

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-K

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

For the fiscal year ended January 1, 2022

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

(State of incorporation)

**1000 East Hanes Mill Road
Winston-Salem, North Carolina**
(Address of principal executive office)

20-3552316

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

27105

(Zip code)

(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 if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

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

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

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

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

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

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

As of July 2, 2021, the aggregate market value of the registrant's common stock held by non-affiliates was approximately \$6,457,867,614 (based on the closing price of the common stock on that date, as reported on the New York Stock Exchange and, for purposes of this computation only, the assumption that all of the registrant's directors and executive officers are affiliates and that beneficial holders of 5% or more of the outstanding common stock are not affiliates).

As of February 4, 2022, there were 350,175,412 shares of the registrant's common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Part III of this Form 10-K incorporates by reference to portions of the registrant's proxy statement for its 2022 annual meeting of stockholders.

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FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K 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,” “will,” “expect,” “project,” “estimate,” “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. 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 because such statements speak only as of the date when made. 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. In addition, forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from our historical experience and our present expectations or projections. These risks and uncertainties include, but are not limited to, those described under “Risk Factors” and elsewhere in this report and those described from time to time in our future reports filed with the Securities and Exchange Commission (“SEC”).

PART I

Item 1. Business

Company Overview

Hanesbrands Inc. (collectively with its subsidiaries, “Hanesbrands,” “we,” “us,” “our” or the “Company”) is a socially responsible leading marketer of everyday basic innerwear and activewear apparel in the Americas, Australasia, Europe and Asia under some of the world’s strongest apparel brands, including *Hanes*, *Champion*, *Bonds*, *Bali*, *Maidenform*, *Playtex*, *Bras N Things*, *JMS/Just My Size*, *Alternative*, *Berlei*, *Wonderbra*, *Gear for Sports* and *Comfortwash*. Our products are marketed to consumers shopping in mass merchants, mid-tier and department stores, specialty stores, e-commerce sites, as well as our own retail locations and websites.

We operate in the global innerwear and global activewear apparel categories. We believe 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 multi-year growth strategy (“Full Potential plan”) focuses on four pillars to drive growth and enhance long-term profitability and identifies the initiatives to unlock growth. Our four pillars of growth are to grow the *Champion* brand globally, drive growth in Innerwear with brands and products that appeal to younger consumers, build e-commerce excellence across channels and streamline our global portfolio. In order to deliver this growth and create a more efficient and productive business model, we have launched a multi-year cost savings program intended to self-fund the investments necessary to achieve the Full Potential plan’s objectives. We remain 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.

In the first quarter of 2021, we announced that as part of our strategic plan, we were exploring alternatives for our European Innerwear business and subsequently reached the decision to exit this business. We determined that our European Innerwear business met held-for-sale and discontinued operations accounting criteria at the end of the first quarter of 2021. Accordingly, we began to separately report the results of our European Innerwear business as discontinued operations in the first quarter of 2021. Unless otherwise noted, all discussion within this Annual Report on Form 10-K, including amounts and percentages for all periods, reflect the results of our continuing operations. See Note “Assets and Liabilities Held for Sale” to our consolidated financial statements included in this Annual Report on Form 10-K for additional information. On November 4, 2021, we announced that we reached an agreement to sell our European Innerwear business to an affiliate of Regent, L.P., pending the completion of consultation with the European and French works councils representing employees of the European Innerwear business and customary closing conditions. Under the agreement, the purchaser will acquire all of the assets and operating liabilities of the European Innerwear business for a purchase price of one Euro, subject to a post-closing adjustment to reflect any deviation at closing from a normalized level of working capital. Under the agreement, there is also a potential earnout due to us based on future performance. The transaction is expected to close in the first quarter of 2022.

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 plan. We determined that our U.S. Sheer Hosiery business met held-for-sale accounting criteria in the fourth quarter of 2021. We are currently exploring potential purchasers for this business and expect to complete the sale of this business within one year. See Note “Assets and Liabilities

Held for Sale” to our consolidated financial statements included in this Annual Report on Form 10-K for additional information.

Unlike most apparel companies, Hanesbrands primarily operates its own manufacturing facilities. Over 65% of the apparel units that we sell are manufactured in our own plants or those of dedicated contractors. Owning the majority of our supply chain not only impacts cost, scale and flexibility, but improves our ability to adhere to best-in-class management and environmental practices.

We take great pride in our strong reputation for ethical business practices and the success of our corporate responsibility program for community and environmental improvement. Hanesbrands earned a leadership level A- score in the 2021 CDP Climate Change Report, placing us in the top 6% of the 13,000 companies rated, and has been a U.S. Environmental Protection Agency Energy Star Sustained Excellence Award winner for 12 consecutive years. We are also a recognized leader for our community-building, philanthropy and workplace practices.

In late 2020, we announced our commitment to making the world a more comfortable, livable and inclusive place by establishing new wide-ranging 2025/2030 global sustainability goals and launching a new sustainability website, www.HBISustains.com. This website is designed to increase our transparency and reporting on key metrics and will be updated yearly to track our progress against these long-term goals. We made excellent progress 2021.

We approach sustainability from a broad, holistic perspective. Our efforts are focused in areas addressed by the United Nations’ Sustainable Development Goals, such as: good health and well-being; quality education; gender equality; climate action; clean water and sanitation; affordable and clean energy; economic growth; reduced inequalities; and responsible consumption and production.

Our fiscal year ends on the Saturday closest to December 31. All references to “2021”, “2020” and “2019” relate to the 52-week fiscal year ended on January 1, 2022, the 53-week fiscal year ended on January 2, 2021 and the 52-week fiscal year ended on December 28, 2019, respectively.

We make available copies of materials we file with, or furnish to, the SEC free of charge at www.Hanes.com/investors (in the “Investors” section). By referring to our corporate website, www.Hanes.com/corporate, our sustainability website, www.HBISustains.com, or any of our other websites, we do not incorporate any such website or its contents into this Annual Report on Form 10-K.

Our Brands

Our portfolio of leading brands is designed to address the needs and wants of various consumer segments across a broad range of basic apparel products. Our brands have strong consumer positioning that helps distinguish them from competitors and guides their advertising and product development. We discuss some of our most important brands in more detail below.

Hanes is the largest and most widely recognized brand in our portfolio. *Hanes* is the number one selling apparel brand in the United States and is found in nine out of 10 U.S. households. The *Hanes* brand covers all of our product categories, including men’s underwear, women’s panties, children’s underwear, bras, socks, T-shirts, fleece and shapewear. *Hanes* stands for outstanding comfort, style and value. *Hanes* is one of the most widely distributed brands in apparel, with a presence across mass merchandise retailers, e-commerce sites, discount stores and department stores. Through collaborations with third parties, the brand has also gained distribution with specialty retailers like Urban Outfitters and in high-end retail establishments like Nordstrom and Bloomingdale’s.

Champion is our second-largest brand. Founded in Rochester, New York in 1919, *Champion* has always been known for authentic American style and performance and helped pioneer some of the most important innovations in athleticwear, including reverse weave sweatshirts, mesh practice uniforms and sports bras. *Champion* athleticwear can be found in sporting goods retailers, e-commerce sites, department stores, college bookstores and specialty retailers, including Urban Outfitters, Zumiez and PacSun, as well as in our own retail locations and our Champion.com website. In addition, *Champion* has collaborated with designers and other iconic brands around the world, including Hasbro Gaming, General Mills, Muhammad Ali, Sesame Street and Todd Snyder. We believe the *Champion* brand continues to be a powerful global growth platform for Hanesbrands.

Our global portfolio includes another megabrand with strong heritage and deep household penetration in its respective market. The *Bonds* brand is over a century old and is Australia’s largest and most well-known innerwear brand, holding the number one position in men’s underwear, women’s panties, children’s underwear, socks, and the baby clothing category. The portfolio also extends to casual apparel, activewear, sleepwear and bras. With a market penetration above 90%, there are over 12 items of *Bonds* in every Australian household. Historically a wholesale only brand, *Bonds* now boasts a retail store network of over 140 stores, a thriving e-commerce business and growing omnichannel services making it easier for consumers to interact across multiple direct to consumer formats.

Our portfolio also includes a number of iconic intimate apparel brands. *Bali* offers a range of bras, panties and shapewear sold in the department store channel and is the number one bra brand in U.S. department stores. *Maidenform* is America’s number one shapewear brand and has been trusted for stylish, modern bras, panties and shapewear since 1922. *Playtex*, an iconic American brand, offers a range of full-figure wirefree support bras and is sold everywhere from mass merchandise retailers to department stores.

In addition, we offer a variety of products under the following well-known brands: *Bras N Things*, *JMS/Just My Size*, *Alternative*, *Berlei*, *Wonderbra*, *Gear for Sports* and *Comfortwash*.

These brands complement our primary product offerings, allowing us to give consumers a variety of options to meet their diverse needs.

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.

The following table summarizes our operating segments by product category:

<u>Segment</u>	<u>Primary Products</u>	<u>Primary Brands</u>
Innerwear	Basics, including men’s underwear, women’s panties, children’s underwear and socks and intimate apparel, such as bras and shapewear	<i>Hanes</i> , <i>Bali</i> , <i>Maidenform</i> , <i>Playtex</i> , <i>Champion</i> , <i>JMS/Just My Size</i> , <i>Bras N Things</i> , Polo Ralph Lauren*
Activewear	T-shirts, fleece, sport shirts, performance T-shirts and shorts, sports bras, thermals and teamwear	<i>Champion</i> , <i>Hanes</i> , <i>Alternative</i> , <i>Gear for Sports</i> , <i>Comfortwash</i> , <i>JMS/Just My Size</i> , <i>Hanes Beefy-T</i>
International	Activewear, men’s underwear, women’s panties, children’s underwear, intimate apparel, socks and home goods	<i>Champion</i> , <i>Bonds</i> , <i>Sheridan</i> , <i>Bras N Things</i> , <i>Hanes</i> , <i>Playtex</i> , <i>Berlei</i> , <i>Wonderbra</i> , <i>Maidenform</i> , <i>Rinbros</i> , <i>Zorba</i> , <i>Sol y Oro</i> , Polo Ralph Lauren*

* Brand used under a license agreement.

Innerwear

Our Innerwear segment includes core apparel products, such as men’s underwear, women’s panties, children’s underwear, socks and intimate apparel which includes bras and shapewear, sold in the United States, under well-known brands that are trusted by consumers. We are the intimate apparel category leader in the United States with our *Hanes*, *Bali*, *Maidenform*, *Playtex*, *Champion* and *JMS/Just My Size* brands, and we are also the leading manufacturer and marketer of men’s underwear and children’s underwear in the United States under the *Hanes*, *Champion* and Polo Ralph Lauren brands. During 2021, net sales from our Innerwear segment were \$2.7 billion, representing approximately 40% of total net sales.

Activewear

Our Activewear segment includes activewear products, such as T-shirts, fleece, performance apparel, sport shirts and thermals, sold in the United States. We are a leader in the activewear market through our *Champion*, *Hanes*, *Alternative* and *JMS/Just My Size* brands, where we sell products such as T-shirts and fleece to both retailers and wholesalers. We license our *Champion* name for footwear and sports accessories. We also sell licensed logo apparel primarily in the mass retail channel and in collegiate bookstores. During 2021, net sales from our Activewear segment were \$1.7 billion, representing approximately 25% of total net sales.

International

Our International segment includes innerwear, activewear and home goods products, sold outside of the United States, that are primarily marketed under the *Champion*, *Bonds*, *Sheridan*, *Bras N Things*, *Hanes*, *Playtex*, *Berlei*, *Wonderbra*, *Maidenform*, *Rinbros*, *Zorba*, *Sol y Oro*, and Polo Ralph Lauren brands. Our Innerwear brands are market leaders across Australia and certain markets in Latin America. In Australia, we hold the number one market share in intimate apparel, and we are also the category leader in men’s underwear. During 2021, net sales from our International segment were \$2.1 billion,

representing approximately 30% of total net sales. Our largest international markets are Australasia, Europe, Japan, Canada, China, Mexico and Latin America.

The following table summarizes our brands and product categories sold within each international region:

<u>International Country/Region</u>	<u>Primary Products</u>	<u>Primary Brands</u>
Australasia	Basics, including men's underwear, women's panties, children's underwear and socks and intimate apparel, such as bras and shapewear	<i>Bonds, Bras N Things, Berlei</i>
	Activewear	<i>Champion</i>
	Home goods	<i>Sheridan</i>
Europe	Activewear	<i>Champion</i>
Asia	Basics, including men's underwear, women's panties, children's underwear and socks and intimate apparel, such as bras and shapewear	<i>Hanes, Champion, Playtex, Wonderbra, Polo Ralph Lauren*</i>
	Activewear	<i>Champion</i>
Americas (excluding the United States)	Basics, including men's underwear, women's panties, children's underwear and socks and intimate apparel, such as bras and shapewear	<i>Hanes, Wonderbra, Rinbros, Zorba, Sol y Oro</i>
	Activewear	<i>Champion</i>

* Brand used under a license agreement.

Customers and Distribution Channels

Our products are primarily distributed through our wholesale customers' stores and websites, as well as through our own stores and websites. In 2021, approximately 70% of our total net sales were in the United States and approximately 30% were outside the United States. Our largest customer is Walmart Inc. ("Walmart"), accounting for 17% of our total net sales in 2021. As is common in the basic apparel industry, we generally do not have purchase agreements that obligate our customers to purchase our products. However, the majority of our key customer relationships have been in place for 10 years or more. Walmart is our only customer with sales that exceeded 10% of our total net sales in 2021, with substantially all Walmart sales reported within our Innerwear and Activewear segments.

Sales to mass merchants in the United States accounted for approximately 21% of our total net sales in 2021 and included all of our product categories under our *Hanes, Champion, Playtex, Maidenform* and *JMS/Just My Size* brands, as well as licensed logo apparel. Mass merchants feature high-volume, low-cost sales of basic apparel items along with a diverse variety of consumer goods products, such as grocery and drug products and other hard lines, and are characterized by large retailers, such as Walmart and Target Corporation. Our largest mass merchant customer is Walmart.

Sales to mid-tier and department stores in the United States accounted for approximately 9% of our total net sales in 2021. Mid-tier stores target a higher-income consumer than mass merchants, focus more on sales of apparel items rather than other consumer goods such as grocery and drug products and are characterized by large retailers such as Kohl's Corporation. We sell all of our product categories in mid-tier stores. Traditional department stores target higher-income consumers and carry more high-end, fashion conscious products than mid-tier stores or mass merchants and tend to operate in higher-income areas and commercial centers. Traditional department stores are characterized by large retailers such as Macy's, Inc. We sell products in our intimate apparel, underwear, socks and activewear categories through department stores.

Consumer-directed sales in the United States accounted for approximately 17% of our total net sales in 2021. We sell products that span across the Innerwear and Activewear product categories in the e-commerce environment through our owned e-commerce websites and through pure play e-commerce sites, such as Amazon.com. We also sell a range of our products through our retail and value-based outlet stores, as well as through the e-commerce sites of our brick-and-mortar retail customers.

Sales to other customers in the United States represented approximately 23% of our total net sales in 2021. We sell T-shirts, golf and sport shirts and fleece sweatshirts to wholesalers and third-party embellishers primarily under our *Hanes, Champion* and *Hanes Beefy-T* brands. We also sell a significant range of our underwear, activewear and socks products under the *Champion* brand to wholesale clubs, such as Costco Wholesale Corporation, and sporting goods stores, such as DICK'S Sporting Goods Inc. We sell primarily underwear products under the *Hanes* brands to food, drug and variety stores. We also sell licensed logo apparel in collegiate bookstores. We sell products that span across our Innerwear and Activewear segments to

the United States military for sale to servicemen and servicewomen and through discount retailers, such as the Dollar General Corporation.

Internationally, approximately 59% of our net sales were wholesale sales to retailers and 41% of our net sales were consumer-directed sales through our owned retail stores and e-commerce sites. For more information about our sales on a geographic basis, see Note “Geographic Area Information” to our consolidated financial statements included in this Annual Report on Form 10-K.

Manufacturing, Sourcing and Distribution

During 2021, over 65% of the apparel units we sold were from finished goods manufactured through a combination of facilities we own and operate, and facilities owned and operated by dedicated third-party contractors who perform some of the steps in the manufacturing process for us, such as dyeing, cutting and/or sewing. We sourced the remainder of our finished goods from third-party manufacturers who supply us with finished products based on our designs. In making decisions about the location of manufacturing operations and third-party sources of supply, we consider a number of factors, including labor, local operating costs, geopolitical factors, product quality, regional infrastructure, applicable quotas and duties and freight costs. We believe that our balanced approach to product supply, which relies on a combination of owned, contracted and sourced manufacturing located across different geographic regions, increases the efficiency of our operations, reduces product costs and offers customers a reliable source of supply.

Finished Goods That Are Manufactured by Hanesbrands

The manufacturing process for the finished goods that we manufacture begins with raw materials we obtain from suppliers. The principal raw materials in our product categories are cotton and synthetics. Cotton and synthetic materials are typically spun into yarn by our suppliers, which is then knitted into cotton, synthetic and blended fabrics. We source all of our yarn requirements from large-scale domestic and international suppliers. To a lesser extent, we purchase fabric from several domestic and international suppliers in conjunction with our scheduled production. In addition to cotton yarn and cotton-based textiles, we use thread, narrow elastic and trim for product identification, buttons, zippers, snaps and lace. These fabrics are cut and sewn into finished products, either by us or by third-party contractors. We currently operate 32 manufacturing facilities. Most of our cutting and sewing operations are strategically located in Asia, Central America and the Caribbean Basin. Alternate sources of these materials and services are readily available.

Finished Goods That Are Manufactured by Third Parties

In addition to our own manufacturing capabilities, we also source finished goods from third-party manufacturers, also referred to as “turnkey products.” Many of these turnkey products are sourced from international suppliers by our strategic sourcing hubs in Asia.

All contracted and sourced manufacturing must meet our high-quality standards. Further, all contractors and third-party manufacturers must be pre-audited and adhere to our strict supplier and business practices guidelines. These requirements provide strict standards that, among other things, cover hours of work, age of workers, health and safety conditions, freedom of association and conformity with local laws (including wage and hour laws) and Hanesbrands’ standards. Each new supplier must be inspected and agree to comprehensive compliance terms prior to commencing any production on our behalf. We audit compliance with these standards against our 265-question, scored audit protocol using both internal and external audit teams. We are also a fully accredited participating company in the Fair Labor Association. For more information, visit www.HBISustains.com.

Distribution

As of January 1, 2022, we distributed our products from 38 distribution centers. These facilities include 15 facilities located in the United States and 23 facilities located outside the United States, primarily in regions where we sell our products. We internally manage and operate 24 of these facilities, and we use third-party logistics providers who operate the other 14 facilities on our behalf.

Inventory

We believe effective inventory management is key to our success. Because our customers generally do not purchase our products under long-term supply contracts, but rather on a purchase order basis, effective inventory management requires close coordination with the customer base. We seek to ensure that products are available to meet customer demands while effectively managing inventory levels. We employ various types of inventory management techniques that include collaborative forecasting and planning, supplier-managed inventory, key event management and various forms of replenishment management processes. Our supplier-managed inventory initiative is intended to shift raw material ownership and management to our

suppliers until consumption, freeing up cash and improving response time. We have demand management planners in our customer management group who work closely with customers to develop demand forecasts that are passed to the supply chain. We also have professionals within the customer management group who coordinate daily with our larger customers to help ensure that our customers' planned inventory levels are in fact available at their individual retail outlets. Additionally, within our supply chain organization we have dedicated professionals who translate the demand forecast into our inventory strategy and specific production plans. These individuals work closely with our customer management team to balance inventory investment/exposure with customer service targets.

Seasonality and Other Factors

Absent the effects of the COVID-19 pandemic in 2020 and 2021, our operating results are 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, provides some mitigation to the impact of seasonal changes in demand for certain items. Sales levels in any period are also impacted by customer decisions to increase or decrease their inventory levels in response to anticipated consumer demand. 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.

Disruptions to the global supply chain due to factory closures, port congestion, container shortages, trucking capacity shortages, transportation delays and labor 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.

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, hosiery 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.

Product Innovation and Marketing

A significant component of our business strategy is our strong product research and development and innovation capabilities, including the development of new and improved products, including our Tagless apparel platform, Comfort Flex Fit apparel platform, ComfortBlend fabric platform, temperature-control X-Temp fabric platform, FreshIQ advanced odor protection technology fabric platform, SmoothTec fabric technology, Cool Comfort fabric technology, DreamWire underwire technology and Reverse Weave StormShell Fleece fabric technology. Most recently, in 2021 we launched Comfort Flex Fit Total Support Pouch boxer briefs, offering a proprietary, patent-pending pouch construction, including unique breathable mesh inserts to help men feel secure, separated and supported.

Driving innovation platforms across brands and categories is a major element of our business strategy as it is designed to meet key consumer needs and leverage advertising dollars. During 2021, our advertising and promotion expense was approximately \$209 million, representing 3.1% of our total net sales compared to \$114 million or 1.9% in 2020. The higher advertising and promotion expense resulted from increasing the investment in our brands as part of the implementation of our Full Potential plan. We advertise in consumer and trade publications, television and through digital initiatives including social media, online video and mobile platforms on the Internet. We also participate in cooperative advertising on a shared cost basis with major retailers in print and digital media and television.

Competition

The basic apparel market is highly competitive and rapidly evolving. Competition generally is based upon brand, comfort, fit, style and price. Our businesses face competition today from other large domestic and foreign corporations and manufacturers. In the United States, across our Innerwear and Activewear segments, we compete with Fruit of the Loom, Inc., a subsidiary of Berkshire Hathaway Inc., through its own offerings and those of its Russell Corporation and Vanity Fair Intimates offerings. Other competitors in our Innerwear segment include Victoria's Secret & Co., Jockey International, Inc. and retailers' private label offerings. Other competitors in our Activewear segment that we compete with both in the United States and internationally include Gap Inc., Nike, Puma, Adidas, Tommy Hilfiger and Converse. We also compete with many small manufacturers across all of our business segments, including our International segment. Additionally, mass merchant retailers,

department stores and other retailers, including many of our customers, market and sell basic apparel products under private labels and controlled brands that compete directly with our brands. Our competitive strengths include our strong brands with leading market positions, our industry-leading innovation, our high-volume, core products focus, our significant scale of operations, our global supply chain and our strong customer relationships. We continually strive to improve in each of these areas.

Intellectual Property

We market our products under hundreds of our own trademarks in the United States and other countries around the world, the most widely recognized of which are *Hanes*, *Champion*, *Bonds*, *Bali*, *Maidenform*, *Playtex*, *Sheridan*, *Bras N Things*, *JMS/Just My Size*, *Alternative*, *Berlei*, *Wonderbra*, *Gear for Sports and Comfortwash*. Some of our products are sold under trademarks that have been licensed from third parties, such as Polo Ralph Lauren men's underwear, and licensed apparel for a number of colleges and universities, including the University of Georgia, the University of North Carolina at Chapel Hill, the University of Texas, The Ohio State University and Wake Forest University.

Some of our trademarks are licensed to third parties, such as *Champion* for athletic-oriented accessories. In the United States and Canada, the *Playtex* trademark is owned by Playtex Marketing Corporation, of which we own a 50% interest and which grants to us a perpetual royalty-free license to the *Playtex* trademark on and in connection with the sale of apparel in the United States and Canada. Outside the United States and Canada, we own the *Playtex* trademark and perpetually license such trademark to an unaffiliated third party for non-apparel products. We own the *Berlei* trademark in Australia, New Zealand, South Africa and a limited number of smaller jurisdictions. Apart from these jurisdictions, the *Berlei* trademark is owned by an unaffiliated third party in most major markets, including Japan, China, the United States and the European Union. Our trademarks are important to our marketing efforts and have substantial value.

We aggressively protect these trademarks from infringement and dilution through appropriate measures, including court actions and administrative proceedings. Although the laws vary by jurisdiction, trademarks generally remain valid as long as they are in use and/or their registrations are properly maintained. Most of the trademarks in our portfolio, including our core brands, are covered by trademark registrations in the countries of the world in which we do business, in addition to many other jurisdictions around the world, with a registration period of 10 years in most countries. Generally, trademark registrations can be renewed indefinitely as long as the trademarks are in use. We have an active program designed to ensure that our trademarks are registered, renewed, protected and maintained. We plan to continue to use all of our core trademarks and plan to renew the registrations for such trademarks as needed.

We also own a number of copyrights. Most of our copyrights are unregistered, although we have a sizable portfolio of copyrighted lace designs that are the subject of a number of registrations at the United States Copyright Office.

We place high importance on product innovation and design, and a number of these innovations and designs are the subject of patents. However, we do not regard any segment of our business as being dependent upon any single patent or group of related patents. In addition, we own proprietary trade secrets, technology and know-how that we have not patented.

Governmental Regulation and Environmental Matters

We are subject to federal, state and local laws and regulations in the United States that could affect our business, including those promulgated under the Occupational Safety and Health Act, the Consumer Product Safety Act, the Flammable Fabrics Act, the Textile Fiber Product Identification Act, the rules and regulations of the Consumer Products Safety Commission and various environmental laws and regulations. Some of our international businesses are subject to similar laws and regulations in the countries in which they operate. Certain of our products are required to be manufactured in compliance with applicable governmental standards. Our operations also are subject to various international trade agreements and regulations. While we believe that we are in compliance in all material respects with all applicable governmental regulations, current governmental regulations may change or become more stringent or unforeseen events may occur, any of which could have a material adverse effect on our financial position or results of operations.

We are also subject to various domestic and international laws and regulations relating to generating emissions, water discharges, waste, product and packaging content and workplace safety. Noncompliance with these laws and regulations may result in substantial monetary penalties and criminal sanctions. We are aware of hazardous substances or petroleum releases at certain of our facilities and are working with the relevant environmental authorities to investigate and address such releases. We also have been identified as a "potentially responsible party" at certain waste disposal sites in the United States undergoing investigation and cleanup under the federal Comprehensive Environmental Response, Compensation and Liability Act (commonly known as Superfund) or state Superfund equivalent programs. Where we have determined that a liability has been incurred and the amount of the loss can reasonably be estimated, we have accrued amounts on our balance sheet for losses related to these sites. Compliance with environmental laws and regulations and our remedial environmental obligations

historically have not had a material impact on our operations, and we are not aware of any proposed regulations or remedial obligations that could trigger significant costs or capital expenditures in connection with such compliance.

Compliance with government regulations, including environmental regulations, has not had, and based on current information and the applicable laws and regulations currently in effect, is not expected to have a material effect on our capital expenditures (including expenditures for environmental control facilities), earnings or competitive position. However, laws and regulations may be changed, accelerated or adopted that impose significant operational restrictions and compliance requirements upon our Company and which could negatively impact our operating results. See Item 1A - "Risk Factors."

Sustainability

Unlike most apparel companies, we primarily self-manufacture our own products in facilities that we own and operate or those of our dedicated third-party contractors. Owning the majority of our supply chain not only impacts cost, scale and flexibility, but also allows us to adhere to best-in-class management and environmental practices. We are protective of our strong reputation for corporate citizenship and social responsibility and proud of our significant achievements in the areas of environmental stewardship, workplace quality and community building.

