including but not limited to the Securities and Exchange Commission, in accordance with the provisions of and rules promulgated under Section 21F of

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the Securities Exchange Act of 1934, as amended, or Section 806 of the Sarbanes-Oxley Act of 2002. You understand that you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

5. **Subsequent Employment Protocol.** During your employment and for twelve (12) months after termination of your employment if you are a vice president or above or for six (6) months after termination of your employment if you are a director, prior to accepting employment with any person or entity, you will provide your prospective employer with a copy of this Agreement, including the Restrictive Covenants set forth in this Exhibit A. Additionally, at least seven (7) days before accepting subsequent employment, you will notify the Company of your prospective employer's name, address and telephone number, and a misleading description of the job duties for which you are being considered.

6. **Certifications.** By executing this Agreement, which includes the Restrictive Covenants set forth in this Exhibit A, you certify that you: (a) have not and will not use or deceptive statement, omission disclose to the HBI Companies any confidential information and/or new circumstance – trade secrets belonging to others, including your prior employers; (b) will not use any prior inventions made by you and which the Relevant Person. 14.5 Notwithstanding HBI Companies are not legally entitled to learn of or use; and (c) are not subject to any prior agreements that would prevent you from fully performing your duties for the HBI Companies.

7. **Protection of Proprietary Rights.**

a. You agree that all Work Product (defined below) and Intellectual Property Rights (defined below) shall be the sole and exclusive property of the HBI Companies. "Work Product" means all writings, inventions, discoveries, ideas and other work product of any nature whatsoever that you create on your own or in collaboration with others during your employment with the HBI Companies and that relates to the business, contemplated business, research or development of the HBI Companies. "Intellectual Property Rights" means all rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents and other intellectual property rights arising out of the Work Product, in any jurisdiction throughout the world, and all related rights of priority under international conventions.

b. You acknowledge that, by reason of being employed by the HBI Companies, all of the Work Product is, to the extent permitted by law, "work made for hire" and is the property of the HBI Companies. To the extent that any Work Product is not "work made for hire," you hereby irrevocably assign to the Company, for no additional consideration, your entire right, title and interest in and to all Work Product and Intellectual Property Rights therein.

c. During and after your employment, you agree to reasonably cooperate with the Company to (i) apply for, obtain, perfect and transfer to the Company the Work Product and any Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (ii) maintain, protect and

enforce the same. You hereby irrevocably grant the Company power of attorney to execute and deliver any such documents on your behalf and in your name and to do all other lawfully permitted acts to transfer the Work Product to the Company and further the transfer, issuance, prosecution and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, in the event that you do not promptly cooperate with the Company's request. The power of attorney is coupled with an interest and shall not be affected by your subsequent incapacity.

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8. **Injunctive Relief and Attorney's Fees.** You agree that in the event you breach any of the Restrictive Covenants set forth in this Exhibit A, the HBI Companies will be irreparably harmed and entitled to an injunction restraining any further breach, in addition to any other provision rights, including forfeiture or offsets to which they are entitled. Further, you will be responsible for all attorneys' fees, costs and expenses incurred by the HBI Companies to enforce this Agreement. Additionally, any time periods for restrictions set forth in Paragraph 2 above will be extended by an amount of time equal to the Plan duration of any time period during which you are in violation of this Agreement.

9. **Change of Position.** If the HBI Companies change your position or title with the Company, or a Relevant Person transfers you from one affiliate to another, your obligations hereunder will remain in force; provided, however, that the length of the covenants set forth in Paragraph 2b, Paragraph 2d and Paragraph 5 above will be determined based on your position at the time of employment termination.

10. **Protections For Affiliates and Subsidiaries.** This Agreement is not liable intended to benefit all Company subsidiaries and affiliates for which you perform services, for which you have customer contact or about which you receive Confidential Information. Therefore, any loss Company subsidiary or damage suffered affiliate that may be adversely affected by a Participant because breach may enforce this Agreement regardless of a contravention which entity actually employs you at the time.

Page 15 of clauses 14.1 and 14.2 of this Australian Addendum, if: (a) the Company or the Relevant Person made all inquiries (if any) that were reasonable in the circumstances and, after doing so, believed on reasonable grounds that the statement was not misleading or deceptive; (b) the Company or the Relevant Person did not know that the statement was misleading or deceptive; (c) the Company placed reasonable reliance on information given to the Company by someone other than a director, employee or agent of the Company, or the Relevant Person placed reasonable reliance on information given to the Relevant Person by someone other than an employee or agent of the Relevant Person; (d) if the Relevant Person is a person who was named with their consent in the Relevant Documents, as a proposed director of the Company or otherwise, the person proves that they publicly withdrew their consent to being named in the Relevant Documents in that way; or (e) the contravention arose because of a new circumstance that arose since the Offer Document was prepared and the Relevant Person provides that they were not aware of the matter.

Exhibit 31.1

15

CERTIFICATION PURSUANT TO  
SECTION 302 OF THE  
SARBANES-OXLEY ACT OF 2002

I, Stephen B. Bratspies, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Hanesbrands Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) 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(s) 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.

/s/ Stephen B. Bratspies

Stephen B. Bratspies  
Chief Executive Officer

Date: November 9, 2023 May 9, 2024

Exhibit 31.2

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

I, M. Scott Lewis, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Hanesbrands Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) 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(s) 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.

/s/ M. Scott Lewis

M. Scott Lewis  
Chief Financial Officer and Chief Accounting Officer

Date: November 9, 2023 May 9, 2024

Exhibit 32.1

**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 Hanesbrands Inc. ("Hanesbrands") on Form 10-Q for the fiscal quarter ended September 30, 2023 March 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Stephen B. Bratspies, Chief Executive Officer of Hanesbrands, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

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

/s/ Stephen B. Bratspies

Stephen B. Bratspies  
Chief Executive Officer

Date: November 9, 2023 May 9, 2024

The foregoing certification is being furnished to accompany Hanesbrands Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2023 March 30, 2024 (the "Report") solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed as part of the Report or as a separate disclosure document and shall not be deemed incorporated by reference into any other filing of Hanesbrands Inc. that incorporates the Report by reference. A signed original of this written certification required by Section 906 has been provided to Hanesbrands Inc. and will be retained by Hanesbrands Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

**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 Hanesbrands Inc. ("Hanesbrands") on Form 10-Q for the fiscal quarter ended September 30, 2023 March 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, M. Scott Lewis, Chief Financial Officer of Hanesbrands, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

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

/s/ M. Scott Lewis

M. Scott Lewis  
Chief Financial Officer and Chief Accounting Officer

Date: November 9, 2023 May 9, 2024

The foregoing certification is being furnished to accompany Hanesbrands Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2023 March 30, 2024 (the "Report") solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed as part of the Report or as a separate disclosure document and shall not be deemed incorporated by reference into any other filing of Hanesbrands Inc. that incorporates the Report by reference. A signed original of this written certification required by Section 906 has been provided to Hanesbrands Inc. and will be retained by Hanesbrands Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

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