Issues such as climate change, water stress and unethical labor or human rights practices within supply chains pose risks to our business and our ability to produce our products in an ethical and sustainable manner. We assess and evaluate these risks annually as part of our Enterprise Risk Management process, which is overseen by the Audit Committee of our Board of Directors. We also have a dedicated team responsible for managing our global sustainability program. Our Chief Executive Officer is responsible for setting overall business strategy, including our commitment to sustainability. He directly oversees our Sustainability Executive Steering Committee which has ultimate management oversight of our global sustainability program and meets quarterly to assess the program's effectiveness. To drive the program across our entire organization on a global basis, we have also put in place a Global Sustainability Consortium made up of over 50 associates from multiple countries and functional areas who are responsible for executing our global sustainability initiatives and goals.

We approach sustainability from a broad, holistic perspective and focus our efforts in areas addressed by the United Nations' Sustainable Development Goals, such as: good health and well-being; quality education; gender equality; climate action; clean water and sanitation; affordable and clean energy; economic growth; reduced inequalities; and responsible consumption and production. In late 2020, we continued our commitment to making the world a more comfortable, livable and inclusive place by establishing new, wide-ranging 2025/2030 global sustainability goals and launching a new sustainability website www.HBISustains.com. This website is designed to increase our transparency and reporting on key metrics and will be updated yearly to track progress against our long-term goals. Key highlights of our 2030 global sustainability goals include:

- **People:** By 2030, improve the lives of at least 10 million people through health and wellness programs, diversity and inclusion initiatives, improved workplace quality, and philanthropic efforts that improve local communities.
- **Planet:** By 2030, significantly reduce greenhouse gas emissions to align with science-based targets, reduce water use by 25%, use 100% renewable electricity in company-owned operations, and bring landfill waste to zero.
- **Product:** At an even quicker pace, eliminate all single-use plastics (or ensure that those not eliminated are commonly recyclable or compostable) and reduce packaging weight by 25%, while also moving to 100% recycled or degradable polyester and sustainably sourced cotton.

We have made excellent progress against these goals, and these efforts build upon our long-standing commitment to sustainability. Hanesbrands earned a peer-leading A- score in the 2021 CDP Climate Change Report (the top 6% of the 13,000 global companies rated), and has been a U.S. Environmental Protection Agency Energy Star Sustained Excellence Award winner for 12 consecutive years. In late 2021, we submitted new science-based greenhouse gas goals to the Science-Based Targets Initiative which call for an additional 50% reduction in direct emissions and 30% reduction in indirect emissions by 2030. We are also members of the Fair Labor Association, and the Sustainable Apparel Coalition and we have been recognized for our socially responsible business practices by such organizations as social compliance rating group , Baptist World Aid, the United Way, Codespa, Corporate Responsibility magazine and others.

Human Capital Management

Employees and Labor Relations

As of January 1, 2022, we had approximately 59,000 employees, over 88% of whom (approximately 52,000) are located outside the United States. Over 83% of our workforce (approximately 49,000 employees) is employed in our large-scale supply chain facilities located primarily in Central America, the Caribbean Basin and Asia. Over 95% of our workforce (approximately 57,000 employees) consists of full-time employees. As of January 1, 2022, five employees in the United States were covered by collective bargaining agreements. A significant portion of our employees based in foreign countries are represented by works

councils or unions or are subject to trade-sponsored or governmental agreements. We believe our relationships with our employees are good.

Health and Safety

We prioritize the health and safety of our employees. We have created and implemented processes and training programs to maintain safe and healthy work environments in our offices, manufacturing facilities, distribution centers and retail stores, and we review and monitor our performance closely. During the year ended January 1, 2022, our Occupational Safety and Health Administration ("OSHA") recordable rate was 0.30, a decrease of 12% compared to the prior year. In response to the COVID-19 global pandemic, we enhanced our health and safety operating procedures by, among other things:

- Providing additional sanitation and enhanced ventilation;
- Implementing mandatory mask usage and social distancing measures;
- Installing protective barriers, such as sneeze guards;
- Limiting building occupancy and staggering work schedules;
- Zoning employees to segregate work teams;
- Instituting temperature checks and daily digital health self-assessments; and
- Rigorous contact tracing, testing and quarantining of employees when needed.

In addition, we provided enhanced employee benefits to our global workforce to ensure access to care, including onsite wellness clinics, payment of health insurance premiums for furloughed employees, free COVID-19 testing and mental health resources.

Diversity and Inclusion

As a global company operating in more than 30 countries on six continents, our employees represent different backgrounds, ethnicities, cultures, religions, genders, sexual orientations and ages. We believe these different perspectives strengthen our business and we strive to build an inclusive culture. As of January 1, 2022, our global workforce was approximately 33% male and 67% female, and of our domestic workforce, our employees were approximately 53% white, approximately 23.5% Black or African American, approximately 14% Hispanic, approximately 3.4% Asian, approximately 0.7% American Indian or Alaskan Native and approximately 2.7% two or more races. We have made rapid progress in diversity and inclusion, and we are committed to doing more. In 2021, we launched aggressive diversity goals, aiming for at least 25% representation of people of color and 50% women at the senior manager and above levels within our U.S. workforce.

Talent Development

Our talent strategy is focused on attracting the best talent, recognizing and rewarding their performance, and continually developing, engaging and retaining them. We regularly review succession plans and conduct annual assessments to identify talent needs, assess how we are positioned from a talent perspective, and prioritize actions to identify and develop talent. We also cultivate a learning environment that drives individual and business results by developing employees to reach their full potential. HBI University, our global learning platform, provides employees with access to thousands of e-learning courses, as well as instructor-led and virtual courses to strengthen technical skills, leadership, productivity, business acumen and soft skills. During 2021, over 80,000 micro-learning and other online courses were completed globally and over 1,000 people attended in-person or virtual learning sessions in the United States. In addition, world-class management and leadership development programs in our large manufacturing hubs in Central America, the Caribbean Basin and Asia provide the foundational skills required for key talent and rising managers in our global supply chain and develop capacities for current and future leaders of the organization.

Culture and Engagement

In order to ensure that we are meeting our human capital objectives, we regularly conduct employee surveys to understand the effectiveness of our employee and compensation programs and where we can improve across our company. Our latest survey completed in 2020 had a participation rate of 59% of the 9,500 employees surveyed (which is nearly double the benchmark participation rate). The survey results indicated that we excel in areas including: overall engagement, clear expectations and a link between individuals' work and Hanesbrands' goals and objectives, and understanding strategic goals of the organization.

Item 1A. Risk Factors

This section describes circumstances or events that could have a negative effect on our financial results or operations or that could change, for the worse, existing trends in our businesses. The occurrence of one or more of the circumstances or events described below could have a material adverse effect on our financial condition, results of operations and cash flows or on the trading price of our common stock. The risks and uncertainties described in this Annual Report on Form 10-K are not the only ones facing us. Additional risks and uncertainties that currently are not known to us or that we currently believe are immaterial also may adversely affect our businesses and operations.

Risks Related to the COVID-19 Global Pandemic

The coronavirus disease (COVID-19) global pandemic has had and is expected to continue to have an adverse impact on our business.

The COVID-19 global pandemic has negatively impacted the global economy, disrupted consumer spending and global supply chains, and created significant volatility and disruption of financial markets. The extent of the impact of the COVID-19 global pandemic on our business is highly uncertain and difficult to predict, as information is rapidly evolving with respect to the duration and severity of the pandemic.

The COVID-19 global pandemic has significantly impacted economic activity and markets throughout the world. In response, governmental authorities in certain jurisdictions have implemented numerous measures in an attempt to contain the virus, such as travel bans and restrictions, quarantines, shelter-in-place orders and business shutdowns. The nature and the scope of these actions, as well as decisions we have made to protect the health and safety of our employees, consumers and communities, vary from jurisdiction to jurisdiction, but have adversely impacted our financial results and may continue to do so in the future. We may face additional store closure requirements and other operational restrictions with respect to some or all of our physical locations for prolonged periods of time due to, among other factors, evolving and increasingly stringent governmental restrictions including public health directives, quarantine policies or social distancing measures. In addition, many of our customers, including significant customers in our wholesale distribution channels, may close many of their stores, which will adversely impact our revenues from these customers. As a result, our financial results could be materially adversely impacted.

Consumer fears about becoming ill with the disease may continue, which will continue to adversely affect traffic to our and our customers' stores. Consumer spending generally may also be negatively impacted by general macroeconomic conditions and consumer confidence, including a significant economic downturn, resulting from the COVID-19 global pandemic. This may negatively impact sales in our stores and our e-commerce channel and may cause our wholesale customers to purchase fewer products from us. The continued significant reduction in consumer visits to, and spending at, our and our customers' stores, caused by COVID-19, and any decreased spending at retail stores or online caused by decreased consumer confidence and spending following the pandemic, would result in a loss of sales and profits and other material adverse effects, including customer bankruptcies which could reduce or eliminate our anticipated income and cash flows, which would negatively affect our results of operations and liquidity. Even if customers do not declare bankruptcy, they may seek to extend payment terms or be unable or unwilling to pay us amounts that we are entitled to on a timely basis or at all, which would adversely affect our sales and liquidity.

The COVID-19 pandemic also has the potential to significantly impact our supply chain if the factories that manufacture our products, the distribution centers where we manage our inventory, or the operations of our logistics and other service providers are disrupted, temporarily closed or experience worker shortages. Current vessel, container and other transportation shortages, labor shortages and port congestion globally have delayed and are expected to continue to delay inventory orders and, in turn, deliveries to our wholesale customers and availability in our company-operated stores and e-commerce sites. We have incurred higher freight and other distribution costs, including air freight, to mitigate these delays. We are also seeing negative impacts to pricing of certain components of our products as a result of the COVID-19 pandemic. In the event we increase prices of our products, there can be no assurance that consumers will accept such increases, which could adversely impact our financial results.

In addition, the impact of COVID-19 on macroeconomic conditions may impact the proper functioning of financial and capital markets, foreign currency exchange rates, commodity prices, and interest rates. Even after the COVID-19 global pandemic has subsided, we may continue to experience adverse impacts to our business as a result of any economic recession or depression that has occurred or may occur in the future.

Strategic Risks

Our future success depends in part on our ability to successfully implement our strategic plan and achieve our global business strategies, including our Full Potential plan.

We are implementing a significant number of strategic initiatives focused on building a consumer-centric company, accelerating growth across business segments, enhancing our capabilities and strengthening the foundation of our company. There can be no assurance that these or other future strategic initiatives will be successful to the extent we expect, or at all. Furthermore, we are investing significant resources in these initiatives and the costs of the initiatives may outweigh their benefits. We cannot assure you that our management will be able to manage these initiatives effectively or implement them successfully. If we miscalculate the resources or time we need to complete these strategic initiatives or fail to implement them effectively, our business and operating results could be adversely affected.

We operate in a highly competitive and rapidly evolving market, and our market share and results of operations could be adversely affected if we fail to compete effectively in the future.

The basic apparel market is highly competitive and rapidly evolving. Competition generally is based upon brand, comfort, fit, style and price. Our businesses face competition today from other large domestic and foreign corporations and manufacturers, as well as mass merchant retailers, department stores and other retailers, including many of our customers, that market and sell basic apparel products under private labels that compete directly with our brands. Also, online retail shopping is rapidly evolving, and we expect competition in the e-commerce market to intensify in the future as the Internet facilitates competitive entry and comparison shopping. If we do not successfully develop and maintain a relevant omni-channel experience for our customers, our businesses and results of operations could be adversely impacted. Increased competition may result in a loss of or a reduction in shelf space and promotional support and reduced prices, in each case decreasing our cash flows, operating margins and profitability. Our ability to identify and capitalize on retail trends, including technology, e-commerce and other process efficiencies to gain market share and better service our customer base will, in large part, determine our future success. If we fail to compete successfully, our market share, results of operations and financial condition will be materially and adversely affected.

The rapidly changing retail environment could result in the loss of or material reduction in sales to certain of our customers, which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

The retail environment is highly competitive as consumers are increasingly embracing shopping online and through mobile commerce applications. As a result, a greater portion of total consumer expenditures with retailers is occurring online and through mobile commerce applications. If our brick-and-mortar retail customers fail to maintain or grow their overall market position through the integration of physical retail presence and digital retail, these customers may experience financial difficulties including store closures, bankruptcies or liquidations. This could, in turn, create difficulty in moving our products to market, which would increase inventories or backlog, substantially reduce our revenues, increase our credit risk and ultimately have a material adverse effect on our results of operations, financial condition and cash flows.

If our advertising, marketing and promotional programs are unsuccessful, or if our competitors are more effective with their programs than we are, our sales could be negatively affected.

Ineffective marketing, advertising and promotional programs could inhibit our ability to maintain brand relevance and could ultimately decrease sales. While we use social media, websites, mobile applications, email, print and television to promote our products and attract customers, some of our competitors may expend more for their programs than we do, or use different approaches than we do that prove more successful, any of which may provide them with a competitive advantage. If our programs are not effective or require increased expenditures that are not offset by increased sales, our revenue and results of operations could be negatively impacted.

Our customers may require products on an exclusive basis, forms of economic support and other changes that could be harmful to our business.

Customers increasingly may require us to provide them with some of our products on an exclusive basis, which could cause an increase in the number of stock keeping units, or "SKUs," we must carry and, consequently, increase our inventory levels and working capital requirements. Moreover, our customers may increasingly seek markdown allowances, incentives and other forms of economic support, which reduce our gross margins and affect our profitability. Our financial performance is negatively affected by these pricing pressures when we are forced to reduce our prices without being able to correspondingly reduce our production costs.

Operational Risks

Any inadequacy, interruption, integration failure or security breach with respect to our information technology could harm our ability to effectively operate our business and have a material adverse effect on our business, results of operations, financial condition and cash flows.

Our ability to effectively manage and operate our business depends significantly on information technology systems. The failure of these systems to operate effectively and support global growth and expansion, problems with integrating various data sources, challenges in transitioning to upgraded or replacement systems, difficulty in integrating new systems or systems of acquired businesses, or a breach in security of these systems could adversely impact the operations of our business.

Despite our policies, procedures and programs designed to ensure the integrity of our information technology systems, we may not be effective in identifying and mitigating every risk to which we are exposed. Furthermore, from time to time we rely on information technology systems which may be managed, hosted, provided and/or accessed by third parties or their vendors to assist in conducting our business. Such relationships and access may create difficulties in anticipating and implementing adequate preventative measures or fully mitigating harms after a breach.

Hackers and data thieves are increasingly sophisticated and operate large-scale and complex attacks that may include computer viruses or other malicious codes, ransomware, unauthorized access attempts, denial of service attacks and large-scale automated attacks, phishing, social engineering, hacking and other cyber-attacks. Any breach of our network or databases, or those of our third-party providers, may result in the loss of valuable business data, misappropriation of our consumers' or employees' personal information, or a disruption of our business, which could give rise to unwanted media attention, impair our ability to order materials, make and ship orders, and process payments, materially damage our customer relationships and reputation, and result in lost sales, fines or lawsuits.

Moreover, there are numerous laws and regulations regarding privacy and the storage, sharing, use, processing, transfer, disclosure and protection of personal data, the scope of which is changing, subject to differing interpretations, and may be inconsistent between states within a country or between countries. Globally, new and emerging laws, such as the General Data Protection Regulation ("GDPR") and the Network and Information Systems Directive ("NISD") in Europe, the United Kingdom General Data Protection Regulation ("UK-GDPR") in the United Kingdom, state laws in the U.S. on privacy, data and related technologies, such as the California Consumer Privacy Act and the recently passed California Privacy Rights Act create new compliance obligations and expand the scope of potential liability, either jointly or severally with our customers and suppliers. Non-compliance with these laws could result in penalties or significant legal liability. Although we take reasonable efforts to comply with all applicable laws and regulations, there can be no assurance that we will not be subject to regulatory action, including fines, in the event of a data security incident. We or our third-party service providers could be adversely affected if legislation or regulations are expanded to require changes in our or our third-party service providers' business practices or if governing jurisdictions interpret or implement their legislation or regulations in ways that negatively affect our or our third-party service providers' business, results of operations or financial condition. Misuse of or failure to secure personal information could also result in violation of data privacy laws and regulations, proceedings, and potentially significant monetary penalties, against us by governmental entities or others, damage to our reputation and credibility, and could have a negative impact on revenues and profits.

Our inability to successfully recover should we experience a disaster or other business continuity problem could cause material financial loss, loss of human capital, regulatory actions, reputational harm, or legal liability.

We have a complex global supply chain and distribution network that supports our ability to consistently provide our products to our customers. Should we experience a local or regional disaster or other business continuity problem, such as an earthquake, tsunami, terrorist attack, pandemic or other natural or man-made disaster, our continued success will depend, in part, on the safety and availability of our personnel, our office facilities, and the proper functioning of our computer, telecommunication and other systems and operations. Climate change serves as a risk multiplier increasing both the frequency and severity of natural disasters that may affect our worldwide business operations. Therefore, forecasting disruptive events and building additional resiliency into our operations accordingly will become an increasing business imperative.

We may experience operational challenges in the event of a disaster, in particular depending upon how a local or regional event may affect our human capital across our operations or with regard to particular aspects of our operations, such as key executive officers or personnel in our technology group. If we cannot respond to disruptions in our operations, for example, by finding alternative suppliers or replacing capacity at key manufacturing or distribution locations, or cannot quickly repair damage to our information, production or supply systems, we may be late in delivering, or be unable to deliver, products to our customers. These events could result in, among other negative impacts, reputational damage, lost sales, cancellation charges or excessive markdowns.

The risks associated with climate change and other environmental impacts and increased focus by stakeholders on corporate responsibility issues, including those associated with climate change, could negatively affect our business and operations.

Our business is susceptible to risks associated with climate change, including through disruption to our supply chain and the productivity of our contract manufacturing, potentially impacting the production and distribution of our products and availability and pricing of raw materials. Large portions of the our supply chain are located in Central America and the Caribbean, where there has been a steady surge of hurricanes in recent years. Increased frequency and intensity of weather events (such as storms and floods) due to climate change could also lead to more frequent store closures and/or lost sales as customers prioritize basic needs.

In many countries, governmental bodies are enacting new or additional legislation and regulations to reduce or mitigate the potential impacts of climate change. If we, our suppliers, or our contract manufacturers are required to comply with these laws and regulations, or if we choose to take voluntary steps to reduce or mitigate our impact on climate change, we may experience increased costs for energy, production, transportation, and raw materials, increased capital expenditures, or increased insurance premiums and deductibles, which could adversely impact our operations. Inconsistency of legislation and regulations among jurisdictions may also affect the costs of compliance with such laws and regulations. Any assessment of the potential impact of future climate change legislation, regulations or industry standards, as well as any international treaties and accords, is uncertain given the wide scope of potential regulatory change in the countries in which we operate.

There is also increased focus from our stakeholders, including consumers, employees and investors, on corporate responsibility matters. Although we have announced our corporate sustainability strategy and 2025/2030 sustainability goals on our sustainability website, www.HBISustains.com, there can be no assurance that our stakeholders will agree with our strategy or that we will be successful in achieving our goals. Failure to implement our strategy or achieve our goals could damage our reputation, causing our investors or consumers to lose confidence in our company and brands, and negatively impact our operations. Even if we are able to achieve our 2025/2030 sustainability goals, our business will continue to remain subject to risks associated with climate change.

The loss of one or more of our suppliers of finished goods or raw materials may interrupt our supplies and materially harm our business.

We purchase all of the raw materials used in our self-manufactured products and our sourced finished goods from a limited number of third-party suppliers and manufacturers. Our ability to meet our customers' needs depends on our ability to maintain an uninterrupted supply of raw materials and finished products from our third-party suppliers and manufacturers. Our business, financial condition or results of operations could be adversely affected if any of our principal third-party suppliers or manufacturers experience financial difficulties that they are not able to overcome resulting from worldwide economic conditions, production problems, difficulties in sourcing raw materials, lack of capacity or transportation disruptions, or if for these or other reasons they raise the prices of the raw materials or finished products we purchase from them. The magnitude of this risk depends upon the timing of any interruptions, the materials or products that the third-party manufacturers provide and the volume of production.

Our dependence on third parties for raw materials and finished products subjects us to the risk of supplier failure and customer dissatisfaction with the quality of our products. Quality failures by our third-party manufacturers or changes in their financial or business condition that affect their production could disrupt our ability to supply quality products to our customers and thereby materially harm our business.

We rely on a relatively small number of customers for a significant portion of our sales, and the loss of or material reduction in sales to any of our top customers could have a material adverse effect on our business, results of operations, financial condition and cash flows.

In 2021, our top 10 customers accounted for approximately 45% of our total net sales. Our top customer, Walmart, accounted for 17% of our total net sales in 2021. We expect that these customers will continue to represent a significant portion of our net sales in the future. Moreover, our top customers are the largest market participants in our primary distribution channels across all of our product lines. We generally do not enter into purchase agreements that obligate our customers to purchase our products, and as a result, most of our sales are made on a purchase order basis. A decision by any of our top customers to significantly decrease the volume of products purchased from us could substantially reduce revenues and may have a material adverse effect on our business, results of operations, financial condition and cash flows. In addition, if any of our customers devote less selling space to apparel products in general or our products specifically, our sales to those customers could be reduced even if we maintain our share of their apparel business.

Our results of operations could be materially harmed if we are unable to manage our inventory effectively and accurately forecast demand for our products.

We are faced with the constant challenge of balancing our inventory levels with our ability to meet marketplace needs. Factors that could affect our ability to accurately forecast demand for our products include our ability to anticipate and respond effectively to evolving consumer preferences and trends and to translate these preferences and trends into marketable product offerings, as well as unanticipated changes in general economic conditions or other factors, which result in cancellations of orders or a reduction or increase in the rate of reorders placed by retailers.

Inventory reserves can result from the complexity of our supply chain, a long manufacturing process and the seasonal nature of certain products. We sell a large number of our products to a small number of customers, and these customers generally are not required by contract to purchase our goods. As a result, we often schedule internal production and place orders for products with third-party manufacturers before our customers' orders are firm. If we fail to accurately forecast consumer demand, we may experience excess inventory levels or a shortage of product required to meet the demand. Inventory levels in excess of consumer demand may result in inventory write-downs and the sale of excess inventory at discounted prices, which could have an adverse effect on the image and reputation of our brands and negatively impact profitability. On the other hand, if we underestimate demand for our products, our manufacturing facilities or third-party manufacturers may not be able to produce products to meet consumer requirements, and this could result in delays in the shipment of products and lost revenues, as well as damage to our reputation and relationships. These risks could have a material adverse effect on our brand image as well as our results of operations and financial condition.

Additionally, sudden decreases in the costs for materials may result in the cost of inventory exceeding the cost of new production; if this occurs, it could have a material adverse effect on our business, results of operations, financial condition or cash flows, particularly if we hold a large amount of excess inventory. Excess inventory charges can reduce gross margins or result in operating losses, lowered plant and equipment utilization and lowered fixed operating cost absorption, all of which could have a material adverse effect on our business, results of operations, financial condition or cash flows.

Our business depends on our senior management team and other key personnel.

Our success depends upon the continued contributions of our senior management team and other key personnel, some of whom have unique talents and experience that would be difficult to replace. The loss or interruption of the services of a member of our senior management team or other key personnel could have a material adverse effect on our business during the transitional period that would be required for a successor to assume the responsibilities of the position. Our future success will also depend on our ability to develop and/or recruit employees with the core competencies needed to support our growth in global markets and in new products or services. We may not be able to attract or retain these employees, which could adversely affect our business.

We had approximately 59,000 employees worldwide as of January 1, 2022, and our business operations and financial performance could be adversely affected by changes in our relationship with our employees or changes to United States or foreign employment regulations.

We had approximately 59,000 employees worldwide as of January 1, 2022, approximately 52,000 of whom were outside of the United States. This means we have a significant exposure to changes in domestic and foreign laws governing our relationships with our employees, including wage and hour laws and regulations, fair labor standards, minimum wage requirements, overtime pay, unemployment tax rates, workers' compensation rates, citizenship requirements and payroll taxes, which likely would have a direct impact on our operating costs. A significant increase in minimum wage or overtime rates in countries where we have employees could have a significant impact on our operating costs and may require that we relocate those operations or take other steps to mitigate such increases, all of which may cause us to incur additional costs, expend resources responding to such increases and lower our margins.

In addition, a significant number of our international employees are members of labor organizations or are covered by collective bargaining agreements. If there were a significant increase in the number of our employees who are members of labor organizations or become parties to collective bargaining agreements, we would become vulnerable to a strike, work stoppage or other labor action by these employees that could have an adverse effect on our business.

Financial Risks

Significant fluctuations and volatility in the price of various input costs, such as cotton and oil-related materials, utilities, freight and wages, may have a material adverse effect on our business, results of operations, financial condition and cash flows.

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, we have recently experienced significant inflation in labor, materials and shipping costs. 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. Similarly, a significant portion of our products are manufactured in other countries and declines in the value of the U.S. dollar may result in higher manufacturing costs. In addition, sudden decreases in the costs for materials may result in the cost of inventory exceeding the cost of new production, which could result in lower profitability, particularly if these decreases result in downward price pressure. If, in the future we incur volatility in the costs for materials and labor that we are unable to offset through price adjustments or improved efficiencies, or if our competitors' unwillingness to follow our price changes results in downward price pressure, our business, results of operations, financial condition and cash flows may be adversely affected.

Due to the extensive nature of our foreign operations, fluctuations in foreign currency exchange rates could negatively impact our results of operations.

A significant percentage of our total revenues (approximately 30% in 2021) is derived from markets outside the United States. We sell a majority of our products in transactions denominated in U.S. dollars; however, we purchase many of our raw materials, pay a portion of our wages and make other payments to participants in our supply chain in foreign currencies. As a result, when the U.S. dollar weakens against any of these currencies, our cost of sales could increase substantially. Outside the United States, we may pay for materials or finished products in U.S. dollars, and in some cases a strengthening of the U.S. dollar could effectively increase our costs where we use foreign currency to purchase the U.S. dollars we need to make such payments. Changes in foreign currency exchange rates could have an adverse impact on our financial condition, results of operations and cash flows. We are also exposed to gains and losses resulting from the effect that fluctuations in foreign currency exchange rates have on the reported results in our consolidated financial statements due to the translation of operating results and financial position of our foreign subsidiaries.

We use forward foreign exchange contracts, cross-currency swap contracts and nonderivative financial instruments to hedge material exposure to adverse changes in foreign currency exchange rates. However, no hedging strategy can completely insulate us from foreign exchange risk.

Our balance sheet includes a significant amount of intangible assets and goodwill. A decline in the estimated fair value of an intangible asset or of a business unit could result in an asset impairment charge, which would be recorded as a noncash expense in our Consolidated Statements of Income.

Goodwill, trademarks and other identifiable intangible assets must be tested for impairment at least annually. The fair value of the goodwill assigned to a business unit could decline if projected revenues or cash flows were to be lower in the future due to effects of the global economy or other causes. If the carrying value of intangible assets or of goodwill were to exceed its estimated fair value, the asset would be written down to its fair value, with the impairment loss recognized as a noncash charge in the Consolidated Statements of Income.

As of January 1, 2022, we had approximately \$1.1 billion of goodwill and \$1.2 billion of trademarks and other identifiable intangible assets on our balance sheet, which together represent 33% of our total assets. During the first quarter of 2021, we recorded an impairment charge of \$7 million in continuing operations on an indefinite-lived trademark which is reflected in the "Selling, general and administrative expenses" line in the Consolidated Statements of Income. This charge relates to the full impairment of an indefinite-lived trademark related to a specific brand within the European Innerwear business that was excluded from the disposal group as it is not being marketed for sale. We intend to exit this brand subsequent to the sale of the European Innerwear business.

We are subject to certain risks as a result of our indebtedness.

Our indebtedness primarily includes (i) our senior secured credit facility (the "Senior Secured Credit Facility"), which includes a \$1 billion revolving loan facility (the "Revolving Loan Facility"), a portion of which is available to be borrowed in Euros or Australian dollars, and a \$1 billion term loan facility (the "Term Loan Facility"), (ii) our \$900 million 4.625% Senior Notes due 2024 (the "4.625% Senior Notes"), (iii) our \$900 million 4.875% Senior Notes due 2026 (the "4.875% Senior Notes"), (iv) our €500 million 3.5% Senior Notes due 2024 (the "3.5% Senior Notes", and together with the 4.625% Senior

Notes and the 4.875% Senior Notes, the “Senior Notes”) and (v) our accounts receivable securitization facility (the “Accounts Receivable Securitization Facility”), which permits borrowings up to \$175 million.

The Senior Secured Credit Facility contains restrictions that affect, and in some cases significantly limit or prohibit, among other things, our ability to borrow funds, pay dividends or make other distributions, make investments, engage in transactions with affiliates, or create liens on our assets. Covenants in the Senior Secured Credit Facility and the Accounts Receivable Securitization Facility require us to maintain a minimum interest coverage ratio and a maximum total debt to EBITDA (earnings before interest, income taxes, depreciation expense and amortization), or leverage ratio. At our option, we may add one or more tranches of term loans or increase the commitments under the Revolving Loan Facility so long as certain conditions are satisfied, including, among others, that no default or event of default is in existence, we are in pro forma compliance with the financial covenants set forth in the Senior Secured Credit Facility and our senior secured leverage ratio is not greater than 3.50 to 1.00 on a pro forma basis after giving effect to the incurrence of such indebtedness. The indentures governing the Senior Notes also restrict our ability to incur additional secured indebtedness in an amount that exceeds the greater of (a) \$3.0 billion or (b) the amount that would cause our consolidated secured net debt ratio to exceed 3.25 to 1.00, as well as certain other customary covenants and restrictions. These restrictions and covenants could limit our ability to obtain additional capital in the future to fund capital expenditures or acquisitions, meet our debt payment obligations and capital commitments, fund any operating losses or future development of our business affiliates, obtain lower borrowing costs that are available from secured lenders or engage in advantageous transactions that monetize our assets or conduct other necessary or prudent corporate activities. Any failure to comply with these covenants and restrictions could result in an event of default that accelerates the maturity of our indebtedness and increases the interest rate on the outstanding principal amount under such facilities, resulting in an adverse effect on our business.

The lenders under the Senior Secured Credit Facility have received a pledge of substantially all of our existing and future direct and indirect U.S. subsidiaries and certain foreign subsidiaries, with certain customary or agreed-upon exceptions for certain subsidiaries. Additionally, these lenders generally have a lien on substantially all of our assets and the assets of our U.S. subsidiaries and certain other foreign subsidiaries, with certain exceptions. The financial institutions that are party to the Accounts Receivable Securitization Facility have a lien on certain of our domestic accounts receivable. As a result of these pledges and liens, if we fail to meet our payment or other obligations under the Senior Secured Credit Facility, the lenders under that facility will be entitled to foreclose on substantially all of our assets and, at their option, liquidate these assets, and if we fail to meet our repayment or other obligations under the Accounts Receivable Securitization Facility, the secured parties under that facility will be entitled to take control of our accounts receivable pledged to them and all collections on those receivables, and direct our obligors to make payment on such receivables directly to the secured parties, which in each case would adversely impact the operations of our business.

Borrowings under our Senior Secured Credit Facility bear interest at a variable rate based on, at our option, either the London Interbank Offered Rate (“LIBOR”) or an alternative base rate (both as defined in the Senior Secured Credit Facility), or the appropriate LIBOR benchmark for non-U.S. dollar borrowings, plus, in each case, an applicable margin.

Market returns could have a negative impact on the return on plan assets for our pension, which may require significant funding.

The plan assets of our pension plans, which had a return of approximately 8% during 2021 and a return of approximately 10% during 2020, are invested mainly in domestic and international equities, bonds, hedge funds and real estate. We are unable to predict the variations in asset values or the severity or duration of any disruptions in the financial markets or adverse economic conditions in the United States, Europe and Asia. The funded status of these plans, and the related cost reflected in our consolidated financial statements, are affected by various factors that are subject to an inherent degree of uncertainty, particularly in the current economic environment. Under the Pension Protection Act of 2006 (the “Pension Protection Act”), losses of asset values may necessitate increased funding of the plans in the future to meet minimum federal government requirements. Under the Pension Protection Act funding rules, our U.S. qualified pension plan is approximately 97% funded as of December 1, 2021. Any downward pressure on the asset values of these plans may require us to fund obligations earlier than we had originally planned, which would increase our pension expense and have a negative impact on cash flows from operations.

Inability to access sufficient capital at reasonable rates or commercially reasonable terms or maintain sufficient liquidity in the amounts and at the times needed could adversely impact our business.

We rely on our cash flows generated from operations and the borrowing capacity under our Revolving Loan Facility and other external debt financings to meet the cash requirements of our business. We have significant capital requirements and will need continued access to debt capital from outside sources in order to efficiently fund the cash flow needs of our business and pursue strategic acquisitions.

Although we currently have available credit facilities to fund our current operating needs, we cannot be certain that we will be able to replace our existing credit facilities or refinance our existing or future debt at a reasonable cost when necessary. The ability to have continued access to reasonably priced credit is dependent upon our current and future capital structure, financial performance, our credit ratings and general economic conditions. If we are unable to access the capital markets at a reasonable economic cost, it could have an adverse effect on our results of operations or financial condition.

Legal, Tax, Compliance, Reputational and Other Risks

Our operations in international markets, and our earnings in those markets, may be affected by legal, regulatory, political and economic risks.

During 2021, net sales from our International segment were \$2.1 billion, representing approximately 30% of total net sales. In addition, a significant amount of our manufacturing and production operations are located, or our products are sourced from, outside the United States. As a result, our business is subject to risks associated with international operations. These risks include the burdens of complying with foreign laws and regulations, unexpected changes in tariffs, taxes or regulatory requirements, and political unrest and corruption.

Regulatory changes could limit the countries in which we sell, produce or source our products or significantly increase the cost of operating in or obtaining materials originating from certain countries. Restrictions imposed by such changes can have a particular impact on our business when, after we have moved our operations to a particular location, new unfavorable regulations are enacted in that area or favorable regulations currently in effect are changed.

Countries in which our products are manufactured or sold may from time to time impose additional new regulations, or modify existing regulations, including:

- changes in duties, taxes, tariffs and other charges on imports;
- limitations on the quantity of goods which may be imported into the United States from a particular country;
- requirements as to where products and/or inputs are manufactured or sourced;
- creation of export licensing requirements, imposition of restrictions on export quantities or specification of minimum export pricing and/or export prices or duties;
- limitations on foreign owned businesses; or
- government actions to cancel contracts, re-denominate the official currency, renounce or default on obligations, renegotiate terms unilaterally or expropriate assets.

In addition, political and economic changes or volatility, geopolitical regional conflicts, terrorist activity, political unrest, civil strife, acts of war, public corruption and other economic or political uncertainties could interrupt and negatively affect our business operations. All of these factors could result in increased costs or decreased revenues and could materially and adversely affect our product sales, financial condition and results of operations.

We are also subject to the United States Foreign Corrupt Practices Act, in addition to the anti-corruption laws of the foreign countries in which we operate. Although we implement policies and procedures designed to promote compliance with these laws, our employees, contractors and agents, as well as those companies to which we outsource certain of our business operations, may take actions in violation of our policies. Any such violation could result in sanctions or other penalties and have an adverse effect on our business, reputation and operating results.

The recent imposition of tariffs and/or increase in tariffs on various products by the United States and other countries have introduced greater uncertainty with respect to trade policies and government regulations affecting trade between the United States and other countries. Furthermore, it is possible that other forms of trade restriction, including tariffs, quotas and customs restrictions, will be put into place in the United States or in countries from which we source our materials or finished products. We cannot predict whether any of the countries in which our merchandise currently is manufactured or may be manufactured in the future will be subject to additional trade restrictions imposed by the United States or other foreign governments, including the likelihood, type, or effect of any such restrictions. Any of these actions, if ultimately enacted, could adversely affect our results of operations or profitability. Further, any emerging nationalist trends in specific countries could alter the trade environment and consumer purchasing behavior which, in turn, could have a material effect on our financial condition and results of operations.

We have a complex multinational tax structure, and changes in effective tax rates or adverse outcomes resulting from examination of our income tax returns could impact our capital deployment strategy and adversely affect our results.

We have a complex multinational tax structure with multiple types of intercompany transactions, and our allocation of profits and losses among us and our subsidiaries through our intercompany transfer pricing agreements is subject to review by the Internal Revenue Service and other tax authorities. Our future effective tax rates could be adversely affected by earnings being lower than anticipated in countries where we have lower statutory rates and higher than anticipated in countries where we have higher statutory rates, by changes in the valuation of our deferred tax assets and liabilities, or by changes in tax laws, regulations, accounting principles or interpretations thereof. We are continuously evaluating our capital allocation strategies in an effort to maximize shareholder value, which includes maintaining appropriate debt to earnings ratios, and as a result there may be times where we need to reevaluate our plans to permanently reinvest certain unremitted foreign earnings which may increase or decrease our income tax expense during periods of change. In addition, we are also subject to the continuous examination of our income tax returns and related transfer pricing documentation by various tax authorities. We regularly assess the likelihood of adverse outcomes resulting from these examinations to determine the adequacy of our provision for income taxes. There can be no assurance that the outcomes from these examinations will not have an adverse effect on our operating results and financial condition. Additionally, changes in tax laws, regulations, future jurisdictional profitability of us and our subsidiaries, and related regulatory interpretations in the countries in which we operate may impact the taxes we pay or tax provision we record, as well as our capital deployment strategy, which could adversely affect our results of operations.

Our effective tax rate could be volatile and materially change as a result of the adoption of new tax legislation and other factors.

A change in tax laws is one of many factors that impact our effective tax rate. The U.S. Congress and other government agencies in jurisdictions where we do business have had an extended focus on issues related to the taxation of multinational corporations. As a result, the tax laws in the U.S. and other countries in which we do business could change, and any such changes could adversely impact our effective tax rate, financial condition and results of operations.

The Organization for Economic Co-operation and Development, an international association of 38 countries including the United States, has proposed changes to numerous long-standing tax principles. These proposals, if finalized and adopted by the associated countries, will likely increase tax uncertainty and may adversely affect our provision for income taxes.

The current U.S. presidential administration could enact changes in tax laws that could negatively impact our effective tax rate. Prior to the U.S. presidential election, President Biden proposed an increase in the U.S. corporate income tax rate, an increase in the rate of tax on certain earnings of foreign subsidiaries, the creation of a penalty on certain imports and a minimum tax on worldwide book income. Additionally, the proposed changes included significant provisions related to the deductibility of interest. If any or all of these (or similar) proposals are ultimately enacted into law, in whole or in part, they could have a negative impact to our effective tax rate.

Our balance sheet includes a significant amount of deferred tax assets. Changes in our effective tax rate or tax liability may adversely affect our operating results.

As of January 1, 2022, we had approximately \$268 million of net deferred tax assets on our balance sheet, which represents approximately 4% of our total assets. Deferred tax assets relate to temporary differences (differences between the assets and liabilities in the consolidated financial statements and the assets and liabilities in the calculation of taxable income) including net operating losses. The recognition of deferred tax assets is reduced by a valuation allowance if it is more likely than not that the tax benefits associated with the deferred tax assets will not be realized. Changes in effective tax rates and the assumptions and estimates we have made, as well as our ability to generate sufficient future taxable income in certain jurisdictions, could result in a write-down of deferred tax assets or otherwise materially affect our tax obligations or effective tax rate, which could negatively affect our financial condition and results of operations.

Our reputation, ability to do business and results of operations could be impaired by improper conduct by any of our employees, agents or business partners.

Our business is subject to federal, state, local and international laws, rules and regulations, such as state and local wage and hour laws, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the False Claims Act, the U.S. Employee Retirement Income Security Act, the Global Data Protection Regulation, securities laws, import and export laws (including customs regulations), unclaimed property laws and many others. We cannot provide assurance our internal controls will always protect us from the improper conduct of our employees, agents and business partners. Any violations of law or improper conduct could damage our reputation and, depending on the circumstances, subject us to, among other things, civil and criminal penalties, material fines, equitable remedies (including profit disgorgement and injunctions on future conduct), securities litigation and a general loss of investor confidence, any one of which could have a material adverse impact on our business prospects, financial condition, results of operations, cash flows, and the market value of our stock.

The success of our business is tied to the strength and reputation of our brands. If the reputation of one or more of our brands erodes significantly, it could have a material impact on our financial results.

Many of our brands have worldwide recognition, and our financial success is directly dependent on the success of our brands. The success of a brand can suffer if our marketing plans or product initiatives do not have the desired impact on a brand's image or its ability to attract consumers. Our results could also be negatively impacted if one of our brands suffers substantial harm to its reputation due to a significant product recall, product-related litigation or the sale of counterfeit products. For example, biotechnology-derived substances, such as bisphenol A ("BPA") is listed as a hazardous chemical under California's Safe Water and Toxic Environment Act and we have recently been named in a lawsuit concerning the presence of BPA in certain of our products. To that end, any additional actual or threatened legal actions against us or other companies in our industry regarding the alleged presence of BPA or other similar substances in our products, whether or not justified, could contribute to a perceived safety risk about our products and adversely impact sales or otherwise disrupt our business. Brand value could diminish significantly due to a number of factors, including changing consumer attitudes regarding social issues and consumer perception that we have acted in an irresponsible manner. The growing use of social and digital media by consumers increases the speed and extent that information and opinions can be shared. Negative or inaccurate postings or comments on social media or networking websites about our company, its practices or one of its brands could generate adverse publicity that could damage the reputation of our brands.

We also license some of our important trademarks to third parties. For example, we license *Champion* to third parties for athletic-oriented accessories. Although we make concerted efforts to protect our brands through quality control mechanisms and contractual obligations imposed on our licensees, there is a risk that some licensees may not be in full compliance with those mechanisms and obligations. If the reputation of one or more of our brands is significantly eroded, it could adversely affect our sales, results of operations, cash flows and financial condition.

We design, manufacture, source and sell products under trademarks that are licensed from third parties. If any licensor takes actions related to their trademarks that would cause their brands or our company reputational harm, our business may be adversely affected.

We design, manufacture, source and sell a number of our products under trademarks that are licensed from third parties, such as our Polo Ralph Lauren men's underwear. Because we do not control the brands licensed to us, our licensors could make changes to their brands or business models that could result in a significant downturn in a brand's business, adversely affecting our sales and results of operations. If any licensor engages in behavior with respect to the licensed marks that would cause us reputational harm, or if any of the brands licensed to us violates the trademark rights of another or are deemed to be invalid or unenforceable, we could experience a significant downturn in that brand's business, adversely affecting our sales and results of operations, and we may be required to expend significant amounts on public relations, advertising and, possibly, legal fees.

If we are unable to protect our intellectual property rights, our business may be adversely affected.

Our trademarks are important to our marketing efforts and have substantial value. We aggressively protect these trademarks from infringement and dilution through appropriate measures, including court actions and administrative proceedings. We are susceptible to others imitating our products and infringing our intellectual property rights. Infringement or counterfeiting of our products could diminish the value of our brands or otherwise adversely affect our business. Actions we have taken to establish and protect our intellectual property rights may not be adequate to prevent imitation of our products by others or to prevent others from seeking to invalidate our trademarks or block sales of our products as a violation of the trademarks and intellectual property rights of others. In addition, unilateral actions in the United States or other countries, such as changes to or the repeal of laws recognizing trademark or other intellectual property rights, could have an impact on our ability to enforce those rights.

The value of our intellectual property could diminish if others assert rights in, or ownership of, our trademarks and other intellectual property rights. We may be unable to successfully resolve these types of conflicts to our satisfaction. In some cases, there may be trademark owners who have prior rights to our trademarks because the laws of certain foreign countries may not protect intellectual property rights to the same extent as do the laws of the United States. In other cases, there may be holders who have prior rights to similar trademarks. We are from time to time involved in opposition and cancellation proceedings with respect to some items of our intellectual property.

We may suffer negative publicity if we or our third-party manufacturers violate labor laws or engage in practices that are viewed as unethical or illegal, which could cause a loss of business.

We cannot fully control the business and labor practices of our third-party manufacturers, the majority of whom are located in Asia, Central America and the Caribbean Basin. If one of our own manufacturing operations or one of our third-party manufacturers violates or is accused of violating local or international labor laws or other applicable regulations, or engages in

labor or other practices that would be viewed in any market in which our products are sold as unethical, we could suffer negative publicity, which could tarnish our brands' image or result in a loss of sales. In addition, if such negative publicity affected one of our customers, it could result in a loss of business for us.

Anti-takeover provisions of our charter and bylaws, as well as Maryland law, may reduce the likelihood of any potential change of control or unsolicited acquisition proposal that you might consider favorable.

Our charter permits our Board of Directors, with the approval of a majority of the entire Board and without stockholder approval, to amend our charter from time to time to increase or decrease the aggregate number of shares of stock or the number of shares of stock of any class or series that we have the authority to issue. In addition, our Board of Directors may classify or reclassify any unissued shares of common stock or preferred stock and may set the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications and other terms and conditions of the classified or reclassified shares. Our Board of Directors could establish a series of preferred stock that could have the effect of delaying, deferring or preventing a transaction or a change in control that might involve a premium price for our common stock or otherwise be in the best interest of our stockholders. Our charter also provides that a director may be removed at any time, but only for cause, as defined in our charter, and then only by the affirmative vote of at least two thirds of the votes entitled to be cast generally in the election of directors. We have also elected to be subject to certain provisions of Maryland law that provide that any and all vacancies on our Board of Directors may only be filled by the affirmative vote of a majority of our remaining directors in office, even if they do not constitute a quorum, and that any director elected to fill a vacancy shall serve for the remainder of the full term of the directorship in which the vacancy occurred. Under Maryland law, our Board of Directors also is permitted, without stockholder approval, to implement a classified board structure at any time.

Our bylaws provide that nominations of persons for election to our Board of Directors and the proposal of business to be considered at a stockholders meeting may be made only in the notice of the meeting, by or at the direction of our Board of Directors or by a stockholder who was a stockholder of record both at the time of giving notice by the stockholder in accordance with the advance notice procedures of our bylaws and at the time of the annual meeting, who is entitled to vote at the meeting and has complied with the advance notice procedures of our bylaws. Also, under Maryland law, business combinations between us and an interested stockholder or an affiliate of an interested stockholder, including mergers, consolidations, share exchanges or, in circumstances specified in the statute, asset transfers or issuances or reclassifications of equity securities, are prohibited for five years after the most recent date on which the interested stockholder becomes an interested stockholder. An interested stockholder includes any person who beneficially owns 10% or more of the then-outstanding voting power of our stock or any affiliate or associate of ours who, at any time within the two-year period prior to the date in question, was the beneficial owner of 10% or more of the then-outstanding voting power of our stock. A person is not an interested stockholder under the statute if our Board of Directors approved in advance the transaction by which he otherwise would have become an interested stockholder. However, in approving a transaction, our Board of Directors may provide that its approval is subject to compliance, at or after the time of approval, with any terms and conditions determined by our Board. After the five-year prohibition, any business combination between us and an interested stockholder generally must be recommended by our Board of Directors and approved by two supermajority votes or our common stockholders must receive a minimum price, as defined under Maryland law, for their shares. The statute permits various other exemptions from its provisions.

These and other provisions of Maryland law or our charter and bylaws could have the effect of delaying, deferring or preventing a transaction or a change in control that might involve a premium price for our common stock or otherwise be considered favorably by our stockholders.

Our bylaws designate the Circuit Court for Baltimore City, Maryland as the sole and exclusive forum for certain actions, including derivative actions, which could limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with the Company and its directors, officers, other employees, or the Company's stockholders and may discourage lawsuits with respect to such claims.

Unless we consent in writing to the selection of an alternative forum, our bylaws provide that the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Company, (b) any action asserting a claim of breach of any duty owed by any current or former director, officer, employee, stockholder or agent of the Company to the Company or to the stockholders of the Company, (c) any action asserting a claim against the Company or any of its current or former directors, officers, employees, stockholders or agents arising pursuant to any provision of the Maryland General Corporate Law or the Company's Charter or Bylaws, or (d) any action asserting a claim against the Company or any of its current or former directors, officers, employees, stockholders or agents that is governed by the internal affairs doctrine, shall, to the fullest extent permitted by law, be the Circuit Court for Baltimore City, Maryland (or, if that Court does not have jurisdiction, the United States District court for the District of Maryland, Northern Division). However, Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations

thereunder, and as such, the exclusive jurisdiction clauses set forth above would not apply to such suits. Furthermore, Section 22 of the Securities Act provides for concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder, and as such, the exclusive jurisdiction clauses set forth above would not apply to such suits.

Although we believe the exclusive forum provision benefits us by providing increased consistency in the application of Maryland law for the specified types of actions and proceedings, this provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with the Company and its directors, officers, or other employees and may discourage lawsuits with respect to such claims.

General Risk Factors

Economic conditions may adversely impact demand for our products, reduce access to credit and cause our customers, suppliers and other business partners to suffer financial hardship, all of which could adversely impact our business, results of operations, financial condition and cash flows.

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 spending by consumers. 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. Reduced sales at our wholesale customers may lead to lower retail inventory levels, reduced orders to us or order cancellations. These lower sales volumes, along with the possibility of restrictions on access to the credit markets, may result in our customers experiencing financial difficulties including store closures, bankruptcies or liquidations. This may result in higher credit risk relating to receivables from our customers who are experiencing these financial difficulties. Any of these occurrences could have a material adverse effect on our business, results of operations, financial condition and cash flows.

In addition, economic conditions, including decreased access to credit, may result in financial difficulties leading to restructurings, bankruptcies, liquidations and other unfavorable events for our suppliers of raw materials and finished goods, logistics and other service providers and financial institutions which are counterparties to our credit facilities and derivatives transactions. In addition, the inability of these third parties to overcome these difficulties may increase. If third parties on which we rely for raw materials, finished goods or services are unable to overcome financial difficulties and provide us with the materials and services we need, or if counterparties to our credit facilities or derivatives transactions do not perform their obligations, our business, results of operations, financial condition and cash flows could be adversely affected.

We may be adversely affected by unseasonal or severe weather conditions.

Our business may be adversely affected by unseasonable or severe weather conditions. Periods of unseasonably warm weather in the fall or winter, or periods of unseasonably cool and wet weather in the spring or summer, can negatively impact retail traffic and consumer spending. In addition, severe weather events such as snowstorms or hurricanes typically lead to temporarily reduced retail traffic. Any of these conditions could result in negative point-of-sale trends for our merchandise and reduced replenishment shipments to our wholesale customers.

Item 1B. Unresolved Staff Comments

Not applicable.

Item 1C. Information About Our Executive Officers

The chart below lists our executive officers and is followed by biographical information about them. Each of our executive officers is elected annually by the Board of Directors to serve until his or her successor is elected and qualifies or until his or her death, resignation or removal. No family relationship exists between any of our directors or executive officers.

<u>Name</u>	<u>Age</u>	<u>Positions</u>
Stephen B. Bratspies	54	Chief Executive Officer
Michael P. Dastugue	57	Chief Financial Officer
M. Scott Lewis	51	Chief Accounting Officer and Controller
Michael E. Faircloth	56	Group President, Global Operations
Jonathan Ram	54	Group President, Global Activewear
Joseph W. Cavaliere	59	Group President, Global Innerwear
Tracy M. Preston	55	General Counsel, Corporate Secretary and Chief Compliance Officer
Greg L. Hall	51	Chief Consumer Officer
Kristin L. Oliver	49	Chief Human Resources Officer

Stephen B. Bratspies has served as our Chief Executive Officer since August 2020. Immediately prior to joining the Company, Mr. Bratspies served as Chief Merchandising Officer since 2015 for Walmart, a publicly traded multinational retail company that operates a chain of supercenters, discount stores, grocery stores and warehouse clubs. He served in various capacities at Walmart since 2005, including as Executive Vice President, Food from 2014 to 2015 and as Executive Vice President, General Merchandise from 2013 to 2014.

Michael P. Dastugue has served as our Chief Financial Officer since May 2021. Prior to joining the Company, Mr. Dastugue served as Executive Vice President and Chief Financial Officer of the Walmart U.S. segment of Walmart from 2015 to 2021. Prior to that role and since 2013, he served as Executive Vice President and Chief Financial Officer of Walmart's Sam's Club segment. Mr. Dastugue also served as Executive Vice President and Chief Financial Officer of U.S. department store chain J.C. Penney Company from 2011 to 2012.

M. Scott Lewis has served as our Chief Accounting Officer and Controller since 2015 and served as our Interim Chief Financial Officer from January 2020 to May 2021. Mr. Lewis joined the Company in 2006 as Director, External Reporting and was promoted in 2011 to Vice President, External Reporting, promoted in 2013 to Vice President, Financial Reporting and Accounting, and promoted in December 2013 to Vice President, Tax. Prior to joining the Company, Mr. Lewis served as senior manager with the accounting, audit and tax consulting firm KPMG.

Michael E. Faircloth has served as our Group President, Global Operations since 2019. He has served in a variety of roles with the Company, including as our Group President, Global Operations, American Casualwear and E-Commerce from 2019 to 2020, as our Group President, Global Supply Chain, Information Technology and E-Commerce from 2018 to 2019, as our President, Chief Global Supply Chain and Information Technology Officer from 2014 to 2017 and as our Chief Global Operations Officer (a position previously known as President, Chief Global Supply Chain Officer) from 2010 to 2014. Prior to his appointment as Chief Global Operations Officer, Mr. Faircloth served as our Senior Vice President, Supply Chain Support from 2009 to 2010, as our Vice President, Supply Chain Support from March 2009 to September 2009 and as our Vice President of Engineering & Quality from 2006 to 2009. Prior to the completion of the Company's spin off from Sara Lee Corporation ("Sara Lee"), Mr. Faircloth served as Vice President, Industrialization of Sara Lee.

Jonathan Ram has served as our Group President, Global Activewear since 2018. Prior to joining the Company, he served as executive vice president, North America, for New Balance Athletics, Inc. ("New Balance"), an athletic footwear manufacturer and marketer. He joined New Balance in 2002, serving in various positions including vice president and managing director for Europe, the Middle East, Africa, and Mexico. Earlier, Mr. Ram held positions with Roots Ltd., National Basketball Association Entertainment Inc., Richmond Apparel Corporation, National Hockey League Players' Association, and Major League Baseball Properties, Inc.

Joseph W. Cavaliere has served as our Group President, Global Innerwear since February 2021. Mr. Cavaliere joined the Company from C&S Wholesale Grocers, a wholesale grocery supply company, where he was President and General Manager of the company's retail chain division during 2020 and Chief Commercial Officer from 2018 to 2020. Prior to C&S Wholesale Grocers, he served as President and Transformation Lead at Newell Brands Inc., a global consumer products company, from 2017 to 2018 and as President and Chief Customer Officer from 2012 to 2017. Before that, Mr. Cavaliere was Executive Vice President of Customer Development at Unilever PLC, a multinational consumer goods company from 2008 to 2012 and was Senior Vice President from 2005 to 2008. He also served as Executive Vice President of Sales at Kraft Foods from 2002 to 2005, and held a number of other leadership positions in more than 20 years with the company.

Tracy M. Preston has served as our General Counsel, Corporate Secretary and Chief Compliance Officer since March 2021. Ms. Preston joined the Company from The Neiman Marcus Group, where she was executive vice president, chief legal officer, corporate secretary and chief compliance officer. Prior to joining Neiman Marcus in 2013, Preston worked for Levi Strauss & Co., where she held a number of senior legal positions, including chief counsel, global supply chain; chief compliance officer; and chief counsel, global human resources and litigation. Earlier in her career, Tracy was a partner at Orrick Herrington and Sutcliffe, an international law firm founded in San Francisco.

Greg L. Hall has served as our Chief Consumer Officer since November 2020. From 2019 to 2020, Mr. Hall served as Senior Vice President, Private Brands/Manufacturing, Food and Consumables at Walmart. Mr. Hall served in various capacities at Walmart since 2005, including as Senior Vice President, Merchandising Operations, Food from 2017 to 2019, Senior Vice President, Merchandising from 2013 to 2017, Vice President of Marketing, Walmart.com, from 2011 to 2013, Vice President of Entertainment Merchandising from 2007 to 2011, and Senior Director of Marketing from 2005 to 2007. Previously in his career, Mr. Hall served as Director of Marketing for Frito-Lay, Inc., a manufacturer and marketer of potato chips and snack food products.

Kristin L. Oliver has served as our Chief Human Resources Officer since September 2020. From 2018 to 2020, Ms. Oliver served as Senior Vice President and Chief Human Resources Officer at Walgreens, a retail pharmacy leader and a division of Walgreens Boots Alliance, Inc. From 2016 to 2018, she served as Executive Vice President and Chief Human Resources Officer at Chico's FAS, Inc., a publicly traded women's clothing and accessories retailer. Previously in her career, Ms. Oliver served in various roles at Walmart, including as Executive Vice President, Walmart US, People division from 2013 to 2015, Senior Vice President and head of Human Resources, International Division from 2010 to 2012, Vice President and Division General Counsel, Employment from 2008 to 2010 and Associate General Counsel from 2004 to 2009.

Item 2. Properties

We own and lease properties supporting our administrative, manufacturing, distribution and direct retail activities. As of January 1, 2022, we owned and leased properties in 30 countries, including 32 manufacturing facilities and 38 distribution centers, as well as office facilities. The leases for these properties expire between 2022 and 2057, with the exception of some seasonal warehouses that we lease on a month-by-month basis. As of January 1, 2022, we also operated 216 retail and direct outlet stores in the United States and the Commonwealth of Puerto Rico and 626 retail and outlet stores internationally, most of which are leased under five-year, renewable lease agreements and several of which are leased under 10-year agreements. We believe that our facilities, as well as equipment, are in good condition and meet our current business needs.

We own our approximately 470,000 square-foot headquarters located in Winston-Salem, North Carolina, which houses our various sales, marketing and corporate business functions. Research and development as well as certain product-design functions also are located in Winston-Salem, while other design functions are located in a mix of leased and owned facilities in New York City, Atlanta and Lenexa, Kansas, as well as several international cities.

Our products are manufactured through a combination of facilities we own and operate and facilities owned and operated by third-party contractors who perform some of the steps in the manufacturing process for us, such as cutting and/or sewing. We source the remainder of our finished goods from third-party manufacturers who supply us with finished products based on our designs. Our largest manufacturing facilities include an approximately 1.1 million square-foot owned facility located in San Juan Opico, El Salvador and an approximately 600,000 square-foot owned facility located in Bona, Dominican Republic. We distribute our products from 38 distribution centers. These facilities include 15 facilities located in the United States and 23 facilities located outside the United States in regions where we manufacture our products. Our largest distribution facilities include an approximately 1.3 million square-foot leased facility located in Perris, California, an approximately 900,000 square-foot leased facility located in Rural Hall, North Carolina and an approximately 700,000 square-foot owned facility located in Martinsville, Virginia.

The following table summarizes the properties primarily used by our segments as of January 1, 2022:

Properties by Segment ⁽¹⁾	Owned Square Feet	Leased Square Feet	Total
Innerwear	2,941,600	6,085,756	9,027,356
Activewear	1,721,730	3,077,876	4,799,606
International	284,756	3,727,090	4,011,846
Other	303,445	946,214	1,249,659
Totals	5,251,531	13,836,936	19,088,467

(1) Excludes vacant land, facilities under construction, facilities no longer in operation intended for disposal, apartments/residences, sourcing offices not associated with a particular segment, and office buildings housing corporate functions.

Item 3. *Legal Proceedings*

Although we are subject to various claims and legal actions that occur from time to time in the ordinary course of our business, we are not party to any pending legal proceedings that we believe could have a material adverse effect on our business, results of operations, financial condition or cash flows.

Item 4. *Mine Safety Disclosures*

Not applicable.

PART II

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

Market for our Common Stock

Our common stock currently is traded on the New York Stock Exchange, or the "NYSE," under the symbol "HBI." We have not made any unregistered sales of our equity securities.

Holders of Record

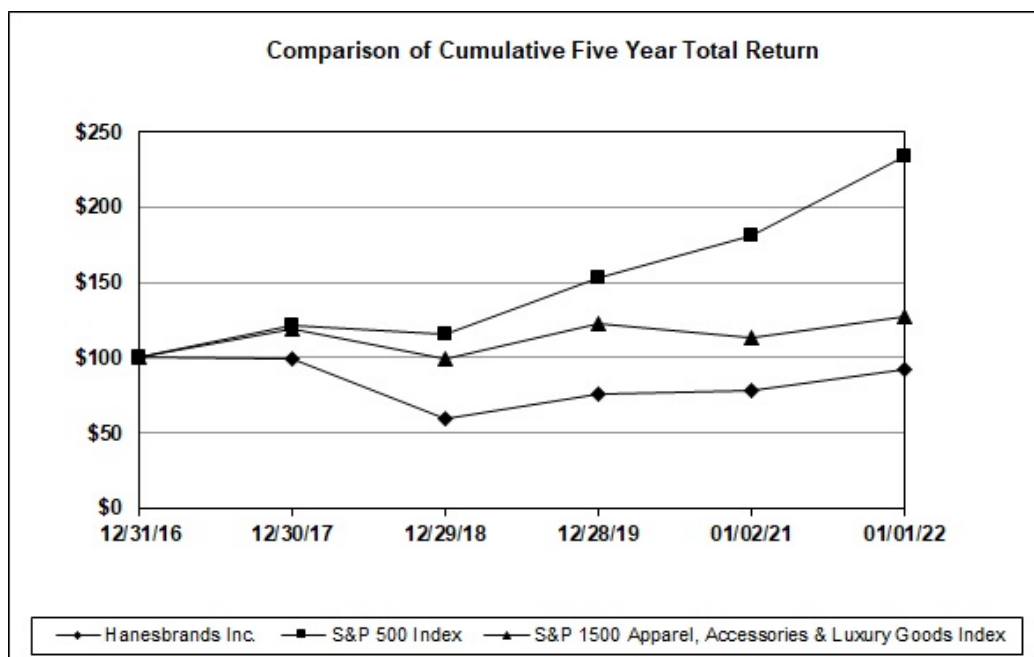
On February 4, 2022, there were 13,507 holders of record of our common stock.

Issuer Repurchases of Equity Securities

We did not repurchase any of our common stock during the quarter or the year ended January 1, 2022.

Performance Graph

The following graph compares the cumulative total stockholder return on our common stock with the comparable cumulative return of the S&P 500 Index and the S&P 1500 Apparel, Accessories & Luxury Goods Index. The graph assumes that \$100 was invested in our common stock and each index on December 31, 2016. The stock price performance on the following graph is not necessarily indicative of future stock price performance.



Equity Compensation Plan Information

The following table provides information about our equity compensation plans as of January 1, 2022:

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans ⁽¹⁾
	(amounts in thousands, except per share data)		
Equity compensation plans approved by security holders	3,123	\$ 1.38	22,673
Equity compensation plans not approved by security holders	—	—	—
Total	3,123	\$ 1.38	22,673

- (1) The amount appearing under “Number of securities remaining available for future issuance under equity compensation plans” includes 16,469 shares available under the Hanesbrands Inc. Omnibus Incentive Plan (As Amended and Restated) and 6,204 shares available under the Hanesbrands Inc. Employee Stock Purchase Plan of 2006.
- (2) As of January 1, 2022, we had 250 outstanding options, warrants and rights that could be exercised for consideration. The weighted average exercise price of outstanding options, warrants and rights excluding those that can be exercised for no consideration is \$17.18.

Item 6. [Reserved]

Item 7. 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" and "Risk Factors" in this Annual Report on Form 10-K 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 Annual Report on Form 10-K. The results of operations for the periods reflected herein are not necessarily indicative of results that may be expected for future periods, and our actual results may differ materially from those discussed in the forward-looking statements as a result of various factors, including but not limited to those listed in Part I, Item 1A. "Risk Factors" in this Annual Report on Form 10-K and included elsewhere in this Annual Report on Form 10-K.

This MD&A is a supplement to our consolidated financial statements and notes thereto included elsewhere in this Annual Report on Form 10-K and is provided to enhance your understanding of our results of operations and financial condition. Our MD&A is organized as follows:

- *Overview.* This section provides a general description of our Company and operating segments, business and industry trends, our key business strategies and background information on other matters discussed in this MD&A.
- *2021 Highlights.* This section discusses some of the highlights of our performance and activities during 2021.
- *Consolidated Results of Operations and Operating Results by Business Segment.* These sections provide our analysis and outlook for the significant line items in our Consolidated Statements of Income, as well as other information that we deem meaningful to an understanding of our results of operations on both a consolidated basis and a business segment basis.
- *Liquidity and Capital Resources.* This section provides an analysis of trends and uncertainties affecting liquidity, cash requirements for our business, sources and uses of our cash and our financing arrangements.
- *Critical Accounting Policies and Estimates.* This section discusses the accounting policies that we consider important to the evaluation and reporting of our financial condition and results of operations, and whose application requires significant judgments or a complex estimation process.
- *Recently Issued Accounting Pronouncements.* This section provides a summary of the most recent authoritative accounting pronouncements that were adopted during 2021 and that we will be required to adopt in a future period.

Overview

Our Company

Hanesbrands Inc. is a socially responsible leading marketer of everyday basic innerwear and activewear apparel in the Americas, Australasia, Europe and Asia under some of the world's strongest apparel brands, including *Hanes*, *Champion*, *Bonds*, *Bali*, *Maidenform*, *Playtex*, *Bras N Things*, *JMS/Just My Size*, *Alternative*, *Berlei*, *Wonderbra*, *Gear for Sports* and *Comfortwash*. We design, manufacture, source and sell a broad range of basic apparel such as T-shirts, bras, panties, shapewear, underwear, socks and activewear produced in our low-cost global supply chain. Our brands hold either the number one or number two market position by units sold in many of the product categories and geographies in which we compete.

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 and certain sales from our supply chain to the European Innerwear business. 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 plan. See Note "Assets and Liabilities Held for Sale" to our consolidated financial statements included in this Annual Report on Form 10-K for additional information.

The reportable segments 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. Innerwear also includes sales in the United States of personal protective equipment ("PPE") including products such as cloth face coverings and gowns in 2020.

- Activewear includes sales in the United States of branded 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 our innerwear and activewear products, including PPE in 2020, outside the United States, primarily in Australasia, Europe, Asia, Canada and Latin America.

Impact of COVID-19 on Our Business

As the global impact of COVID-19 continues, our priority has been to protect the health and safety of our employees and customers around the world. To help mitigate the spread of the COVID-19 virus and in response to health advisories and governmental actions and regulations, we have modified our business practices and have implemented health and safety measures that are designed to protect employees in our corporate, retail, distribution and manufacturing facilities around the world.

The COVID-19 pandemic has impacted our business operations and financial results, as described in more detail under “Consolidated Results of Operations - Year Ended January 1, 2022 (“2021”) Compared with Year Ended January 2, 2021 (“2020”)” and “Consolidated Results of Operations - Year Ended January 2, 2021 (“2020”) Compared with Year Ended December 28, 2019 (“2019”)” below, primarily through reduced traffic and closures of Company-operated and third-party retail locations for portions of each of 2021 and 2020 in certain markets and global supply chain disruptions in both periods. Global supply chain disruptions primarily due to port congestion, transportation delays as well as labor and container shortages have resulted in higher operating costs and higher levels of inflation. The future impact of the COVID-19 pandemic remains highly uncertain, and our business and results of operations, including our net revenues, earnings and cash flows, could continue to be adversely impacted. See “*The coronavirus disease (COVID-19) global pandemic has had and is expected to continue to have an adverse impact on our business.*” in Part I, Item 1A. “Risk Factors” in this Annual Report on Form 10-K.

Outlook for 2022

We estimate our 2022 guidance as follows:

- Net sales of approximately \$7.00 billion to \$7.15 billion, net of approximately \$100 million of unfavorable foreign exchange impact;
- Operating profit of approximately \$780 million to \$850 million, net of approximately \$14 million of unfavorable foreign exchange impact ;
- Full Potential plan-related charges of approximately \$60 million included in operating profit;
- Interest expense and other expenses of approximately \$142 million combined;
- An effective tax rate from continuing operations of approximately 17%;
- Diluted earnings per share from continuing operations of approximately \$1.50 to \$1.67;
- Cash flow from operating activities of approximately \$500 million to \$550 million; and
- Capital expenditures of approximately \$150 million to \$175 million.

Business and Industry Trends

Inflation and Changing Prices

Cotton is the primary raw material used in manufacturing many of our products. While we do not own yarn operations, we are still exposed to fluctuations in the cost of cotton. Increases in the cost of cotton can result in higher costs in the price we pay for yarn from our large-scale yarn suppliers and may result in the need to implement future price increases in order to maintain our margins. Decreases in cotton prices can lead to lower margins for inventory and products produced from cotton we have already purchased, particularly if there is downward price pressure as a result of consumer demand, competition or other factors.

Our costs for cotton yarn, cotton-based textiles and cotton-based products sourced from third-party suppliers vary based upon the fluctuating cost of cotton, which is affected by, among other factors, weather, the impacts of climate change, consumer demand, speculation on the commodities market, the relative valuations and fluctuations of the currencies of producer versus consumer countries and other factors that are generally unpredictable and beyond our control. We are able to lock in the cost of cotton reflected in the price we pay for yarn from our primary yarn suppliers in an attempt to protect our business from the volatility of the market price of cotton. Under our agreements with these suppliers, we have the ability to periodically fix the cotton cost component of our yarn purchases. When we elect to fix the cotton cost component under these agreements, interim fluctuations in the price of cotton do not impact the price we pay for the specified volume of yarn. The yarn suppliers bear the

risk of cotton fluctuations for the yarn volume specified and it is their responsibility to procure the cotton at the agreed upon pricing through arrangements they make with their cotton suppliers. However, our business can be affected by dramatic movements in cotton prices. The cost of cotton used in our products, which includes the cost of cotton used in goods manufactured by us, as well as the cotton content in yarn, textiles and turnkey products we purchase from third-party suppliers, as a percentage of our cost of sales was in the high single digits in 2021. Costs incurred today for materials and labor, including cotton, typically do not impact our results until the inventory is sold approximately six to nine months later.

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, container shortages, trucking capacity shortages, transportation delays and labor 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 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.

Other Business and Industry Trends

The basic apparel market is highly competitive and rapidly evolving. Competition generally is based upon brand, comfort, fit, style, innovation and price. The majority of our core styles continue from year to year, with variations only in color, fabric or design details. Some products, however, such as intimate apparel and activewear, do have more of an emphasis on style. Our businesses face competition today from other large domestic and foreign corporations and manufacturers, as well as smaller companies, department stores, specialty stores and other retailers that market and sell basic apparel products under private labels that compete directly with our brands.

In 2021, our top 10 customers accounted for approximately 45% of our total net sales. Our top customer, Walmart, accounted for 17% of our total net sales in 2021. The increasing bargaining power of retailers can create pricing pressures as our customers grow larger and seek greater concessions in their purchase of our products, while also demanding exclusivity with respect to some of our products. To counteract these effects, it has become increasingly important to leverage our national brands through investment in our largest and strongest brands as our customers strive to maximize their performance especially in today's challenging retail economic environment. Brands are important in our core categories to drive traffic and project the quality and value our customers demand.

Consumers are increasingly embracing shopping online through e-commerce platforms. As a result, an increasing portion of our revenue across all channels is being generated online through e-commerce platforms. We are continuing to develop and expand our omnichannel capabilities to allow a consumer to use more than one channel when making a purchase, including in-store, at one of our retail or outlet stores or those of our retail partners, online or with a mobile device, through one of our branded websites, the website of one of our retail partners, or an online retailer, such as Amazon.com. In addition to broadening our assortment of product offerings across all online channels, we are also increasing the proportion of our media budget dedicated to digital marketing.

Foreign Exchange Rates

Changes in exchange rates between the U.S. dollar and other currencies can impact our financial results in two ways; a translation impact and a transaction impact. The translation impact refers to the impact that changes in exchange rates can have on our published financial results. Similar to many multi-national corporations that publish financial results in U.S. dollars, our revenue and profit earned in local foreign currencies is translated back into U.S. dollars using an average exchange rate over the representative period. A period of strengthening in the U.S. dollar has a negative impact to our published financial results (because it would take more units of a local currency to convert into a dollar). The opposite is true during a period of weakening in the U.S. dollar. Our biggest foreign currency exposures are the Australian dollar and the Euro. We use cross-currency swap contracts and nonderivative financial instruments to minimize material foreign currency translation exposures.

The transaction impact on financial results is common for apparel companies that source goods because these goods are purchased in U.S. dollars. The transaction impact from a strengthening U.S. dollar would have a negative impact to our financial results (because the U.S. dollar-based costs would convert into a higher amount of local currency units, which means a higher local-currency cost of goods, and in turn, a lower local-currency gross profit). The transaction impact from exchange rates is typically recovered over time with price increases. However, during periods of rapid change in exchange rates, pricing is unable to change quickly enough; therefore, we use forward foreign exchange contracts to hedge against our sourcing costs to minimize our exposure to fluctuating exchange rates.

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 multi-year growth strategy (“Full Potential plan”) focuses on four pillars to drive growth and enhance long-term profitability and identifies the initiatives to unlock growth. Our four pillars of growth are to grow the *Champion* brand globally, drive growth in Innerwear with brands and products that appeal to younger consumers, build e-commerce excellence across channels and streamline our global portfolio. In order to deliver this growth and create a more efficient and productive business model, we have launched a multi-year cost savings program intended to self-fund the investments necessary to achieve the Full Potential plan’s objectives. 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.

In the first quarter of 2021, we announced that as part of our Full Potential plan, we were exploring alternatives for our European Innerwear business and subsequently reached the decision to exit this business. We determined that our European Innerwear business met held-for-sale and discontinued operations accounting criteria at the end of the first quarter of 2021. Accordingly, we began to separately report the results of our European Innerwear business as discontinued operations in our Consolidated Statements of Income, and to present the related assets and liabilities as held for sale in the Consolidated Balance Sheets. See Note “Assets and Liabilities Held for Sale” to our consolidated financial statements included in this Annual Report on Form 10-K for additional information. On November 4, 2021, we announced that we reached an agreement to sell our European Innerwear business to an affiliate of Regent, L.P., pending the completion of consultation with the European and French works councils representing employees of the European Innerwear business and customary closing conditions. Under the agreement, the purchaser will acquire all of the assets and operating liabilities of the European Innerwear business for a purchase price of one Euro, subject to a post-closing adjustment to reflect any deviation at closing from a normalized level of working capital. Under the agreement, there is also a potential earnout due to us based on future performance. The transaction is expected to close in the first quarter of 2022.

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 plan. We determined that our U.S. Sheer Hosiery business met held-for-sale accounting criteria in the fourth quarter of 2021, and the related assets and liabilities are presented as held for sale in the Consolidated Balance Sheets at January 1, 2022. The operations of our U.S. Sheer Hosiery business are reported in “Other” for all periods presented in Note “Business Segment Information” to our consolidated financial statements included in this Annual Report on Form 10-K. We are currently exploring potential purchasers for this business and expect to complete the sale of this business within one year. See Note “Assets and Liabilities Held for Sale” to our consolidated financial statements included in this Annual Report on Form 10-K for additional information.

We seek to generate strong cash flow through effectively optimizing our capital structure and managing working capital levels. Our capital allocation strategy is to deploy our significant, consistent cash flow effectively to generate the best long-term returns for our shareholders. Adjusted EBITDA is defined as earnings before interest, taxes, depreciation and amortization excluding restructuring and other action-related costs and stock compensation expense. Net debt is defined as total debt less cash and cash equivalents. Our strategy is to use our cash flow from operations to first fund capital investments and dividends. When we are within our targeted leverage range, we intend to use excess free cash flow, which is defined as cash flow from operations less capital expenditures and dividends, for share repurchases, as permitted under our Senior Secured Credit Facility.

Tax Expense

As a global company, we are subject to income taxes and file income tax returns in more than 100 domestic and foreign jurisdictions each year. For the year ended January 1, 2022, a substantial majority of our foreign income was earned by our manufacturing and sourcing operations in El Salvador, Hong Kong, Dominican Republic, Honduras and Thailand. The relatively lower effective tax rates in these jurisdictions as a result of favorable local tax regimes and various free trade zone agreements significantly reduced our consolidated effective tax rate. Our future effective tax rates could be adversely affected by earnings being lower than anticipated in countries where we have lower effective tax rates and higher than anticipated in countries where we have higher effective tax rates, or by changes in tax laws or regulations.

In addition, future acquisitions may affect the proportion of our pre-tax income from foreign jurisdictions, both due to external sales and also increased volume in our self-owned supply chain. We follow a disciplined acquisition strategy focused on acquisitions that meet strict criteria for strong likely returns with relatively low risk. It is difficult to predict whether or when such acquisitions will occur and whether the acquisition targets will be foreign or domestic. Therefore, it is also difficult to predict the effect of acquisitions on the future distribution of our pre-tax income.

We maintain intercompany transfer pricing agreements governing sales within our self-owned supply chain, which can impact the amount of pre-tax income we recognize in foreign jurisdictions. In compliance with applicable tax laws, we regularly review the terms of these agreements utilizing independent third-party transfer pricing studies to ensure that intercompany pricing is consistent with what a seller would charge an independent, arm's length customer, or what a buyer would pay an independent, arm's length supplier. Therefore, changes in intercompany pricing are often driven by market conditions, which are also difficult to predict.

As of January 1, 2022, we have continued to evaluate our global capital allocation strategy and assertions made with respect to the accumulated earnings of our foreign subsidiaries. As a result of our overall and continuous evaluation, we have not changed our assertion from prior year and we will continue to permanently reinvest a portion of our unremitted foreign earnings. The portion of our unremitted foreign earnings as of January 1, 2022 that we intend to remit to the United States totals approximately \$579 million. We intend to use these earnings to fund capital investments, pay dividends, reduce debt held in the United States and execute share repurchases, as permitted under our Senior Secured Credit Facility. The remaining portion of our unremitted foreign earnings will continue to be permanently reinvested to fund working capital requirements and operations abroad. As of January 1, 2022, we have accrued for income taxes of \$40 million in connection with the \$579 million of unremitted foreign earnings we intend to remit in the future. These income tax effects include United States federal, state, foreign and withholding tax implications in accordance with the planned remittance of such foreign earnings.

We regularly assess any significant exposure associated with increases in effective tax rates, and adjustments are made as events occur that warrant adjustment to our income tax provisions. See *"We have a complex multinational tax structure, and changes in effective tax rates or adverse outcomes resulting from examination of our income tax returns could impact our capital deployment strategy and adversely affect our results."* in Part I, Item 1A. "Risk Factors" in this Annual Report on Form 10-K.

2021 Highlights

Key financial highlights are as follows:

- Total net sales in 2021 were \$6.8 billion, compared with \$6.1 billion in 2020, representing a 11% increase.
- Operating profit was \$798 million in 2021 compared with \$43 million in 2020, representing a 1,770% increase. As a percentage of sales, operating profit was 11.7% in 2021 compared to 0.7% in 2020. Included within operating profit in 2021 and 2020 were charges of \$132 million and \$582 million, respectively, related to the implementation of our Full Potential plan. Operating profit in 2020 also included charges of \$98 million related to the effects of the COVID-19 pandemic and \$54 million of other restructuring and action-related charges.
- Diluted earnings per share from continuing operations was \$1.48 in 2021, compared with diluted loss per share of \$(0.09) in 2020.
- Operating cash flows were \$623 million in 2021 compared with \$448 million in 2020.
- As part of our cash deployment strategy, we paid four quarterly dividends, in March, June, August and November, of \$0.15 per share each.

Consolidated Results of Operations — Year Ended January 1, 2022 (“2021”) Compared with Year Ended January 2, 2021 (“2020”)

	Years Ended		Higher (Lower)	Percent Change
	January 1, 2022	January 2, 2021		
	(dollars in thousands)			
Net sales	\$ 6,801,240	\$ 6,127,161	\$ 674,079	11.0 %
Cost of sales	4,149,541	4,524,461	(374,920)	(8.3)
Gross profit	2,651,699	1,602,700	1,048,999	65.5
Selling, general and administrative expenses	1,853,971	1,560,034	293,937	18.8
Operating profit	797,728	42,666	755,062	1,769.7
Other expenses	53,586	20,655	32,931	159.4
Interest expense, net	163,067	164,238	(1,171)	(0.7)
Income (loss) from continuing operations before income tax expense	581,075	(142,227)	723,302	(508.6)
Income tax expense (benefit)	60,107	(109,940)	170,047	(154.7)
Income (loss) from continuing operations	520,968	(32,287)	553,255	(1,713.6)
Loss from discontinued operations, net of tax	(443,744)	(43,292)	(400,452)	925.0
Net income (loss)	\$ 77,224	\$ (75,579)	\$ 152,803	(202.2)%

Net Sales

Net sales increased 11% during 2021 primarily due to the following:

- Retailers continuing to replenish inventory levels as well as strong consumer demand and point-of-sale trends as stores reopened after temporary closures due to the COVID-19 pandemic and incremental sales partially as a result of higher U.S. government stimulus spending;
- A lower sales comparison in 2020 due to COVID-19 pandemic-related shutdowns; and
- The favorable impact from foreign exchange rates in our International business of approximately \$93 million.

Partially offset by:

- The exit of the PPE business as part of our Full Potential plan, which contributed net sales of \$820 million in 2020; and
- An incremental \$45 million of net sales related to the 53rd week included in our 2020 fiscal year.

Operating Profit

Operating profit as a percentage of net sales was 11.7% in 2021, representing an increase from 0.7% in the prior year. Operating margin benefited from fixed cost leverage from higher sales, favorable sales mix and cost savings initiatives such as our SKU reduction program, which more than offset higher expedite costs, increased investments in brand marketing and higher levels of inflation. Selling, general and administrative expenses in 2020 benefited from temporary cost savings initiatives implemented in response to the COVID-19 pandemic.

Included in operating profit in 2021 were charges of \$132 million related to the implementation of our Full Potential plan, including \$46 million of asset impairment charges. Included in operating profit in 2020 were restructuring and other action-related charges of \$734 million primarily related to our Full Potential plan initiatives to streamline our portfolio including charges to write off our PPE inventory and write down inventory as a result of our SKU reduction initiative. In 2020, we also recorded charges for supply chain actions, program exits, asset write-downs recorded as a result of the effects of the COVID-19 pandemic and supply chain re-startup as a result of incremental costs incurred, such as freight and sourcing premiums, to expedite product delivery to meet customer demand following the extended shut-down of parts of our manufacturing network as a result of the COVID-19 pandemic in 2020.

Other Highlights

Other Expenses – Other expenses increased \$33 million in 2021 compared to 2020 primarily as a result of the refinancing of our Senior Secured Credit Facility and the redemption of our 5.375% Senior Notes in November 2021. Redemption of our 5.375% Senior Notes required payment of a make-whole premium of \$35 million. The redemption of our 5.375% Senior Notes and the refinancing of our Senior Secured Credit Facility also resulted in a charge of \$11 million for the write-off of unamortized debt issuance costs and fees incurred. See Note “Debt” to our consolidated financial statements included in this

Annual Report on Form 10-K. These charges were partially offset by lower pension expense and lower funding fees for sales of accounts receivable to financial institutions in 2021.

Interest Expense – Interest expense was lower by \$1 million in 2021 compared to 2020, primarily due to lower outstanding debt balances during 2021 partially offset by a higher weighted average interest rate on our borrowings during 2021 and interest expense on cross-currency swap contracts entered into on April 1, 2021 that are being used to hedge foreign currency cash flows. Our weighted average interest rate on our outstanding debt was 4.06% during 2021 compared to 3.93% during 2020.

Income Tax Expense – Our effective income tax rate was 10.3% and 77.3% for 2021 and 2020, respectively. The lower effective tax rate for 2021 was primarily due to the prior year write-down of certain inventory recognized in high tax rate jurisdictions, including the United States, the change in jurisdictional mix of income attributable to the economic impacts of COVID-19 and an income tax benefit recognized in the prior year due to our change in estimate of the transition tax liability due as mandated under the Tax Cuts and Jobs Act (the “Tax Act”).

Discontinued Operations – The results of our discontinued operations include the operations of our European Innerwear business which we reached the decision to exit at the end of the first quarter of 2021 in connection with our Full Potential plan. See Note “Assets and Liabilities Held for Sale” to our consolidated financial statements included in this Annual Report on Form 10-K for a discussion of non-cash asset impairment charges and non-cash charges to record a valuation allowance against the net assets held for sale to write down the carrying value to the estimated fair value less costs of disposal.

Operating Results by Business Segment — Year Ended January 1, 2022 (“2021”) Compared with Year Ended January 2, 2021 (“2020”)

	Net Sales			
	Years Ended		Higher (Lower)	Percent Change
	January 1, 2022	January 2, 2021		
	(dollars in thousands)			
Innerwear	\$ 2,719,788	\$ 2,978,009	\$ (258,221)	(8.7)%
Activewear	1,679,639	1,184,413	495,226	41.8
International	2,066,249	1,711,432	354,817	20.7
Other	335,564	253,307	82,257	32.5
Total	\$ 6,801,240	\$ 6,127,161	\$ 674,079	11.0 %

	Operating Profit and Margin					
	Years Ended		Higher (Lower)	Percent Change		
	January 1, 2022	January 2, 2021				
	(dollars in thousands)					
Innerwear	\$ 573,852	21.1 %	\$ 718,923	24.1 %	\$ (145,071)	(20.2)%
Activewear	236,400	14.1	67,643	5.7	168,757	249.5
International	339,317	16.4	249,718	14.6	89,599	35.9
Other	30,922	9.2	(10,140)	(4.0)	41,062	(405.0)
Corporate	(382,763)	NM	(983,478)	NM	600,715	(61.1)
Total	\$ 797,728	11.7 %	\$ 42,666	0.7 %	\$ 755,062	1,769.7 %

Innerwear

Innerwear net sales decreased \$258 million or 9% compared to 2020. Net sales of PPE were \$801 million in 2020. We exited the PPE business in 2021 as a result of the implementation of our Full Potential plan. Net sales of core apparel increased \$543 million or 25% in 2021 compared to 2020. This increase was primarily as a result of a lower sales comparison in 2020 due to COVID-19 pandemic-related shutdowns, retailers continuing to replenish inventory levels and strong consumer demand and point-of-sale trends as stores reopened after temporary closures due to the COVID-19 pandemic and incremental sales partially as a result of higher U.S. government stimulus spending.

Innerwear operating margin was 21.1%, a decrease from 24.1% in 2020 due to fixed cost deleverage from lower sales, higher expedite costs, increased investments in brand marketing and higher levels of inflation.

Activewear

Activewear net sales increased 42% in 2021 compared to the prior year driven by lower comparable sales in 2020 due to COVID-19 pandemic-related shutdowns and incremental sales in 2021 partially as a result of higher U.S. government stimulus spending. We experienced strong point-of-sale trends across our activewear brands and growth in all product categories.

Activewear operating margin was 14.1%, representing an increase from 5.7% in the prior year. Operating margin improvement primarily resulted from fixed cost leverage from higher sales and favorable sales mix, which more than offset increased investments in brand marketing and higher levels of inflation.

International

Net sales in the International segment increased 21% as a result of lower sales in 2020 due to the negative impact of the COVID-19 pandemic and the favorable impact of foreign currency exchange rates of approximately \$93 million in 2021. International net sales on a constant currency basis, defined as net sales excluding the impact of foreign currency, increased 15%. The impact of foreign exchange rates is calculated by applying prior period exchange rates to the current year financial results. Net sales in the international segment in 2020 included net sales of PPE of \$19 million. Net sales in certain of our international markets continue to be negatively impacted by COVID-19 related shutdowns.

International operating margin was 16.4%, an increase from 14.6% in 2020. Operating margin improvement primarily resulted from fixed cost leverage from higher sales and favorable sales mix, which more than offset increased investments in brand marketing.

Other

Other net sales increased due to increased sales at our retail outlets and in our sheer hosiery business during 2021 driven by lower comparable sales in 2020 due to COVID-19 pandemic-related shutdowns. Operating margin increased due to the increase in sales volume.

We expect to continue certain sales from our supply chain to the European Innerwear business on a transitional basis after the sale of the business. Those sales and the related profit are included in Other in all periods presented and have not been eliminated as intercompany transactions in consolidation.

Corporate

Corporate expenses in 2021 included incremental recurring COVID-19 related costs such as cleaning and health-related supplies to protect our employees and customers, as well as higher compensation expense compared to 2020. Corporate expenses were lower in 2021 compared to the same period of 2020 due to lower restructuring and other action-related charges and bad debt expense.

Restructuring and other action-related charges include:

- Charges related to our Full Potential plan.
 - In 2021, we recorded \$132 million of charges related to the implementation of our Full Potential plan. In the fourth quarter of 2021, we determined that our U.S. Sheer Hosiery business met held-for-sale accounting criteria and recorded a non-cash charge of \$38 million 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. Additionally, we recorded a charge of \$16 million for an action to resize our U.S. corporate office workforce through a voluntary retirement program, which is included in the “Operating model” line in the restructuring and other action-related charges table below, and impairment charges of \$7 million related to the full impairment of an indefinite-lived trademark related to a specific brand within the European Innerwear business that was excluded from the disposal group as it is not being marketed for sale.
 - In the fourth quarter of 2020, we began the implementation of our Full Potential plan including a number of actions to simplify our business including streamlining our portfolio and SKU rationalization. We recorded a charge of \$363 million to write down our entire PPE inventory balance to its estimated net realizable value and a charge of \$26 million to accrue for vendor commitments for PPE materials that were paid in 2021. Additionally, we commenced an initiative to reduce 20% of our SKUs in inventory in order to streamline product offerings while also implementing a formal lifecycle management process. As a result, we recorded a charge of \$193 million to write down inventory to its estimated net realizable value taking into account these initiatives.
- COVID-19 related charges. In 2020, we recorded charges of \$49 million for the write-down of assets as a result of the ongoing effects of the COVID-19 pandemic and \$49 million of supply chain re-start up charges primarily related

to incremental costs incurred, such as freight and sourcing premiums, to expedite product to meet customer demand following the extended shut-down of parts of our manufacturing network as a result of the COVID-19 pandemic.

- Other charges in 2020 include:
 - The write-off of an acquisition tax asset in the fourth quarter of 2020 which was fully offset by a discrete tax benefit included in the “Income tax expense (benefit)” line in our Consolidated Statements of Income;
 - Supply chain actions to reduce overhead costs;
 - Program exit charges; and
 - Other restructuring costs including action-related costs such as workforce reductions, as well as acquisition and integration charges for smaller acquisitions in 2019.

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

	Years Ended	
	January 1, 2022	January 2, 2021
(dollars in thousands)		
Restructuring and other action-related charges:		
Full Potential plan:		
Professional services	\$ 44,617	\$
Loss on classification of assets held for sale	38,364	
Operating model	23,191	
Impairment of intangible assets	7,302	
Supply chain segmentation	5,419	
Technology	4,617	
Other	8,200	
Inventory SKU rationalization	—	192,7
PPE inventory write-off	—	362,9
PPE vendor commitments	—	26,4
Supply chain actions	—	19,6
Program exit costs	—	9,8
Other restructuring costs	—	7,7
COVID-19 related charges:		
Supply chain re-startup	—	48,6
Bad debt	—	9,4
Inventory	—	14,8
Goodwill	—	25,1
Write-off of acquisition tax asset	—	16,8
Total included in operating profit	131,710	734,1
Early extinguishment and refinancing of debt included in other expenses	45,699	
Total included in income (loss) from continuing operations before income tax expense	177,409	734,1
Discrete tax benefits	27,147	69,6
Tax effect on actions	26,518	135,7
Total included in income tax expense (benefit)	53,665	205,3
Total restructuring and other action-related charges	\$ 123,744	\$ 528,8

Consolidated Results of Operations — Year Ended January 2, 2021 (“2020”) Compared with Year Ended December 28, 2019 (“2019”)

	Years Ended		Higher (Lower)	Percent Change
	January 2, 2021	December 28, 2019		
	(dollars in thousands)			
Net sales	\$ 6,127,161	\$ 6,425,716	\$ (298,555)	(4.6)%
Cost of sales	4,524,461	3,997,014	527,447	13.2
Gross profit	1,602,700	2,428,702	(826,002)	(34.0)
Selling, general and administrative expenses	1,560,034	1,578,017	(17,983)	(1.1)
Operating profit	42,666	850,685	(808,019)	(95.0)
Other expenses	20,655	30,201	(9,546)	(31.6)
Interest expense, net	164,238	176,924	(12,686)	(7.2)
Income (loss) from continuing operations before income tax expense	(142,227)	643,560	(785,787)	(122.1)
Income tax expense (benefit)	(109,940)	70,236	(180,176)	(256.5)
Income (loss) from continuing operations	(32,287)	573,324	(605,611)	(105.6)
Income (loss) from discontinued operations, net of tax	(43,292)	27,396	(70,688)	(258.0)
Net income (loss)	\$ (75,579)	\$ 600,720	\$ (676,299)	(112.6)%

Net Sales

Net sales and profit trends across our apparel businesses were adversely affected by the COVID-19 pandemic in 2020. While many of our retail stores were temporarily closed for varying periods of time throughout the year, most were reopened by the end of the second quarter of 2020 as some government restrictions were removed or lightened. In the second half of 2020, some of our apparel businesses experienced growth in net sales primarily as a result of retailers replenishing inventory levels as stores re-opened after temporary closures due to the COVID-19 pandemic. Our online sales increased in 2020 as consumer spending continued to shift towards online shopping experiences due to the changing retail landscape as a result of the COVID-19 pandemic. During 2020, we sold PPE globally to governments, large organizations, business-to-business customers and consumers for use to help mitigate the spread of the COVID-19 virus.

Net sales decreased 5% in 2020 primarily due to the following:

- The disruption of our U.S. and International apparel businesses related to the negative effects of the COVID-19 pandemic; and
- The exit of our *C9 Champion* mass program and the DKNY intimate apparel license in 2019 which, together, represented approximately \$419 million of net sales in 2019.

Partially offset by:

- Net sales of PPE of \$820 million in 2020;
- An incremental \$45 million of net sales related to the 53rd week included in our 2020 fiscal year; and
- The favorable impact from foreign exchange rates in our International business of approximately \$6 million.

Operating Profit

Operating profit as a percentage of net sales was 0.7% in 2020, representing a decrease from 13.2% in the prior year. Decreased operating profit was the result of lower sales volume in our apparel businesses including the exit of our *C9 Champion* mass program in 2019, higher manufacturing costs, increased inventory reserves and higher bad debt expense. These decreases were partially offset by cost controls and temporary cost savings initiatives implemented in response to the COVID-19 pandemic.

Included in operating profit in 2020 and 2019 were restructuring and other action-related charges of \$734 million and \$63 million, respectively, including supply chain restructuring charges. In 2020, restructuring and other action-related charges also included charges related to the effects of the COVID-19 pandemic, including asset write-downs, supply chain re-start up charges primarily related to incremental costs incurred, such as freight and sourcing premiums, to expedite product to meet customer demand following the extended shut-down of parts of our manufacturing network as a result of the COVID-19 pandemic. We also recorded charges in 2020 as part of our Full Potential plan initiatives to streamline our portfolio including charges to write off our PPE inventory and write down inventory as a result of our SKU reduction initiative.

Other Highlights

Other Expenses – Other expenses decreased \$10 million in 2020 compared to 2019 primarily due to lower pension expense and lower funding fees for sales of accounts receivable to financial institutions in 2020.

Interest Expense – Interest expense was lower by \$13 million in 2020 compared to 2019, primarily driven by the impact of the cross-currency swap contracts entered into in July 2019 and a lower weighted average interest rate on our borrowings partially offset by higher outstanding debt balances. Our weighted average interest rate on our outstanding debt was 3.93% during 2020 compared to 4.15% during 2019.

Income Tax Expense – Our effective income tax rate was 77.3% and 10.9% for 2020 and 2019, respectively. The higher effective tax rate for 2020 was primarily due to the write-down of certain inventory recognized in high tax rate jurisdictions, including the United States, the change in jurisdictional mix of income attributable to the economic impacts of COVID-19 and an income tax benefit recognized in the current year due to our change in estimate of the transition tax liability due as mandated under the Tax Act. During 2020, the Internal Revenue Service closed the examination of the income tax years ended January 2, 2016 and December 31, 2016. The examination resulted in an immaterial adjustment which had been accrued as an uncertain tax benefit in a prior period.

Discontinued Operations – The results of our discontinued operations include the operations of our European Innerwear business which we reached the decision to exit at the end of the first quarter of 2021 in connection with our Full Potential plan. See Note “Assets and Liabilities Held for Sale” to our consolidated financial statements included in this Annual Report on Form 10-K.

Operating Results by Business Segment — Year Ended January 2, 2021 (“2020”) Compared with Year Ended December 28, 2019 (“2019”)

	Net Sales			
	Years Ended		Higher (Lower)	Percent Change
	January 2, 2021	December 28, 2019		
	(dollars in thousands)			
Innerwear	\$ 2,978,009	\$ 2,302,632	\$ 675,377	29.3 %
Activewear	1,184,413	1,854,704	(670,291)	(36.1)
International	1,711,432	1,930,828	(219,396)	(11.4)
Other	253,307	337,552	(84,245)	(25.0)
Total	\$ 6,127,161	\$ 6,425,716	\$ (298,555)	(4.6)%

	Operating Profit and Margin					
	Years Ended		Higher (Lower)	Percent Change		
	January 2, 2021	December 28, 2019				
	(dollars in thousands)					
Innerwear	\$ 718,923	24.1 %	\$ 515,991	22.4 %	\$ 202,932	39.3 %
Activewear	67,643	5.7	281,319	15.2	(213,676)	(76.0)
International	249,718	14.6	331,322	17.2	(81,604)	(24.6)
Other	(10,140)	(4.0)	33,439	9.9	(43,579)	(130.3)
Corporate	(983,478)	NM	(311,386)	NM	(672,092)	215.8
Total	\$ 42,666	0.7 %	\$ 850,685	13.2 %	\$ (808,019)	(95.0)%

Innerwear

Innerwear net sales increased 29% compared to 2019 driven by \$801 million of net sales of PPE. This increase was partially offset by a 2% and a 16% decline in net sales in our basics and intimate apparel businesses, respectively, primarily as a result of the negative impact of the COVID-19 pandemic in the first half of 2020. During the second half of 2020, all categories except shapewear within both our basics and intimate apparel businesses experienced growth in net sales primarily as a result of retailers replenishing inventory levels as stores re-opened after temporary closures due to the COVID-19 pandemic. The shapewear category was negatively impacted by the COVID-19 pandemic. In addition, net sales in our Innerwear segment decreased as a result of the exit of the C9 Champion mass program and the DKNY intimate apparel license in 2019.

Innerwear operating margin was 24.1%, an increase from 22.4% in 2019. Operating margin enhancement resulted primarily from fixed cost leverage from higher sales and temporary cost reduction initiatives.

Activewear

Activewear net sales decreased 36% in 2020 compared to the prior year primarily as a result of the negative impact of the COVID-19 pandemic. In addition, the exit of the *C9 Champion* mass program in 2019 represented approximately \$361 million of the net sales decrease in 2020 compared to 2019.

Activewear operating margin was 5.7%, representing a decrease from 15.2% in the prior year. The decrease was a result of lower sales, including the exit of the *C9 Champion* mass program, higher manufacturing costs, increased inventory reserves and higher selling, general and administrative expenses as a percentage of net sales. Lower variable costs as a result of decreased net sales and temporary cost savings initiatives implemented in response to the COVID-19 pandemic reduced selling, general and administrative costs, but not at the same rate as the decline in sales.

International

Net sales in the International segment decreased 11% as a result of the negative impact of the COVID-19 pandemic partially offset by the favorable impact of foreign currency exchange rates of approximately \$6 million. International net sales on a constant currency basis, defined as net sales excluding the impact of foreign currency, decreased 12%. The impact of foreign exchange rates is calculated by applying prior period exchange rates to the current year financial results. Sales of PPE increased International segment net sales by \$19 million in 2020.

International operating margin was 14.6%, a decrease from 17.2% in 2019, primarily due to decreased sales partially offset by various temporary cost reduction initiatives and selling, general and administrative cost management.

Other

Other net sales decreased as a result of decreased traffic at our retail outlets due to temporary store closures during 2020 as a result of the COVID-19 pandemic and continued declines in sheer hosiery sales in the United States. Operating margin decreased due to the decrease in sales volume.

We expect to continue certain sales from our supply chain to the European Innerwear business on a transitional basis after the sale of the business. Those sales and the related profit are included in Other in all periods presented and have not been eliminated as intercompany transactions in consolidation.

Corporate

Corporate expenses included certain administrative costs including restructuring and other action-related charges. Corporate expenses were higher in 2020 compared to 2019 due to higher restructuring and other action-related charges and higher bad debt expense as a result of charges for bankruptcies partially offset by cost savings initiatives implemented in response to the COVID-19 pandemic.

Restructuring and other action-related charges included:

- In 2020, COVID-19 related charges of \$49 million for the write-down of assets recorded as a result of the ongoing effects of the COVID-19 pandemic and \$49 million of supply chain re-start up charges primarily related to incremental costs incurred, such as freight and sourcing premiums, to expedite product to meet customer demand following the extended shut-down of parts of our manufacturing network as a result of the COVID-19 pandemic; and
- Charges related to our Full Potential plan. In the fourth quarter of 2020, we began the implementation of our Full Potential plan including a number of actions to simplify our business including streamlining our portfolio and SKU rationalization. In 2020, as a result of COVID-19 vaccines rolling out around the world along with slowing retail orders and a flood of competitive offerings, our future PPE sales opportunities were dramatically reduced. Therefore, we did not view PPE as a future growth opportunity for our Company. We recorded a charge of \$363 million to write down our entire PPE inventory balance to its estimated net realizable value and a charge of \$26 million to accrue for vendor commitments for PPE materials that were paid in 2021. Additionally, we commenced an initiative to reduce 20% of our SKUs in inventory in order to streamline product offerings while also

implementing a formal lifecycle management process. As a result, we recorded a charge of \$193 million to write down inventory to its estimated net realizable value taking into account these initiatives.

- Other charges which include:
 - The write-off of an acquisition tax asset in the fourth quarter of 2020 which was fully offset by a discrete tax benefit included in the “Income tax expense (benefit)” line in our Consolidated Statements of Income;
 - Supply chain actions to reduce overhead costs;
 - Program exit charges associated with exiting the *C9 Champion* mass program and the DKNY intimate apparel license; and
 - Other restructuring costs including action-related costs such as workforce reductions, as well as acquisition and integration charges for smaller acquisitions in 2019.

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

	Years Ended	
	January 2, 2021	December 28, 2019
(dollars in thousands)		
Restructuring and other action-related charges included in operating profit:		
Supply chain actions	\$ 19,636	\$ 52,832
Program exit costs	9,854	4,616
Other restructuring costs	7,763	5,067
COVID-19 related charges:		
Supply chain re-startup	48,608	—
Bad debt	9,418	—
Inventory	14,869	—
Goodwill	25,173	—
Full Potential plan:		
Inventory SKU rationalization	192,704	—
PPE inventory write-off	362,913	—
PPE vendor commitments	26,400	—
Write-off of acquisition tax asset	16,858	—
Total included in operating profit	734,196	62,515
Discrete tax benefits	69,628	—
Tax effect on actions	135,714	22,159
Total included in income tax expense (benefit)	205,342	22,159
Total restructuring and other action-related charges	\$ 528,854	\$ 40,356

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. Our primary uses of cash are payments to our employees and vendors in the normal course of business, capital expenditures, maturities of debt and related interest payments, contributions to our pension plans, regular quarterly dividend payments and income tax payments.

Based on our current estimate of future earnings and cash flows, we believe we have sufficient cash and available borrowings for at least one year from the issuance of these financial statements based on our current expectations and forecasts.

Our primary sources of liquidity are cash generated from global operations and cash available under our Revolving Loan Facility, our Accounts Receivable Securitization Facility and our other international credit facilities.

We had the following borrowing capacity and available liquidity under our credit facilities as of January 1, 2022:

	As of January 1, 2022	
	Borrowing Capacity	Available Liquidity
(dollars in thousands)		
Senior Secured Credit Facility:		
Revolving Loan Facility ⁽¹⁾	\$ 1,000,000	\$ 995,824
Accounts Receivable Securitization Facility ⁽²⁾	175,000	175,000
Other international credit facilities	61,210	28,422
Total liquidity from credit facilities	<u>\$ 1,236,210</u>	<u>\$ 1,199,246</u>
Cash and cash equivalents		536,277
Total liquidity		<u>\$ 1,735,523</u>

(1) A portion of the Revolving Loan Facility is available to be borrowed in Euros or Australian dollars.

(2) Borrowing availability under the Accounts Receivable Securitization Facility is subject to a quarterly fluctuating facility limit, not to exceed \$175 million and permitted only to the extent that the face of the receivables in the collateral pool, net of applicable reserves and other deductions, exceeds the outstanding loans.

The following have impacted or may impact our liquidity:

- The COVID-19 pandemic has had a negative impact on our business.
- We have historically paid a regular quarterly dividend. 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 principal and interest obligations under our debt and ongoing financial covenants under those debt facilities. In March 2021, we repaid the outstanding balance of the Term Loan B, which consisted of a required excess cash flow prepayment of \$239 million and a voluntary prepayment of \$61 million. We refinanced our Senior Secured Credit Facility in the fourth quarter of 2021 and redeemed our 5.375% Senior Notes using proceeds from the transaction and cash on hand.
- 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 plan's objectives.
- We expect capital investments of approximately \$150 million to \$175 million in 2022.
- In the future, we may pursue strategic business acquisitions or divestitures.
- We made a contribution of \$40 million to our U.S. pension plan in 2021 and we expect to have no required cash contributions to our U.S. pension plan in 2022 based on a preliminary calculation by our actuary. We may also elect to make additional voluntary contributions. Our U.S. qualified pension plan was approximately 97% and 94% funded as of December 1, 2021 and 2020, respectively, under the Pension Protection Act funding rules.
- 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 unremitted foreign earnings and intend to remit foreign earnings totaling \$579 million.

Future Contractual Obligations and Commitments

The following table contains information on our material contractual obligations and commitments at January 1, 2022, and their expected timing on future cash flows and liquidity.

	Payments Due by Period				
	At January 1, 2022	Fiscal 2022	Fiscal 2023-2024	Fiscal 2025-2026	Fiscal 2027 and Thereafter
	(dollars in thousands)				
Operating activities:					
Interest on debt obligations ⁽¹⁾	\$ 400,305	\$ 118,937	\$ 199,651	\$ 81,717	\$ —
Inventory purchase obligations	537,867	530,642	7,225	—	—
Operating lease obligations	433,005	127,939	171,982	77,685	55,399
Defined benefit plan minimum contributions ⁽²⁾	—	—	—	—	—
Tax obligations ⁽³⁾	103,693	33,525	44,406	22,558	3,204
Other obligations ⁽⁴⁾	400,827	144,907	146,572	56,269	53,079
Investing activities:					
Capital expenditures	85,925	85,925	—	—	—
Financing activities:					
Debt	3,368,634	25,000	1,556,134	1,787,500	—
Total	\$ 5,330,256	\$ 1,066,875	\$ 2,125,970	\$ 2,025,729	\$ 111,682

- (1) Interest obligations on floating rate debt instruments are calculated for future periods using interest rates in effect at January 1, 2022.
- (2) Represents only the required minimum pension contributions to our U.S. qualified pension plan in the current year. We expect to have no required cash contributions to our U.S. pension plan in 2022 based on a preliminary calculation by our actuary although we may elect to make voluntary contributions to maintain certain funded levels. For a discussion of our pension plan obligations, see Note “Defined Benefit Pension Plans” to our consolidated financial statements included in this Annual Report on Form 10-K.
- (3) Represents current tax liabilities, uncertain tax positions and transition tax liabilities resulting from the Tax Act.
- (4) Primarily represents the projected payments for liabilities recorded on the Consolidated Balance Sheets for royalty-bearing license agreements, information technology services, certain employee benefit claims, deferred compensation, and marketing and advertising obligations.

Sources and Uses of Our Cash

The information presented below regarding the sources and uses of our cash flows for the years ended January 1, 2022 and January 2, 2021 was derived from our consolidated financial statements.

	Years Ended	
	January 1, 2022	January 2, 2021
	(dollars in thousands)	
Operating activities	\$ 623,409	\$ 448,469
Investing activities	(52,455)	(41,082)
Financing activities	(888,020)	142,169
Effect of changes in foreign exchange rates on cash	(32,908)	31,124
Change in cash, cash equivalents and restricted cash	(349,974)	580,680
Cash, cash equivalents and restricted cash at beginning of year	910,603	329,923
Cash, cash equivalents and restricted cash at end of year	560,629	910,603
Less restricted cash at end of year	—	1,166
Cash and cash equivalents at end of year	\$ 560,629	\$ 909,437

Operating Activities

Our overall liquidity has historically been driven by our cash flow provided by operating activities, which is dependent on net income and changes in our working capital and was negatively impacted by the COVID-19 pandemic in 2020. Higher profitability drove improved year over year cash flow. Cash used by operating activities includes a \$40 million and \$25 million contribution to our U.S. pension plan made in the first quarter of 2021 and 2020, respectively.

Investing Activities

Investing activities in 2021 and 2020 primarily include capital investments into our business. The increase in cash used by investing activities in 2021 compared to 2020 was primarily the result of an increase in capital investments into our business as we managed our spending on our focused strategic goals. In 2020, we tightly managed capital investment spending to help mitigate the negative impact of COVID-19 pandemic on our business.

Financing Activities

Net cash from financing activities decreased primarily as a result of lower borrowings as compared to 2020. We increased our borrowings in 2020 primarily to strengthen our cash position and to provide us with additional financial flexibility to manage our business during the COVID-19 pandemic. We also repurchased shares at a total cost of \$200 million in 2020. In 2021, we repaid the outstanding balance of the Term Loan B, which consisted of a required excess cash flow prepayment of \$239 million and a voluntary prepayment of \$61 million, we amended and restated our Senior Secured Credit Facility resulting in payment of \$8 million for debt issuance costs, and we redeemed our \$700 million 5.375% Senior Notes which required payment of a make-whole premium of \$35 million.

Financing Arrangements

In November 2021, we amended and restated our Senior Secured Credit Facility to provide for potential committed aggregate borrowings of up to \$2 billion, consisting of a \$1 billion Revolving Loan Facility and a \$1 billion Term Loan Facility, to extend the maturity date of the Senior Secured Credit Facility from December 2022 to November 2026 and to refinance the Australian Revolving Loan Facility that was originally entered into in July 2016 under our Syndicated Facility as a joinder to the Senior Secured Credit Facility. The Australian Revolving Loan Facility, which was previously amended in July 2021 to extend the maturity date to July 2022, was incorporated into the \$1 billion Revolving Loan Facility on the date the amendment to the Senior Secured Credit Facility became effective. The \$1 billion Revolving Loan Facility, a portion of which is available to be borrowed in Euros or Australian dollars, will be used for general corporate purposes and working capital needs. The proceeds of the \$1 billion Term Loan Facility were used to refinance the Term Loan A, which resulted in an increase in term loan borrowings of \$391 million on the date the amendment became effective, and to redeem, together with cash on hand, our 5.375% Senior Notes. All borrowings under the Revolving Loan Facility may be repaid and reborrowed from time to time without penalty but must be repaid in full upon maturity. Outstanding borrowings under the Term Loan A are repayable in equal quarterly installments of the following amounts per annum, calculated as a percentage of the original principal amount: 2.5% in years one and two, 5.0% in years three and four and 7.5% in year five, with the remainder to be repaid at maturity.

In March 2021, we amended our Accounts Receivable Securitization Facility to decrease the fluctuating facility limit, which was \$175 million as of January 1, 2022, from \$225 million as of January 2, 2021 and extend the maturity date from March 2021 to June 2022. Additionally, the amendment changed certain ratios and borrowing base calculations, raised pricing and added certain receivables to the pledged collateral pool for the facility.

We believe our financing structure provides a secure base to support our operations and key business strategies. As of January 1, 2022, we were in compliance with all financial covenants under our credit facilities and other outstanding indebtedness. Under the terms of our 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 for at least one year from the issuance date of these financial statements based on our current expectations and forecasts, however economic conditions or the occurrence of events discussed in Part I, Item 1A. "Risk Factors" in this Annual Report on Form 10-K could cause noncompliance.

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 this Annual Report on Form 10-K.

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 described below:

Sales Recognition and Incentives

We recognize revenue when obligations under the terms of a contract with a customer are satisfied, which occurs at a point in time, upon either shipment or delivery to the customer. Revenue is measured as the amount of consideration we expect to receive in exchange for transferring goods, which includes estimates for variable consideration. We record provisions for any uncollectible amounts based upon our historical collection statistics and current customer information. Our management reviews these estimates each quarter and makes adjustments based upon actual experience.

Note “Summary of Significant Accounting Policies — (d) Sales Recognition and Incentives” to our consolidated financial statements included in this Annual Report on Form 10-K describes a variety of sales incentives that we offer to resellers and consumers of our products. Measuring the cost of these incentives requires, in many cases, estimating future customer utilization and redemption rates. We use historical data for similar transactions to estimate the cost of current incentive programs. Our management reviews these estimates each quarter and makes adjustments based upon actual experience and other available information. We classify the costs associated with cooperative advertising as a reduction in the “Net sales” line in our Consolidated Statements of Income.

Accounts Receivable Valuation

Accounts receivable consist primarily of amounts due from customers. We carry our accounts receivable at their net realizable value. In determining the appropriate allowance for doubtful accounts, we evaluate our receivables on a collection (pool) basis which are aggregated based on similar risk characteristics and consider a combination of factors, such as historical losses, the aging of trade receivables, industry trends, and our customers’ financial strength, credit standing and payment and default history. Changes in the characteristics of our accounts receivables and the aforementioned factors, among others, are reviewed quarterly and may lead to adjustments in our allowance for doubtful accounts. The calculation of the required allowance involves judgment by our management as to the impact of these and other factors on the ultimate realization of our trade receivables. Charges to the allowance for doubtful accounts are reflected in the “Selling, general and administrative expenses” line and charges to the allowance for customer chargebacks and other customer deductions are primarily reflected as a reduction in the “Net sales” line in our Consolidated Statements of Income. Because we cannot predict future changes in the financial stability of our customers, actual future losses from uncollectible accounts may differ from our estimates. If the financial condition of our customers were to deteriorate, resulting in their inability to make payments, a large reserve might be required. The amount of actual historical losses has not varied materially from our estimates for bad debts.

Inventory Valuation

We carry inventory on our balance sheet at the estimated lower of cost or market. Cost is determined by the first-in, first-out, or “FIFO,” method for our inventories. We carry obsolete, damaged and excess inventory at the net realizable value, which we determine by assessing historical recovery rates, current market conditions and our future marketing and sales plans. Because our assessment of net realizable value is made at a point in time, there are inherent uncertainties related to our value determination. Market factors and other conditions underlying the net realizable value may change, resulting in further reserve requirements. A reduction in the carrying amount of an inventory item from cost to market value creates a new cost basis for the item that cannot be reversed at a later period. While we believe that adequate write-downs for inventory obsolescence have been provided in the consolidated financial statements, consumer tastes and preferences will continue to change and we could experience additional inventory write-downs in the future.

Rebates, discounts and other cash consideration received from a vendor related to inventory purchases are reflected as reductions in the cost of the related inventory item, and are therefore reflected in the “Cost of Sales” line in our Consolidated Statements of Income when the related inventory item is sold.

Income Taxes

Deferred tax assets and liabilities are established for temporary differences between the financial reporting basis and the income tax basis of our assets and liabilities, as well as for realizable operating loss and tax credit carryforwards, at tax rates in effect for the years in which the differences are expected to reverse. Realization of deferred tax assets is dependent on future taxable income in specific jurisdictions, the amount and timing of which are uncertain, and on possible changes in tax laws and tax planning strategies. If in our judgment it appears that it is more likely than not that all or some portion of the asset will not

be realized, valuation allowances are established against our deferred tax assets, which increase income tax expense in the period when such determination is made.

We recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the consolidated financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate resolution. These assessments of uncertain tax positions contain judgments related to the interpretation of tax regulations in the jurisdictions in which we transact business. The judgments and estimates made at a point in time may change based on the outcome of tax audits, expiration of statutes of limitations, as well as changes to, or further interpretations of tax laws and regulations. Income tax expense is adjusted in our Consolidated Statements of Income in the period in which these events occur.

Assets and Liabilities Acquired in Business Combinations

We account for business combinations using the purchase method, which requires us to allocate the cost of an acquired business to the acquired assets and assumed liabilities based on their estimated fair values at the acquisition date. We recognize the excess of an acquired business' cost over the fair value of acquired assets and assumed liabilities as goodwill. We use a variety of information sources to determine the fair value of acquired assets and assumed liabilities. We generally use third-party appraisers to assist management in determination of the fair value and lives of property and identifiable intangibles, consulting actuaries to assist management in determining the fair value of obligations associated with defined benefit pension plans and legal counsel to assist management in assessing obligations associated with legal and environmental claims.

Trademarks and Other Identifiable Intangibles

Trademarks, license agreements, customer and distributor relationships and computer software are our primary identifiable intangible assets. We amortize identifiable intangibles determined to have finite lives over their estimated useful lives, and we do not amortize identifiable intangibles with indefinite lives. As of January 1, 2022, the net book value of trademarks and other identifiable intangible assets was \$1.2 billion, of which we are amortizing a balance of \$130 million. We anticipate that our amortization expense for 2022 will be approximately \$26 million.

We evaluate identifiable intangible assets subject to amortization for impairment at least annually and as triggering events occur, such as significant adverse changes in business climate, several periods of operating or cash flow losses, forecasted continued losses or a current expectation that an intangible asset's value will be eliminated prior to the end of its useful life. We estimate an intangible asset's useful life based on historical experience, the level of maintenance expenditures required to obtain future cash flows, future business plans and the period over which the asset will be economically useful to us. Our policies require that we periodically review our assets' remaining depreciable lives based upon actual experience and expected future utilization. A change in the depreciable life is treated as a change in accounting estimate and the accelerated amortization is accounted for in the period of change and future periods.

We assess identifiable intangible assets not subject to amortization for impairment at least annually, as of the first day of the third fiscal quarter, and more often as triggering events occur. In order to determine the impairment of identifiable intangible assets, we compare the fair value of the intangible asset to its carrying amount. Fair values of intangible assets are primarily based on future cash flows projected to be generated from that asset. We recognize an impairment loss for the amount by which an identifiable intangible asset's carrying value exceeds its fair value.

As a result of our strategic decision to exit our European Innerwear business and classify it as discontinued operations, we performed a full impairment analysis of the disposal group's indefinite-lived intangible assets in the first quarter of 2021. We revised forecasts for our European Innerwear business to include updated market conditions and the removal of strategic operating decisions that would no longer occur under our ownership. The revised forecasts indicated impairment of certain indefinite-lived trademarks and license agreements, resulting in a non-cash charge of \$62 million that was recorded in 2021 as "Impairment of intangible assets and goodwill" in Note "Assets and Liabilities Held for Sale" to our consolidated financial statements included in this Annual Report on Form 10-K. We also recorded an impairment charge of \$7 million in 2021 to fully impair an indefinite-lived trademark related to a specific brand within our European Innerwear business that was excluded from the disposal group as it is not being marketed for sale. We intend to exit this brand subsequent to the sale of our European Innerwear business.

In connection with our annual impairment testing performed in the third quarter of 2021, we performed a quantitative assessment, utilizing an income approach to estimate the fair value of each indefinite-lived intangible asset. The most significant assumptions include the weighted average cost of capital, revenue growth rate, terminal growth rate and operating profit margin, all of which are used to estimate the fair value of the indefinite-lived intangible assets. The tests indicated the indefinite-lived intangible assets had fair values that exceeded their carrying values and no impairment of trademarks or other identifiable intangible assets was identified as a result of our annual testing conducted in 2021.

Goodwill

As of January 1, 2022, we had \$1.1 billion of goodwill. We do not amortize goodwill, but we assess for impairment at least annually and more often as triggering events occur. The timing of our annual goodwill impairment testing is the first day of the third fiscal quarter. In evaluating the recoverability of goodwill in 2021, we estimated the fair value of our reporting units. We relied on a number of factors to determine the fair value of our reporting units and evaluated various factors to discount anticipated future cash flows, including operating results, business plans and present value techniques. As discussed above under “Trademarks and Other Identifiable Intangibles,” there are inherent uncertainties related to these factors, and our judgment in applying them and the assumptions underlying the impairment analysis may change in such a manner that impairment in value may occur in the future. Such impairment will be recognized in the period in which it becomes known.

As a result of our strategic decision to exit our European Innerwear business and classify it as discontinued operations, we performed a full impairment analysis of the disposal group's goodwill in the first quarter of 2021. We revised forecasts for our European Innerwear business to include updated market conditions and the removal of strategic operating decisions that would no longer occur under our ownership. The revised forecasts indicated impairment of the full goodwill balance, resulting in a non-cash charge of \$94 million that was recorded in 2021 as "Impairment of intangible assets and goodwill" in Note “Assets and Liabilities Held for Sale” to our consolidated financial statements included in this Annual Report on Form 10-K.

In connection with our annual goodwill impairment testing performed during the third quarter of 2021, we performed a quantitative assessment utilizing an income approach to estimate the fair value of each reporting unit. The most significant assumptions include the weighted average cost of capital, revenue growth rate, terminal growth rate and operating profit margin, all of which are used to estimate the fair value of the reporting units. The tests indicated the reporting units had fair values that exceeded their carrying values, and no impairment of goodwill was identified as a result of our annual testing conducted in 2021.

Defined Benefit Pension Plans

For a discussion of our net periodic benefit cost, plan obligations, plan assets and how we measure the amount of these costs, see Note “Defined Benefit Pension Plans” to our consolidated financial statements included in this Annual Report on Form 10-K. The funded status of our defined benefit pension plans are recognized on our balance sheet. Differences between actual results in a given year and the actuarially determined assumed results for that year are deferred as unrecognized actuarial gains or losses in comprehensive income. We measure the funded status of our plans as of the date of our fiscal year end.

The net periodic benefit cost of the pension plans is determined using projections and actuarial assumptions, the most significant of which are the discount rate and the long-term rate of asset return. The net periodic pension income or expense is recognized in the year incurred. Gains and losses, which occur when actual experience differs from actuarial assumptions, are amortized over the average future expected life of participants. As benefits under the Hanesbrands Inc. Pension Plan are frozen, year over year fluctuations in our pension expense are not expected to have a material impact on our Consolidated Statements of Income.

Our policies regarding the establishment of pension assumptions are as follows:

- Discount rate assumptions are generally based on yield curves applicable to each country and the expected cash flows for each plan. For our U.S. defined benefit plans, we use the full series of spot rates along the Aon AA-Only Above Median Yield Curve and expected plan cash flows to determine liabilities and expense. Single equivalent discount rates are shown for disclosure purposes.
- Salary increase assumptions, where applicable, are generally based on historical experience and management expectations. This assumption is not applicable to the U.S. or Italy as benefits under these plans are either frozen or not tied to pay. The benefits under the Hanesbrands Inc. Pension Plan were frozen as of December 31, 2005.
- Long-term rate of return on plan assets assumptions, where applicable, are generally based on each plan's investment mix and forward-looking capital market assumptions applicable to each country. Expected returns also reflect an incremental premium for actively managed investments and a reduction for trust-paid expenses. This assumption is not applicable to unfunded plans.
- Retirement and turnover assumptions are generally based on actual plan experience while standard actuarial mortality tables applicable to each country are used to estimate life expectancy. For our U.S. defined benefit plans, the 2021 mortality tables are from the Society of Actuaries' Private Plan study published in 2019 (Pri-2012) projected generationally with Scale MP-2021 and reflecting Aon's slow recovery adjustment, which modestly increases the standard mortality rates through 2023 based on recent U.S. pandemic experience.

The sensitivity of changes in actuarial assumptions on our annual pension expense and on our plans' benefit obligations, all other factors being equal, is illustrated by the following:

	Increase (Decrease) in	
	Pension Expense	Benefit Obligation
	(in millions)	
1% decrease in discount rate	\$ (3)	\$ 155
1% increase in discount rate	2	(127)
1% decrease in expected investment return	9	N/A
1% increase in expected investment return	(9)	N/A

Recently Issued Accounting Pronouncements

For a summary of recently issued accounting pronouncements, see Note "Summary of Significant Accounting Policies" to our consolidated financial statements included in this Annual Report on Form 10-K.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

We are exposed to market risk from changes in foreign exchange rates, interest rates and commodity prices. Our risk management control system uses analytical techniques including market value, sensitivity analysis and value at risk estimations.

Foreign Exchange Rates

We sell the majority of our products in transactions denominated in U.S. dollars; however, we purchase some raw materials, pay a portion of our wages and make other payments in our supply chain in foreign currencies. With our international commercial presence, we also have foreign entities that purchase raw materials and finished goods in U.S. dollars. We are also exposed to foreign exchange gains and losses resulting from the effect that fluctuations in foreign exchange rates have on the reported results in our consolidated financial statements due to the translation of operating results and financial position of our foreign subsidiaries. Our exposure to foreign exchange rates exists primarily with respect to the Australian dollar, Euro, Canadian dollar and Mexican peso against the U.S. dollar. We use forward foreign exchange contracts, cross-currency swap contracts and nonderivative financial instruments to hedge material exposure to adverse changes in foreign exchange rates. A sensitivity analysis technique has been used to evaluate the effect that changes in the market value of foreign exchange currencies will have on our forward foreign exchange and cross-currency swap derivative contracts. At January 1, 2022, assuming a 10% adverse change in the underlying currency price, the potential change in fair value of foreign currency derivative instruments would be unfavorable by approximately \$28 million.

Interest Rates

Our debt under the Revolving Loan Facility, the Term Loan A and the Accounts Receivable Securitization Facility bears interest at variable rates. As a result, we are exposed to changes in market interest rates that could impact the cost of servicing our debt. Approximately 70% of our total debt outstanding at January 1, 2022 is at a fixed rate. A 25-basis point movement in the annual interest rate charged on the outstanding debt balances as of January 1, 2022 would result in a change in annual interest expense of approximately \$3 million.

Commodity Prices

We are exposed to commodity price fluctuations primarily as a result of the cost of materials that are used in our manufacturing process. Cotton is the primary raw material used in manufacturing many of our products. Under our current agreements with our primary yarn suppliers, we have the ability to periodically fix the cotton cost component of our yarn purchases so that the suppliers bear the risk of cotton price fluctuation for the specified yarn volume and interim fluctuations in the price of cotton do not impact our costs. However, our business can be affected by sustained dramatic movements in cotton prices.

In addition, fluctuations in crude oil or petroleum prices may influence the prices of other raw materials we use to manufacture our products, such as chemicals, dyestuffs, polyester yarn and foam, as well as affect our transportation and utility costs. We generally purchase raw materials at market prices.

Item 8. Financial Statements and Supplementary Data

Our consolidated financial statements required by this item are contained on pages F-1 through F-57 of this Annual Report on Form 10-K. See Item 15(a) (1) for a listing of consolidated financial statements provided.

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

None.

Item 9A. Controls and Procedures

Disclosure Controls and Procedures

As required by Rule 13a-15(b) under the Exchange Act, 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 report. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. Based on their evaluation of our disclosure controls and procedures as of January 1, 2022, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective.

Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Exchange Act Rule 13a-15(f). Management's annual report on internal control over financial reporting and the report of independent registered public accounting firm are incorporated by reference to pages F-2 and F-3 of this Annual Report on Form 10-K.

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 quarter ended January 1, 2022 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information

None.

PART III

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

The material under the heading “Proposal 1 - Election of Directors: Nominees for Election as Directors for a One-Year Term Expiring in 2022,” “Proposal 1 - Election of Directors: Other Governance Information - Code of Ethics,” “Proposal 1 - Election of Directors: Board Structure and Processes - Committees of the Board of Directors” and “Proposal 1 - Election of Directors: How We Select our Directors - Director Independence,” each as included and to be filed in the Company’s definitive Proxy Statement for the 2022 Annual Meeting of Stockholders (the “2022 Proxy Statement”), is incorporated by reference herein in response to this Item. Certain information concerning the Company’s executive officers is included in Item 1C of this Annual Report on Form 10-K.

Item 11. *Executive Compensation*

The material under the heading “Proposal 3 - Advisory Vote to Approve Named Executive Officer Compensation: Compensation Discussion and Analysis,” “Proposal 3 - Advisory Vote to Approve Named Executive Officer Compensation: Executive Compensation,” “Proposal 1 - Election of Directors: Board Structure and Processes - Committees of the Board of Directors - Compensation Committee Interlocks and Insider Participation,” and “Proposal 3 - Advisory Vote to Approve Named Executive Officer Compensation: Compensation Committee Report,” each as included and to be filed in the 2022 Proxy Statement, is incorporated by reference herein in response to this Item.

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

The material under the heading “Equity Compensation Plan Information” as included in Item 5 of this Annual Report on Form 10-K and the material under the heading “Ownership of Our Stock: Share Ownership of Major Stockholders, Management and Directors” as included and to be filed in the 2022 Proxy Statement is incorporated by reference herein in response to this Item.

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

The material under the heading “Proposal 1 - Election of Directors: Other Governance Information - Related Person Transactions” and “Proposal 1 - Election of Directors: How We Select our Directors - Director Independence,” each as included and to be filed in the 2022 Proxy Statement, is incorporated by reference herein in response to this Item.

Item 14. *Principal Accountant Fees and Services*

The material under the heading “Proposal 2 - Ratification of Appointment of Independent Registered Public Accounting Firm: Relationship with Independent Registered Public Accounting Firm” as included and to be filed in the 2022 Proxy Statement is incorporated by reference herein in response to this Item.

PART IV**Item 15. Exhibits and Financial Statement Schedules****(a)(1) Financial Statements**

The financial statements listed in the accompanying Index to Consolidated Financial Statements on page F-1 are filed as part of this Annual Report on Form 10-K.

(a)(3) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
3.1	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).
3.2	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).
3.3	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).
3.4	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).
3.5	Amended and Restated Bylaws 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 26, 2017).
4.1	Description of Securities (incorporated by reference from Exhibit 4.1 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 12, 2021).
4.2	Indenture, dated May 6, 2016, among Hanesbrands Inc., the subsidiary guarantors named therein and U.S. Bank National Association (incorporated by reference from Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on May 6, 2016).
4.3	Indenture, dated June 3, 2016, among Hanesbrands Finance Luxembourg S.C.A., Hanesbrands Inc., the other guarantors named therein, U.S. Bank Trustees Limited, as Trustee, Elavon Financial Services Limited, UK Branch, as Paying Agent and Transfer Agent, and Elavon Financial Services Limited, as Registrar (incorporated by reference from Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 3, 2016).
10.1	Hanesbrands Inc. Omnibus Incentive Plan (As Amended and Restated) (incorporated by reference from Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on April 4, 2013).*
10.2	First Amendment of Hanesbrands Inc. Omnibus Incentive Plan (As Amended and Restated) (incorporated by reference from Exhibit 10.2 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2019).*

<u>Exhibit Number</u>	<u>Description</u>
10.3	Second Amendment of Hanesbrands Inc. Omnibus Incentive Plan (As Amended and Restated) (incorporated by reference from Exhibit 10.3 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2019).*
10.4	Form of Calendar Year Grant Restricted Stock Unit Grant Notice and Agreement under the Hanesbrands Inc. Omnibus Incentive Plan (As Amended and Restated) (incorporated by reference from Exhibit 10.6 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2020).*
10.5	Form of Discretionary Grant Restricted Stock Unit Grant Notice and Agreement under the Hanesbrands Inc. Omnibus Incentive Plan (As Amended and Restated) (incorporated by reference from Exhibit 10.8 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2020).*
10.6	Form of Performance Stock Award Grant Notice and Agreement under the Hanesbrands Inc. Omnibus Incentive Plan (As Amended and Restated) (incorporated by reference from Exhibit 10.10 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2020).*
10.7	Form of Non-Employee Director Restricted Stock Unit Grant Notice and Agreement under the Hanesbrands Inc. Omnibus Incentive Plan (As Amended and Restated) (incorporated by reference from Exhibit 10.7 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 6, 2014).*
10.8	Hanesbrands Inc. 2020 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the Securities Exchange Commission on April 29, 2020).*
10.9	Form of Calendar Year Grant Restricted Stock Unit Grant Notice and Agreement under the Hanesbrands Inc. 2020 Omnibus Incentive Plan.*
10.10	Form of Discretionary Grant Restricted Stock Unit Grant Notice and Agreement under the Hanesbrands Inc. 2020 Omnibus Incentive Plan.*
10.11	Form of Performance Stock Award Grant Notice and Agreement under the Hanesbrands Inc. 2020 Omnibus Incentive Plan.*
10.12	Form of Non-Employee Director Restricted Stock Unit Grant Notice and Agreement under the Hanesbrands Inc. 2020 Omnibus Incentive Plan (incorporated by reference from Exhibit 10.15 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 12, 2021).*
10.13	Inducement Restricted Stock Unit Grant Notice and Agreement with Stephen B. Bratspies (incorporated by reference to Exhibit 4.6 to the Registrant's Registration Statement on Form S-8 (Commission file number 333-240312) filed with the Securities and Exchange Commission on August 3, 2020).*
10.14	Inducement Performance Stock Unit Grant Notice and Agreement with Stephen B. Bratspies (incorporated by reference to Exhibit 4.7 to the Registrant's Registration Statement on Form S-8 (Commission file number 333-240312) filed with the Securities and Exchange Commission on August 3, 2020).*
10.15	Inducement Stock Option Grant Notice and Agreement with Stephen B. Bratspies (incorporated by reference to Exhibit 4.8 to the Registrant's Registration Statement on Form S-8 (Commission file number 333-240312) filed with the Securities and Exchange Commission on August 3, 2020).*
10.16	Inducement Sign-On Restricted Stock Unit Grant Notice and Agreement with Kristin Oliver (incorporated by reference to Exhibit 4.6 to the Registrant's Registration Statement on Form S-8 (Commission file number 333-248667) filed with the Securities and Exchange Commission on September 8, 2020).*
10.17	Inducement Long-Term Incentive Plan Restricted Stock Unit Grant Notice and Agreement with Kristin Oliver (incorporated by reference to Exhibit 4.7 to the Registrant's Registration Statement on Form S-8 (Commission file number 333-248667) filed with the Securities and Exchange Commission on September 8, 2020).*

<u>Exhibit Number</u>	<u>Description</u>
10.18	<u>Inducement Long-Term Incentive Plan Performance Stock Unit Grant Notice and Agreement with Kristin Oliver (incorporated by reference to Exhibit 4.8 to the Registrant's Registration Statement on Form S-8 (Commission file number 333-248667) filed with the Securities and Exchange Commission on September 8, 2020).</u>*
10.19	<u>Hanesbrands Inc. Supplemental Employee Retirement Plan (incorporated by reference from Exhibit 10.8 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 9, 2010).</u>*
10.20	<u>Hanesbrands Inc. Annual Incentive Plan for Section 16 Officers (incorporated by reference from Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on January 30, 2020).</u>*
10.21	<u>Hanesbrands Inc. Executive Deferred Compensation Plan, as amended (incorporated by reference from Exhibit 10.11 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 6, 2014).</u>*
10.22	<u>First Amendment to Hanesbrands Inc. Executive Deferred Compensation Plan, as amended (incorporated by reference from Exhibit 10.16 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2019).</u>*
10.23	<u>Second Amendment to Hanesbrands Inc. Executive Deferred Compensation Plan, as amended (incorporated by reference from Exhibit 10.17 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2019).</u>*
10.24	<u>Hanesbrands Inc. Executive Life Insurance Plan (incorporated by reference from Exhibit 10.10 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2009).</u>*
10.25	<u>Hanesbrands Inc. Executive Long-Term Disability Plan (incorporated by reference from Exhibit 10.11 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2009).</u>*
10.26	<u>Hanesbrands Inc. Employee Stock Purchase Plan of 2006, as amended (incorporated by reference from Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on April 29, 2010).</u>*
10.27	<u>Hanesbrands Inc. Non-Employee Director Deferred Compensation Plan (incorporated by reference from Exhibit 10.13 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2009).</u>*
10.28	<u>First Amendment to Hanesbrands Inc. Non-Employee Director Deferred Compensation Plan (incorporated by reference from Exhibit 99.3 to the Registrant's Registration Statement on Form S-8 filed with the Securities and Exchange Commission on November 4, 2016).</u>*
10.29	<u>Second Amendment to Hanesbrands Inc. Non-Employee Director Deferred Compensation Plan (incorporated by reference from Exhibit 10.23 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 11, 2019).</u>*
10.30	<u>Form of Severance/Change in Control Agreement entered into by and between Hanesbrands Inc. and certain of its executive officers and schedule of all such agreements with current executive officers.</u>*
10.31	<u>Severance/Change in Control Agreement dated August 3, 2020 between Hanesbrands Inc. and Stephen B. Bratspies (incorporated by reference from Exhibit 10.38 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 12, 2021).</u>*

<u>Exhibit Number</u>	<u>Description</u>
10.32	Fifth Amended and Restated Credit Agreement (the “Fifth Amended Credit Agreement”) by and among Hanesbrands Inc., MFB International Holdings S.à r.l., HBI Holdings Australasia Pty Ltd (f/k/a HBI Australia Acquisition Co. Pty Ltd.) and the various financial institutions from time to time party to the Fifth Amended Credit Agreement as lenders, Bank of America, N.A., Barclays Bank PLC, HSBC Bank USA, N.A., PNC Bank, National Association, Truist Bank, N.A. and Wells Fargo Bank, N.A., as the co-syndication agents, Fifth Third Bank, National Association, The Bank of Nova Scotia, MUFG Securities Americas Inc. and Goldman Sachs Bank USA, as the co-documentation agents, JPMorgan Chase Bank, N.A., as the administrative agent and the collateral agent, and JPMorgan Chase Bank, N.A., BOFA Securities, Inc., Barclays Bank PLC, HSBC Securities (USA) Inc., PNC Capital Markets LLC, Truist Securities Inc., and Wells Fargo Securities, LLC, as the joint lead arrangers and joint bookrunners (incorporated by reference to Exhibit 10.1 to the Registrant’s Current Report on Form 8-K filed with the Securities and Exchange Commission on November 23, 2021).
21.1	Subsidiaries of the Registrant.
23.1	Consent of PricewaterhouseCoopers LLP.
24.1	Powers of Attorney (included on the signature pages hereto).
31.1	Certification of Stephen B. Bratspies, Chief Executive Officer.
31.2	Certification of Michael P. Dastugue, Chief Financial Officer.
32.1	Section 1350 Certification of Stephen B. Bratspies, Chief Executive Officer.
32.2	Section 1350 Certification of Michael P. Dastugue, Chief Financial Officer.
101.INS 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	Taxonomy Extension Schema Document
101.CAL XBRL	Taxonomy Extension Calculation Linkbase Document
101.LAB XBRL	Taxonomy Extension Label Linkbase Document
101.PRE XBRL	Taxonomy Extension Presentation Linkbase Document
101.DEF XBRL	Taxonomy Extension Definition Linkbase Document

* Management contract or compensatory plans or arrangements.

Item 16. Form 10-K Summary

Not applicable.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized, on February 16, 2022.

HANESBRANDS INC.

/s/ Stephen B. Bratspies

Stephen B. Bratspies

Chief Executive Officer

POWER OF ATTORNEY

KNOW BY ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints jointly and severally, Stephen B. Bratspies, Michael P. Dastugue and Tracy M. Preston, and each one of them, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact, or his or her substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this Annual Report on Form 10-K has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
<u>/s/ Stephen B. Bratspies</u> Stephen B. Bratspies	Chief Executive Officer (principal executive officer)	February 16, 2022
<u>/s/ Michael P. Dastugue</u> Michael P. Dastugue	Chief Financial Officer (principal financial officer)	February 16, 2022
<u>/s/ M. Scott Lewis</u> M. Scott Lewis	Chief Accounting Officer and Controller (principal accounting officer)	February 16, 2022
<u>/s/ Cheryl K. Beebe</u> Cheryl K. Beebe	Director	February 16, 2022
<u>/s/ Geralyn R. Breig</u> Geralyn R. Breig	Director	February 16, 2022
<u>/s/ Bobby J. Griffin</u> Bobby J. Griffin	Director	February 16, 2022
<u>/s/ James C. Johnson</u> James C. Johnson	Director	February 16, 2022
<u>/s/ Franck J. Moison</u> Franck J. Moison	Director	February 16, 2022
<u>/s/ Robert F. Moran</u> Robert F. Moran	Director	February 16, 2022
<u>/s/ Ronald L. Nelson</u> Ronald L. Nelson	Director	February 16, 2022
<u>/s/ William S. Simon</u> William S. Simon	Director	February 16, 2022
<u>/s/ Ann E. Ziegler</u> Ann E. Ziegler	Director	February 16, 2022

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HANESBRANDS INC.**

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Hanesbrands Inc.

Management’s Report on Internal Control Over Financial Reporting

Management of Hanesbrands Inc. (“Hanesbrands”) is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rule 13a-15(f) under the Exchange Act. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted. Hanesbrands’ internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of Hanesbrands; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with accounting principles generally accepted in the United States, and that receipts and expenditures of Hanesbrands are being made only in accordance with authorizations of management and directors of Hanesbrands; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of Hanesbrands’ assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate. Management has evaluated the effectiveness of Hanesbrands’ internal control over financial reporting as of January 1, 2022, based upon criteria for effective internal control over financial reporting described in *Internal Control — Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”). Based on this evaluation, management concluded that Hanesbrands’ internal control over financial reporting was effective as of January 1, 2022.

The effectiveness of our internal control over financial reporting as of January 1, 2022 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report, which is included on the following pages.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Hanesbrands Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Hanesbrands Inc. and its subsidiaries (the “Company”) as of January 1, 2022 and January 2, 2021, and the related consolidated statements of income, of comprehensive income, of stockholders’ equity and of cash flows for each of the three years in the period ended January 1, 2022, including the related notes (collectively referred to as the “consolidated financial statements”). We also have audited the Company’s internal control over financial reporting as of January 1, 2022, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of January 1, 2022 and January 2, 2021, and the results of its operations and its cash flows for each of the three years in the period ended January 1, 2022 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of January 1, 2022, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Change in Accounting Principle

As discussed in Note 2 to the consolidated financial statements, the Company changed the manner in which it accounts for leases in 2019.

Basis for Opinions

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

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

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

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

Critical Audit Matters

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

Impairment Assessments – Goodwill of Certain Reporting Units and Indefinite-Lived Trademarks

As described in Notes 2, 3 and 11 to the consolidated financial statements, the Company's goodwill and indefinite-lived trademarks balances were \$1,133 million and \$1,250 million, of which \$1,088 million is included in Trademarks and other identifiable intangibles, net and \$162 million is included in Current assets held for sale, respectively, as of January 1, 2022. These assets are assessed for impairment at least annually, as of the first day of the Company's third fiscal quarter, and as triggering events occur. The impairment test consists of comparing the fair value of the reporting unit or intangible asset, which is determined using the income approach, to its carrying value. If the carrying value exceeds the fair value of the asset, an impairment loss is recognized in an amount equal to such excess. Fair values of reporting units and intangible assets are primarily based on future cash flows projected to be generated from that asset. In performing the discounted cash flow analysis, management makes various judgments, estimates and assumptions, the most significant of which are the assumptions related to revenue growth rates, operating profit margin rates, terminal growth rates, and discount rates. Rates used to discount cash flows are dependent upon interest rates and the cost of capital at a point in time.

The principal considerations for our determination that performing procedures relating to the impairment assessments for goodwill of certain reporting units and indefinite-lived trademarks is a critical audit matter are (i) the significant judgment by management when developing the fair value measurement of certain reporting units and indefinite-lived trademarks; (ii) a high degree of auditor judgment, subjectivity and effort in performing procedures and evaluating management's significant assumptions related to the revenue growth rates, operating profit margin rates, terminal growth rates, and discount rates; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's goodwill and indefinite-lived trademarks impairment assessments, including controls over the valuation of the Company's reporting units and indefinite-lived trademarks. These procedures also included, among others (i) testing management's process for developing the fair value estimate of certain reporting units and indefinite-lived trademarks; (ii) evaluating the appropriateness of the discounted cash flow analysis; (iii) testing the completeness and accuracy of underlying data used in the analysis; and (iv) evaluating the significant assumptions used by management related to the revenue growth rates, operating profit margin rates, terminal growth rates, and discount rates. Evaluating management's assumptions related to revenue growth rates, operating profit margin rates, and terminal growth rates involved evaluating whether the assumptions were reasonable considering (i) the current and past performance of the reporting units and branded products associated with the trademarks; (ii) the consistency with external market and industry data; and (iii) whether these assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in the evaluation of the discount rates assumption.

/s/ PricewaterhouseCoopers LLP
Greensboro, North Carolina
February 16, 2022

We have served as the Company's auditor since 2006.

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

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Net sales	\$ 6,801,240	\$ 6,127,161	\$ 6,425,716
Cost of sales	4,149,541	4,524,461	3,997,014
Gross profit	2,651,699	1,602,700	2,428,702
Selling, general and administrative expenses	1,853,971	1,560,034	1,578,017
Operating profit	797,728	42,666	850,685
Other expenses	53,586	20,655	30,201
Interest expense, net	163,067	164,238	176,924
Income (loss) from continuing operations before income tax expense	581,075	(142,227)	643,560
Income tax expense (benefit)	60,107	(109,940)	70,236
Income (loss) from continuing operations	520,968	(32,287)	573,324
Income (loss) from discontinued operations, net of tax	(443,744)	(43,292)	27,396
Net income (loss)	\$ 77,224	\$ (75,579)	\$ 600,720
Earnings (loss) per share - basic:			
Continuing operations	\$ 1.48	\$ (0.09)	\$ 1.57
Discontinued operations	(1.26)	(0.12)	0.08
Net income (loss)	\$ 0.22	\$ (0.21)	\$ 1.65
Earnings (loss) per share - diluted:			
Continuing operations	\$ 1.48	\$ (0.09)	\$ 1.57
Discontinued operations	(1.26)	(0.12)	0.07
Net income (loss)	\$ 0.22	\$ (0.21)	\$ 1.64

See accompanying notes to Consolidated Financial Statements.

HANESBRANDS INC.**Consolidated Statements of Comprehensive Income**
(in thousands)

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Net income (loss)	\$ 77,224	\$ (75,579)	\$ 600,720
Other comprehensive income (loss):			
Translation adjustments	(81,181)	104,318	(7,153)
Unrealized gain (loss) on qualifying cash flow hedges, net of tax of \$(9,170), \$6,870, and \$6,222, respectively	22,612	(24,454)	(10,806)
Unrecognized income (loss) from pension and postretirement plans, net of tax of \$(25,644), \$10,195, and \$9,047, respectively	73,925	(29,175)	(25,006)
Total other comprehensive income (loss)	15,356	50,689	(42,965)
Comprehensive income (loss)	\$ 92,580	\$ (24,890)	\$ 557,755

See accompanying notes to Consolidated Financial Statements.

HANESBRANDS INC.

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

	January 1, 2022	January 2, 2021
Assets		
Cash and cash equivalents	\$ 536,277	\$ 900,615
Trade accounts receivable, net	894,151	768,221
Inventories	1,584,015	1,367,758
Other current assets	186,503	158,700
Current assets held for sale	327,157	234,086
Total current assets	3,528,103	3,429,380
Property, net	441,401	477,821
Right-of-use assets	363,854	432,631
Trademarks and other identifiable intangibles, net	1,220,170	1,293,847
Goodwill	1,133,095	1,158,938
Deferred tax assets	327,804	367,976
Other noncurrent assets	57,009	64,773
Noncurrent assets held for sale	—	494,501
Total assets	\$ 7,071,436	\$ 7,719,867
Liabilities and Stockholders' Equity		
Accounts payable	\$ 1,214,847	\$ 891,868
Accrued liabilities and other:		
Payroll and employee benefits	155,859	120,892
Advertising and promotion	241,555	173,010
Other	263,364	315,962
Lease liabilities	109,526	136,510
Current portion of long-term debt	25,000	263,936
Current liabilities held for sale	316,902	222,183
Total current liabilities	2,327,053	2,124,361
Long-term debt	3,326,091	3,739,434
Lease liabilities - noncurrent	281,852	331,577
Pension and postretirement benefits	248,518	381,457
Other noncurrent liabilities	185,429	216,091
Noncurrent liabilities held for sale	—	112,989
Total liabilities	6,368,943	6,905,909
Stockholders' equity:		
Preferred stock (50,000,000 authorized shares; \$.01 par value)		
Issued and outstanding — None	—	—
Common stock (2,000,000,000 authorized shares; \$.01 par value)		
Issued and outstanding — 349,903,253 and 348,802,220, respectively	3,499	3,488
Additional paid-in capital	315,337	307,883
Retained earnings	935,260	1,069,546
Accumulated other comprehensive loss	(551,603)	(566,959)
Total stockholders' equity	702,493	813,958
Total liabilities and stockholders' equity	\$ 7,071,436	\$ 7,719,867

See accompanying notes to Consolidated Financial Statements.

HANESBRANDS INC.

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

	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total
	Shares	Amount				
Balances at December 29, 2018	361,330	\$ 3,613	\$ 284,877	\$ 1,079,503	\$ (495,867)	\$ 872,126
Net income	—	—	—	600,720	—	600,720
Dividends (\$0.60 per common share)	—	—	—	(219,371)	—	(219,371)
Other comprehensive loss	—	—	—	—	(42,965)	(42,965)
Stock-based compensation	—	—	8,908	—	—	8,908
Net exercise of stock options, vesting of restricted stock units and other	1,119	11	(3,764)	—	—	(3,753)
Modification of deferred compensation plans	—	—	14,374	—	—	14,374
Cumulative effect of change in adoption of leases standard	—	—	—	6,556	—	6,556
Stranded tax related to U.S. pension plan	—	—	—	78,816	(78,816)	—
Balances at December 28, 2019	362,449	\$ 3,624	\$ 304,395	\$ 1,546,224	\$ (617,648)	\$ 1,236,595
Net loss	—	—	—	(75,579)	—	(75,579)
Dividends (\$0.60 per common share)	—	—	—	(213,230)	—	(213,230)
Other comprehensive income	—	—	—	—	50,689	50,689
Stock-based compensation	—	—	18,664	—	—	18,664
Net exercise of stock options, vesting of restricted stock units and other	817	9	(2,921)	—	—	(2,912)
Share repurchases	(14,464)	(145)	(12,255)	(187,869)	—	(200,269)
Balances at January 2, 2021	348,802	\$ 3,488	\$ 307,883	\$ 1,069,546	\$ (566,959)	\$ 813,958
Net income	—	—	—	77,224	—	77,224
Dividends (\$0.60 per common share)	—	—	—	(211,510)	—	(211,510)
Other comprehensive income	—	—	—	—	15,356	15,356
Stock-based compensation	—	—	16,290	—	—	16,290
Net exercise of stock options, vesting of restricted stock units and other	1,101	11	(8,836)	—	—	(8,825)
Balances at January 1, 2022	349,903	\$ 3,499	\$ 315,337	\$ 935,260	\$ (551,603)	\$ 702,493

See accompanying notes to Consolidated Financial Statements.

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

	Years Ended		
	January 1, 2022 ⁽¹⁾	January 2, 2021 ⁽¹⁾	December 28, 2019 ⁽¹⁾
Operating activities:			
Net income (loss)	\$ 77,224	\$ (75,579)	\$ 600,720
Adjustments to reconcile net income (loss) to net cash from operating activities:			
Depreciation	81,669	95,759	96,030
Amortization of acquisition intangibles	20,390	24,718	24,868
Other amortization	12,139	11,969	10,069
Inventory write-down charges	—	584,671	—
Impairment of intangible assets and goodwill	163,047	45,492	—
Loss on classification of assets held for sale	312,359	—	—
Loss on extinguishment of debt	43,739	—	—
Amortization of debt issuance costs	12,305	11,565	10,731
Stock compensation expense	16,630	18,969	9,277
Deferred taxes	3,934	(161,215)	41,817
Other	(2,084)	8,501	5,033
Changes in assets and liabilities:			
Accounts receivable	(181,173)	(6,945)	45,157
Inventories	(293,455)	(136,057)	147,330
Other assets	(40,636)	(1,144)	(6,597)
Accounts payable	368,753	(32,641)	(67,390)
Accrued pension and postretirement benefits	(40,768)	(18,832)	(9,843)
Accrued liabilities and other	69,336	79,238	(103,770)
Net cash from operating activities	623,409	448,469	803,432
Investing activities:			
Capital expenditures	(69,272)	(53,735)	(101,084)
Proceeds from sales of assets	2,809	671	4,884
Acquisition of businesses, net of cash acquired	—	—	(25,232)
Other	14,008	11,982	11,772
Net cash from investing activities	(52,455)	(41,082)	(109,660)
Financing activities:			
Borrowings on Term Loan Facilities	1,000,000	—	—
Repayments on Term Loan Facilities	(925,000)	—	(413,498)
Borrowings on Accounts Receivable Securitization Facility	—	227,061	246,417
Repayments on Accounts Receivable Securitization Facility	—	(227,061)	(408,025)
Borrowings on Revolving Loan Facilities	—	1,638,000	3,198,277
Repayments on Revolving Loan Facilities	—	(1,756,189)	(3,199,592)
Borrowings on Senior Notes	—	700,000	—
Repayments on Senior Notes	(700,000)	—	—
Borrowings on International Debt	—	31,222	27,680
Repayments on International Debt	—	(36,383)	(48,327)
Borrowings on notes payable	149,287	234,682	341,117
Repayments on notes payable	(149,739)	(239,008)	(342,576)
Share repurchases	—	(200,269)	—
Cash dividends paid	(209,484)	(210,385)	(216,958)
Payments to amend and refinance credit facilities	(43,186)	(15,018)	(1,203)
Other	(9,898)	(4,483)	(7,322)
Net cash from financing activities	(888,020)	142,169	(824,010)
Effect of changes in foreign exchange rates on cash	(32,908)	31,124	4,429
Change in cash, cash equivalents and restricted cash	(349,974)	580,680	(125,809)
Cash, cash equivalents and restricted cash at beginning of year	910,603	329,923	455,732
Cash, cash equivalents and restricted cash at end of year	560,629	910,603	329,923
Less restricted cash at end of year	—	1,166	1,047
Cash and cash equivalents at end of year	\$ 560,629	\$ 909,437	\$ 328,876
Balances included in the Consolidated Balance Sheets:			
Cash and cash equivalents	\$ 536,277	\$ 900,615	
Cash and cash equivalents included in current assets held for sale	24,352	8,822	
Cash and cash equivalents at end of year	\$ 560,629	\$ 909,437	

(1) The cash flows related to discontinued operations have not been segregated and remain included in the major classes of assets and liabilities. Accordingly, the Consolidated Statements of Cash Flows include the results of continuing and discontinued operations.

See accompanying notes to Consolidated Financial Statements.



HANESBRANDS INC.

Notes to Consolidated Financial Statements
Years ended January 1, 2022, January 2, 2021 and December 28, 2019
(amounts in thousands, except per share data)

(1) Basis of Presentation

Hanesbrands Inc., a Maryland corporation (the “Company”), is a consumer goods company with a portfolio of leading apparel brands, including *Hanes*, *Champion*, *Bonds*, *Bali*, *Maidenform*, *Playtex*, *Bras N Things*, *JMS/Just My Size*, *Alternative*, *Berlei*, *Wonderbra*, *Gear for Sports* and *Comfortwash*. The Company designs, manufactures, sources and sells a broad range of basic apparel such as T-shirts, bras, panties, shapewear, underwear, socks and activewear.

The Company’s fiscal year ends on the Saturday closest to December 31. All references to “2021”, “2020” and “2019” relate to the 52-week fiscal year ended on January 1, 2022, the 53-week fiscal year ended on January 2, 2021 and the 52-week fiscal year ended on December 28, 2019, respectively. Two subsidiaries of the Company close one day after the Company’s consolidated year end. The difference in reporting of financial information for these subsidiaries did not have a material impact on the Company’s financial condition, results of operations or cash flows.

Business Strategy

In late 2020, the Company undertook a comprehensive global business review focused on building consumer-centric growth. The review resulted in the Company’s Full Potential plan, which is its multi-year growth strategy that focuses on four pillars to drive growth and enhance long-term profitability and identifies the initiatives to unlock growth. The Company’s four pillars of growth are to grow the *Champion* brand globally, drive growth in Innerwear with brands and products that appeal to younger consumers, drive consumer-centricity by delivering innovative products and improving awareness through investments in brand marketing and digital capabilities, and streamline its global portfolio.

In the fourth quarter of 2020, the Company began the implementation of its Full Potential plan and as part of its strategy to streamline its portfolio, the Company determined that its personal protective equipment (“PPE”) business was no longer a growth opportunity and recorded a charge of \$362,913 to write down its entire PPE inventory balance to its estimated net realizable value and a charge of \$26,400 to accrue for vendor commitments for PPE materials that were paid in 2021. Additionally, the Company commenced an initiative to reduce 20% of its SKUs in inventory in order to streamline product offerings while also implementing a formal lifecycle management process. As a result, the Company recorded a charge of \$192,704 to write down inventory to its estimated net realizable value taking into account these initiatives. These initiatives will position the Company for long-term growth by driving higher margin sales, lowering costs and improving service to customers.

In the first quarter of 2021, the Company announced that as part of its Full Potential plan, it was exploring alternatives for its European Innerwear business and subsequently reached the decision to exit this business. The Company determined that its European Innerwear business met held-for-sale and discontinued operations accounting criteria at the end of the first quarter of 2021. Accordingly, the Company began to separately report the results of its European Innerwear business as discontinued operations in its Consolidated Statements of Income, and to present the related assets and liabilities as held for sale in the Consolidated Balance Sheets. These changes have been applied to all periods presented. On November 4, 2021, the Company announced that it reached an agreement to sell its European Innerwear business to an affiliate of Regent, L.P., pending the completion of consultation with the European and French works councils representing employees of the European Innerwear business and customary closing conditions. See Note “Assets and Liabilities Held for Sale” for additional information.

In addition, 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 plan. The Company determined that its U.S. Sheer Hosiery business met held-for-sale accounting criteria in the fourth quarter of 2021, and the related assets and liabilities are presented as held for sale in the Consolidated Balance Sheets at January 1, 2022. The operations of the U.S. Sheer Hosiery business are reported in “Other” for all periods presented in Note “Business Segment Information”. The Company is currently exploring potential purchasers for this business and expects to complete the sale of this business within one year. See Note “Assets and Liabilities Held for Sale” for additional information.

HANESBRANDS INC.**Notes to Consolidated Financial Statements — (Continued)
Years ended January 1, 2022, January 2, 2021 and December 28, 2019
(amounts in thousands, except per share data)*****Impact of COVID-19***

The global coronavirus ("COVID-19") pandemic impacted the Company's business operations and financial results in 2020 and 2021, primarily through reduced traffic and closures of Company-operated and third-party retail locations for portions of each of 2021 and 2020 in certain markets and global supply chain disruptions in both periods. In 2020, sales of PPE, used to help mitigate the spread of the COVID-19 virus, partially offset the negative impact of the decline in net sales and earnings due to the COVID-19 pandemic on the Company's financial results. In 2020, the Company's operating results also reflected impairment charges related to intangible assets and goodwill, charges to reserve for increased excess and obsolete inventory, bad debt charges and charges to re-start the Company's supply chain following the extended shut-down of parts of its manufacturing network in 2020 due to the ongoing effects of the COVID-19 pandemic. Global supply chain disruptions primarily due to port congestion, transportation delays as well as labor and container shortages have resulted in higher operating costs and higher levels of inflation. The future impact of the COVID-19 pandemic remains highly uncertain, and the Company's business and results of operations, including its net revenues, earnings and cash flows, could continue to be adversely impacted. See Part I, Item 1A. "Risk Factors" in this Annual Report on Form 10-K for additional discussion.

(2) Summary of Significant Accounting Policies***(a) Consolidation***

The accompanying consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation, except for certain intercompany sales and related profit and receivables from the Company's supply chain to the European Innerwear business, which is classified as discontinued operations in the consolidated financial statements. See Note "Assets and Liabilities Held for Sale" for additional information.

(b) Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles ("GAAP") requires management to make use of estimates and assumptions that affect the reported amount of assets and liabilities, certain financial statement disclosures at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may vary from these estimates.

(c) Foreign Currency Translation

Foreign currency-denominated assets and liabilities are translated into U.S. dollars at exchange rates existing at the respective balance sheet dates. Translation adjustments resulting from fluctuations in exchange rates are recorded as a separate component of accumulated other comprehensive loss ("AOCI") within stockholders' equity. The Company translates the results of operations of its foreign operations at the average exchange rates during the respective periods. Gains and losses resulting from foreign currency transactions are included in both the "Cost of sales" and "Selling, general and administrative expenses" lines in the Consolidated Statements of Income.

(d) Sales Recognition and Incentives

The Company recognizes revenue when obligations under the terms of a contract with a customer are satisfied, which occurs at a point in time, upon either shipment or delivery to the customer. Revenue is measured as the amount of consideration the Company expects to receive in exchange for transferring goods, which includes estimates for variable consideration. The Company records a sales reduction for returns and allowances based upon historical return experience. The Company earns royalty revenues 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 licensee. The Company offers a variety of sales incentives to resellers and consumers of its products, and the policies regarding the recognition and display of these incentives within the Consolidated Statements of Income are as follows:

Discounts, Coupons, and Rebates

The Company provides customers with discounts and rebates that are explicitly stated in the Company's contracts and are recorded as a reduction of revenue in the period the product revenue is recognized. The cost of these incentives is estimated

HANESBRANDS INC.**Notes to Consolidated Financial Statements — (Continued)
Years ended January 1, 2022, January 2, 2021 and December 28, 2019
(amounts in thousands, except per share data)**

using a number of factors, including historical utilization and redemption rates. The Company includes incentives offered in the form of free products in the determination of cost of sales.

For all variable consideration, where appropriate, the Company estimates the amount using the expected value, which takes into consideration historical experience, current contractual requirements, specific known market events and forecasted customer buying and payment patterns. Overall, these reserves reflect the Company's best estimates of the amount of consideration to which the customer is entitled based on the terms of the contracts.

Volume-Based Incentives

Volume-based incentives involve rebates or refunds of cash that are redeemable only if the customer completes a specified number of sales transactions. Under these incentive programs, the Company estimates the anticipated rebate to be paid and allocates a portion of the estimated cost of the rebate to each underlying sales transaction with the customer. The Company records volume-based incentives as a reduction of revenue.

Cooperative Advertising

Under cooperative advertising arrangements, the Company agrees to reimburse the retailer for a portion of the costs incurred by the retailer to advertise and promote certain of the Company's products. The Company recognizes the cost of cooperative advertising programs in the period in which the advertising and promotional activity takes place as a reduction of revenue.

Fixtures and Racks

Store fixtures and racks are periodically used by resellers to display Company products. The Company expenses the cost of these fixtures and racks in the period in which they are delivered to the resellers. The Company includes the costs of fixtures and racks incurred by resellers and charged back to the Company in the determination of net sales. Fixtures and racks purchased by the Company and provided to resellers are included in the "Selling, general and administrative expenses" line in the Consolidated Statements of Income.

Product Returns

The Company generally offers customers a limited right of return for a purchased product. The Company estimates the amount of its product sales that may be returned by its customers and records this as a reduction of revenue in the period the related product revenue is recognized.

(e) Advertising Expense

Advertising represents one of several brand building methods used by the Company. Advertising costs, which include the development and production of advertising materials and the communication of these materials through various forms of media, are expensed in the period the advertising first takes place. The Company recognized advertising expense in the "Selling, general and administrative expenses" line in the Consolidated Statements of Income of \$208,998, \$113,586 and \$143,734 in 2021, 2020 and 2019, respectively.

(f) Shipping and Handling Costs

Revenue received for shipping and handling costs is included in net sales and was \$19,461, \$18,943 and \$19,536 in 2021, 2020 and 2019, respectively. Shipping costs, which comprise payments to third-party shippers, and handling costs, which consist of warehousing costs in the Company's various distribution facilities, were \$447,131, \$389,252 and \$394,906 in 2021, 2020 and 2019, respectively. The Company recognizes shipping, handling and distribution costs in the "Selling, general and administrative expenses" line in the Consolidated Statements of Income.

(g) Research and Development

Research and development costs are expensed as incurred and are included in the "Selling, general and administrative expenses" line in the Consolidated Statements of Income. Research and development includes expenditures for new product, technological improvements for existing products and process innovation, which primarily consist of salaries, consulting and supplies attributable to time spent on research and development activities. Additional costs include depreciation and

HANESBRANDS INC.

Notes to Consolidated Financial Statements — (Continued)
Years ended January 1, 2022, January 2, 2021 and December 28, 2019
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maintenance for research and development equipment and facilities. Research and development expense was \$39,320, \$37,367 and \$41,782 in 2021, 2020 and 2019, respectively.

(h) Defined Contribution Benefit Plans

The Company sponsors 401(k) plans as well as other defined contribution benefit plans. Expense for these plans was \$37,979, \$34,720 and \$27,938 in 2021, 2020 and 2019, respectively.

(i) Cash and Cash Equivalents

All highly liquid investments with an original maturity of three months or less at the time of purchase are considered to be cash equivalents. Cash that is subject to legal restrictions or is unavailable for general operating purposes is classified as restricted cash and is included within "Other current assets" in the Consolidated Balance Sheets.

As of January 2, 2021, an indemnification escrow balance of A\$1,517 (U.S. \$1,166) related to the Company's 2018 acquisition of BNT Holdco Pty Limited was held in one of the Company's bank accounts and classified as restricted cash in the "Other current assets" line in the Consolidated Balance Sheets. This balance was paid to the sellers in the second quarter of 2021. The Company had no restricted cash as of January 1, 2022.

(j) Accounts Receivable Valuation

Accounts receivable are stated at their net realizable value. The allowance for doubtful accounts reflects the Company's best estimate of probable losses inherent in the accounts receivable portfolio. Trade receivables are evaluated on a collection (pool) basis and aggregated on the basis of similar risk characteristics which are determined on the basis of historical losses, the aging of trade receivables, industry trends, and its customers' financial strength, credit standing and payment and default history.

(k) Inventory Valuation

Inventories are stated at the estimated lower of cost or net realizable value. Cost is determined by the first-in, first-out, or "FIFO," method for inventories. Obsolete, damaged, and excess inventory is carried at the net realizable value, which is determined by assessing historical recovery rates, current market conditions and future marketing and sales plans. Rebates, discounts and other cash consideration received from a vendor related to inventory purchases are reflected as reductions in the cost of the related inventory item and are therefore reflected in cost of sales when the related inventory item is sold.

(l) Property

Property is stated at historical cost and depreciation expense is computed using the straight-line method over the estimated useful lives of the assets. Machinery and equipment is depreciated over periods ranging from one to 15 years and buildings and building improvements over periods of up to 40 years. A change in the depreciable life is treated as a change in accounting estimate and the accelerated depreciation is accounted for in the period of change and future periods. Additions and improvements that substantially extend the useful life of a particular asset and interest costs incurred during the construction period of major properties are capitalized. Repairs and maintenance costs are expensed as incurred. Upon sale or disposition of an asset, the cost and related accumulated depreciation are removed from the accounts.

Property is tested for recoverability whenever events or changes in circumstances indicate that its carrying value may not be recoverable. Such events include significant adverse changes in the business climate, several periods of operating or cash flow losses, forecasted continuing losses or a current expectation that an asset or an asset group will be disposed of before the end of its useful life. Recoverability of property is evaluated by a comparison of the carrying amount of an asset or asset group to future net undiscounted cash flows expected to be generated by the asset or asset group. If these comparisons indicate that an asset is not recoverable, the impairment loss recognized is the amount by which the carrying amount of the asset exceeds the estimated fair value. When an impairment loss is recognized for assets to be held and used, the adjusted carrying amount of those assets is depreciated over its remaining useful life. Restoration of a previously recognized impairment loss is not permitted under GAAP.

HANESBRANDS INC.**Notes to Consolidated Financial Statements — (Continued)**
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(amounts in thousands, except per share data)***(m) Leases***

In February 2016, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2016-02, “Leases (Topic 842)”, which requires lessees to recognize a right-of-use asset and a lease liability for all leases that are not short-term in nature. The Company adopted the new rules in the first quarter of 2019 utilizing the modified retrospective method and elected the package of practical expedients permitted under the transition guidance within the new standard which among other things, allowed the Company to carry forward the historical lease classification. The Company did not elect the hindsight practical expedient to determine the lease term for existing leases.

The Company determines whether an arrangement is a lease at inception. The Company has operating leases for real estate (primarily retail stores and operating facilities) and certain equipment. The Company’s finance leases are not material. Leases with a term of 12 months or less are not recorded on the balance sheet; the Company recognizes lease expense for these leases on a straight-line basis over the lease term. For lease agreements entered into after adoption of Topic 842, the Company combines lease and nonlease components as a single component for all asset classes.

The exercise of lease renewal options is at the Company’s sole discretion. In general, for leased retail real estate, the Company will not include renewal options in the underlying lease term. However, if a situation arises where the lessor has control over the option periods, then the Company will include these periods within the lease term. The depreciable life of assets and leasehold improvements are limited by the expected lease term.

Certain of the Company’s lease agreements include rental payments based on a percentage of retail sales over contractual levels and others include rental payments adjusted periodically for inflation. The Company’s lease agreements do not contain any material residual value guarantees or material restrictive covenants.

As most of the Company’s leases do not provide an implicit rate, the Company uses its incremental borrowing rate based on the information available at the lease commencement date in determining the present value of lease payments.

In light of temporary store closures related to the COVID-19 pandemic, the Company took actions in 2020 and 2021 with respect to certain of its existing leases, including withholding rent payments and engaging with landlords to obtain rent deferrals and other rent concessions. Consistent with updated guidance from the FASB in April 2020, the Company elected to treat agreed-upon payment deferrals that resulted in the total payments required by the modified contract being substantially the same as total payments required by the contract as if there were no modifications to the lease contract. The Company elected to treat other agreed-upon rent concessions, which resulted in reduced minimum lease payments, as variable lease payments. For any agreed-upon rent concessions, which change the payment terms from minimum rental amounts to amounts based on a percentage of sales volume, the Company elected to treat such changes as lease modifications under the current lease guidance.

(n) Trademarks and Other Identifiable Intangible Assets

The primary identifiable intangible assets of the Company are trademarks, licensing agreements, customer and distributor relationships and computer software. Identifiable intangible assets with finite lives are amortized and those with indefinite lives are not amortized. The estimated useful life of a finite-lived intangible asset is based upon a number of factors, including the effects of demand, competition, expected changes in distribution channels and the level of maintenance expenditures required to obtain future cash flows. Trademarks determined to have finite lives are generally amortized over periods ranging from 10 to 20 years, license agreements are generally amortized over periods ranging from three to 15 years, customer and distributor relationships are generally amortized over periods ranging from one to 15 years and computer software and other intangibles are generally amortized over periods ranging from one to 13 years.

Identifiable intangible assets that are subject to amortization are evaluated for impairment using a process similar to that used in evaluating elements of property. Identifiable intangible assets not subject to amortization are assessed for impairment at least annually, as of the first day of the third fiscal quarter, and as triggering events occur. The impairment test for identifiable intangible assets not subject to amortization consists of comparing the fair value of the intangible asset, which is determined using the income approach, to its carrying value. If the carrying value exceeds the fair value of the asset, an impairment loss is recognized in an amount equal to such excess. Fair values of intangible assets are primarily based on future cash flows projected to be generated from that asset. In performing the discounted cash flow analysis, management makes various judgments, estimates and assumptions, the most significant of which are the assumptions related to revenue growth rates, operating profit margin rates, terminal growth rates, and discount rates. Rates used to discount cash flows are dependent upon

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interest rates and the cost of capital at a point in time. There are inherent uncertainties related to these factors and management's judgment in applying them to the analysis of intangible asset impairment.

The Company capitalizes internal software development costs incurred during the application development stage, which include the actual costs to purchase software from vendors and generally include personnel and related costs for employees who were directly associated with the enhancement and implementation of purchased computer software. Additions to computer software are included in the "Capital expenditures" line in the Consolidated Statements of Cash Flows.

(o) Goodwill

Goodwill is the amount by which the purchase price exceeds the fair value of the assets acquired and liabilities assumed in a business combination. When a business combination is completed, the assets acquired and liabilities assumed are assigned to the reporting unit or units of the Company given responsibility for managing, controlling and generating returns on these assets and liabilities. In many instances, all of the acquired assets and assumed liabilities are assigned to a single reporting unit and in these cases, all of the goodwill is assigned to the same reporting unit. In those situations in which the acquired assets and liabilities are allocated to more than one reporting unit, the goodwill to be assigned to each reporting unit is determined in a manner similar to how the amount of goodwill recognized in a business combination is determined.

Goodwill is not amortized; however, it is assessed for impairment at least annually, as of the first day of the third quarter, and as triggering events occur. In evaluating the recoverability of goodwill, the Company estimates the fair value of its reporting units, which is determined using the income approach, and compares it to the carrying value. If the carrying value of the reporting unit exceeds its fair value, an impairment loss is recognized in an amount equal to such excess. Fair values of reporting units are primarily based on future cash flows projected to be generated from that business. In performing the discounted cash flow analysis, management makes various judgments, estimates and assumptions, the most significant of which are the assumptions related to revenue growth rates, operating profit margin rates, terminal growth rates, and discount rates. Rates used to discount cash flows are dependent upon interest rates and the cost of capital at a point in time. There are inherent uncertainties related to these factors and management's judgment in applying them to the analysis of goodwill impairment.

(p) Insurance Reserves

The Company is self-insured for property, workers' compensation, medical and other casualty programs up to certain stop-loss limits. Undiscounted liabilities for self-insured exposures are accrued at the present value of the expected aggregate losses below those limits and are based on a number of assumptions, including historical trends, actuarial assumptions and economic conditions.

(q) Stock-Based Compensation

The Company established the Hanesbrands Inc. Omnibus Incentive Plan (As Amended and Restated), (the "Omnibus Incentive Plan") to award stock options, stock appreciation rights, restricted stock, restricted stock units, deferred stock units, performance shares and cash to its employees, non-employee directors and employees of its subsidiaries to promote the interests of the Company, incent performance and retain employees. Stock-based compensation is estimated at the grant date based on the award's fair value and is recognized as expense over the requisite service period. The Company estimates forfeitures for stock-based awards granted that are not expected to vest.

(r) Income Taxes

Deferred taxes are recognized for the future tax effects of temporary differences between financial and income tax reporting using tax rates in effect for the years in which the differences are expected to reverse. Given continuing losses in certain jurisdictions in which the Company operates on a separate return basis, a valuation allowance has been established for the deferred tax assets in these specific locations. The Company periodically estimates the probable tax obligations using historical experience in tax jurisdictions and informed judgment. There are inherent uncertainties related to the interpretation of tax regulations in the jurisdictions in which the Company transacts business. The judgments and estimates made at a point in time may change based on the outcome of tax audits, as well as changes to, or further interpretations of, regulations. Income tax expense is adjusted in the period in which these events occur, and these adjustments are included in the Company's Consolidated Statements of Income. If such changes take place, there is a risk that the Company's effective tax rate may increase or decrease in any period. A company must recognize the tax benefit from an uncertain tax position only if it is more

HANESBRANDS INC.**Notes to Consolidated Financial Statements — (Continued)**
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likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate resolution.

The Company continues to use a portfolio approach to release the income tax effects in accumulated other comprehensive loss related to pension and postretirement benefits. Under this approach, the income tax effects are released from accumulated other comprehensive loss based on the pre-tax adjustments to pension liabilities or assets recognized within other comprehensive income. Any tax effects remaining in accumulated other comprehensive loss are released only when the entire portfolio of the pension and postretirement benefits is liquidated, sold or extinguished.

(s) Financial Instruments

The Company uses forward foreign exchange contracts and cross-currency swap contracts to manage its exposures to movements in foreign exchange rates. The Company also uses 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 certain European subsidiaries. The use of these derivative and nonderivative financial instruments modifies the Company's exposure to these risks with the goal of reducing the risk or cost to the Company. The Company does not use derivatives for trading purposes and is not a party to leveraged derivative contracts.

Depending on the nature of the underlying risk being hedged, these derivative and nonderivative financial instruments are accounted for either as cash flow, net investment or mark to market hedges against changes in the value of the hedged item. Derivatives are recorded in the Consolidated Balance Sheets at fair value. The fair value is based upon either market quotes for actively traded instruments or independent bids for nonexchange traded instruments. The accounting for changes in fair value of a derivative instrument depends on whether the instrument has been designated and qualifies as part of a hedging relationship. The Company determines whether a derivative instrument meets the criteria for cash flow or net investment hedge accounting treatment on the date the derivative is executed. Derivatives accounted for as mark to market hedges are not designated as hedges for accounting purposes.

The Company formally documents its hedge relationships, including identifying the hedging instruments and the hedged items, as well as its risk management objectives and strategies for undertaking the hedge transaction. This process includes linking financial instruments to the hedged assets, liabilities, firm commitments, forecasted transactions or net investments.

The Company may be exposed to credit losses in the event of nonperformance by individual counterparties or the entire group of counterparties to the Company's derivative contracts. Risk of nonperformance by counterparties is mitigated by dealing with highly rated counterparties and by diversifying across counterparties.

Cash Flow Hedges

For a cash flow hedge, the Company formally assesses, both at inception and on at least a quarterly basis thereafter, whether the designated derivative instrument is highly effective in offsetting changes in cash flows of the hedged item. The change in the fair value of a derivative instrument that is designated and highly effective as a cash flow hedge is recorded as a deferred gain or loss in the "Accumulated other comprehensive loss" line in the Consolidated Balance Sheets. When the hedged item affects the income statement, the deferred gain or loss on the derivative instrument is reclassified from AOCI and recorded on the same line in the Consolidated Statements of Income as the hedged item. 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. If it is determined that a designated derivative instrument ceases to be a highly effective cash flow hedge, or if the anticipated transaction is no longer likely to occur, the Company discontinues hedge accounting, and any deferred gain or loss is reclassified from AOCI and recorded on the same line in the Consolidated Statements of Income as the hedged item.

Cash flows from derivatives designated as cash flow hedges are classified in the same category as the item being hedged in the Consolidated Statements of Cash Flows.

Net Investment Hedges

For a net investment hedge, the Company formally assesses, both at inception and on a quarterly basis thereafter, whether the designated financial instrument is highly effective as an economic hedge of foreign exchange risk associated with the hedged net investment. The change in the fair value of a derivative instrument or the change in the carrying value of a

HANESBRANDS INC.**Notes to Consolidated Financial Statements — (Continued)**
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nonderivative financial instrument that is designated and highly effective as a net investment hedge is recorded as a deferred gain or loss in the cumulative translation adjustment component of AOCI, offsetting the translation gain or loss for the net investment being hedged.

The Company assesses net investment hedge effectiveness and measures net investment hedge results for both derivative and nonderivative hedging instruments on an after-tax basis. The interest component of a cross-currency swap derivative contract designated in a highly effective net investment hedge is excluded from the assessment of hedge effectiveness and is initially recorded in the cumulative translation adjustment component of AOCI. This excluded component is amortized in earnings using a systematic and rational method over the term of the cross-currency swap derivative contract and recorded in the “Interest expense, net” line in the Consolidated Statements of Income.

If a net investment hedging relationship ceases to be highly effective, the Company discontinues hedge accounting, and any future change in the fair value of the derivative hedging instrument or future change in the carrying value of the nonderivative hedging instrument is recorded in the “Other expenses” line in the Consolidated Statements of Income, which is where the gain or loss on the sale or substantial liquidation of the underlying net investment would be recorded. However, any deferred gain or loss previously recorded in the cumulative translation adjustment component of AOCI will remain in AOCI until the hedged net investment is sold or substantially liquidated, at which time the cumulative deferred gain or loss is reclassified from AOCI and recorded in the “Other expenses” line in the Consolidated Statements of Income.

Cash flows from the periodic and final settlements of the cross-currency swap contracts are reported as cash flows from investing activities in the Consolidated Statements of Cash Flows because the hedged item is a net investment in foreign subsidiaries, and the cash paid or received from acquiring or selling the subsidiaries would typically be classified as investing.

Mark to Market Hedges

A derivative instrument whose change in fair value is used to hedge against changes in the value of a hedged item, but which is not designated as a hedge under the accounting standards, is accounted for as a mark to market hedge. These derivatives are recorded at fair value in the Consolidated Balance Sheets when the hedged item is recorded as an asset or liability and then are revalued each accounting period. Changes in the fair value of derivatives accounted for as mark to market hedges are reported in the “Cost of sales” and “Selling, general and administrative expenses” lines in the Consolidated Statements of Income.

Cash flows from derivatives not designated as hedges are classified as cash flows from operating activities in the Consolidated Statements of Cash Flows.

(t) Assets and Liabilities Acquired in Business Combinations

Business combinations are accounted for using the purchase method, which requires the Company to allocate the cost of an acquired business to the acquired assets and assumed liabilities based on their estimated fair values at the acquisition date. The Company recognizes the excess of an acquired business’ cost over the fair value of acquired assets and assumed liabilities as goodwill. Fair values are determined using the income approach based on market participant assumptions focusing on future cash flow projections and accepted industry standards.

(u) Recently Issued Accounting Pronouncements***Income Taxes***

In December 2019, the FASB issued ASU 2019-12, “Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes.” The new accounting rules reduce complexity by removing specific exceptions to general principles related to intraperiod tax allocations, ownership changes in foreign investments, and interim period income tax accounting for year-to-date losses that exceed anticipated losses. The new accounting rules also simplify accounting for franchise taxes that are partially based on income, transactions with a government that result in a step up in the tax basis of goodwill, separate financial statements of legal entities that are not subject to tax, and enacted changes in tax laws in interim periods. The new accounting rules were effective for the Company in the first quarter of 2021. The adoption of the new accounting rules did not have a material impact on the Company’s financial condition, results of operations, cash flows or disclosures.

HANESBRANDS INC.**Notes to Consolidated Financial Statements — (Continued)
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(amounts in thousands, except per share data)*****Codification Improvements***

In October 2020, the FASB issued ASU 2020-10, “Codification Improvements.” The new accounting rules improve the consistency of the Codification by including all disclosure guidance in the appropriate Disclosure Section (Section 50) that had only been included in the Other Presentation Matters Section (Section 45) of the Codification. Additionally, the new rules also clarify guidance across various topics including defined benefit plans, foreign currency transactions, and interest expense. The new accounting rules were effective for the Company in the first quarter of 2021. The adoption of the new accounting rules did not have a material impact on the Company’s financial conditions, results of operations, cash flows or disclosures.

Reference Rate Reform

In March 2020, the FASB issued 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. The amendments in this standard can be adopted any time before the fourth quarter of 2022. 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 Topic 606 to recognize and measure contract assets and contract liabilities in a business combination. The new accounting rules will be effective for the Company in the first quarter of 2023, including interim periods within those years. Early adoption is permitted. The adoption impact of the new accounting rules will depend on the magnitude of future acquisitions.

(v) Reclassifications

Certain prior year amounts in the notes to the Consolidated Financial Statements, have been reclassified to conform with the current year presentation. These classifications within the statements had no impact on the Company’s results of operations. In addition, in the first quarter of 2021, the Company began to separately report the results of its European Innerwear business as discontinued operations in its Consolidated Statements of Income, and to present the related assets and liabilities as held for sale in the Consolidated Balance Sheets for all periods presented.

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(3) Assets and Liabilities Held for Sale

Assets and liabilities classified as held for sale in the Consolidated Balance Sheets as of January 1, 2022 and January 2, 2021 consist of the following:

	January 1, 2022	January 2, 2021
U.S. Sheer Hosiery business - continuing operations	\$ 5,426	\$ —
European Innerwear business - discontinued operations	321,731	234,086
Total current assets held for sale	\$ 327,157	\$ 234,086
Noncurrent assets held for sale - European Innerwear business - discontinued operations	\$ —	\$ 494,501
U.S. Sheer Hosiery business - continuing operations	\$ 5,426	\$ —
European Innerwear business - discontinued operations	311,476	222,183
Total current liabilities held for sale	\$ 316,902	\$ 222,183
Noncurrent liabilities held for sale - European Innerwear business - discontinued operations	\$ —	\$ 112,989

U.S. Sheer Hosiery Business - Continuing Operations

In 2020, the Company determined that there was a triggering event associated with its U.S. Sheer Hosiery reporting unit due to a significant decline in performance below management's expectations and loss of a future wholesale sheer hosiery program. As a result, the Company recorded impairment charges for the full amount of goodwill related to the U.S. Sheer Hosiery reporting unit of \$25,173, which are reflected in the "Selling, general and administrative expenses" line in the Consolidated Statements of Income in 2020. 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 plan. The Company determined that its U.S. Sheer Hosiery business met held-for-sale accounting criteria in the fourth quarter of 2021, and the related assets and liabilities are presented as held for sale in the Consolidated Balance Sheets at January 1, 2022. The Company recorded a non-cash charge of \$38,364, which is reflected in the "Selling, general and administrative expenses" line in the Consolidated Statements of Income, 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. The operations of the U.S. Sheer Hosiery business are reported in "Other" for all periods presented in Note "Business Segment Information". The Company is currently exploring potential purchasers for this business and expects to complete the sale of this business within one year.

European Innerwear Business - Discontinued Operations

In the first quarter of 2021, the Company announced that as part of its Full Potential plan, it was exploring alternatives for its European Innerwear business and subsequently reached the decision to exit this business. The Company determined that its European Innerwear business met held-for-sale and discontinued operations accounting criteria at the end of the first quarter of 2021. Accordingly, the Company began to separately report the results of its European Innerwear business as discontinued operations in its Consolidated Statements of Income, and to present the related assets and liabilities as held for sale in the Consolidated Balance Sheets. These changes have been applied to all periods presented. On November 4, 2021, the Company announced that it reached an agreement to sell its European Innerwear business to an affiliate of Regent, L.P., pending the completion of consultation with the European and French works councils representing employees of the European Innerwear business and customary closing conditions. Under the agreement, the purchaser will acquire all of the assets and operating liabilities of the European Innerwear business. The transaction is expected to close in the first quarter of 2022.

The operations of the European Innerwear business were previously reported primarily in the International segment. Certain expenses related to its operations were included in general corporate expenses, restructuring and other action-related charges and amortization of intangibles which were previously excluded from segment operating profit and have been reclassified to discontinued operations for all periods presented. Discontinued operations does not include any allocation of corporate overhead expense or interest expense.

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Upon meeting the criteria for held-for-sale classification which qualified as a triggering event, the Company performed a full impairment analysis of the disposal group's indefinite-lived intangible assets and goodwill. As a result of the strategic decision to exit the European Innerwear business, forecasts were revised to include updated market conditions and the removal of strategic operating decisions that would no longer occur under the Company's ownership. The revised forecasts indicated impairment of certain indefinite-lived trademarks and license agreements as well as the full goodwill balance attributable to the European Innerwear business. As a result of this impairment analysis, a non-cash charge of \$155,745 was recorded as "Impairment of intangible assets and goodwill" in the summarized discontinued operations financial information in 2021. In addition, the Company recorded non-cash charges of \$7,253 and \$273,995 as "Loss on classification of assets held for sale" in the summarized discontinued operations financial information for the quarter and year ended January 1, 2022, respectively, 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. The non-cash charge recorded in the quarter ended January 1, 2022 primarily resulted from changes in working capital balances and foreign exchange rates. The Company will continue to assess the valuation allowance in each interim period until the European Innerwear business is sold. Additionally, the Company recorded an impairment charge of \$7,302 in continuing operations on an indefinite-lived trademark in 2021 which is reflected in the "Selling, general and administrative expenses" line in the Consolidated Statements of Income. This charge relates to the full impairment of an indefinite-lived trademark related to a specific brand within the European Innerwear business that was excluded from the disposal group as it is not being marketed for sale. The Company intends to exit this brand subsequent to the sale of the European Innerwear business.

During the second quarter of 2020, the Company completed a quantitative impairment analysis for certain indefinite-lived intangible assets as a result of the significant impact of the COVID-19 pandemic on their performance. Based on this analysis, the Company recorded impairment charges of \$20,319 on certain indefinite-lived trademarks and other intangible assets within the European Innerwear business which are reflected in the "Impairment of intangible assets and goodwill" line in the summarized discontinued operations financial information in 2020.

The Company expects to continue certain sales from its supply chain to the European Innerwear business on a transitional basis after the sale of the business. Those sales and the related profit are included in continuing operations in the Consolidated Statements of Income and in "Other" in Note "Business Segment Information" in all periods presented and have not been eliminated as intercompany transactions in consolidation. The related receivables from the European Innerwear business have been reclassified to "Trade accounts receivable, net" in the Consolidated Balance Sheets for all periods presented.

The operating results of the discontinued operations only reflect revenues and expenses that are directly attributable to the European Innerwear business that will be eliminated from continuing operations. The key components from discontinued operations related to the European Innerwear business are as follows:

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Net sales	\$ 546,558	\$ 598,322	\$ 598,548
Cost of sales	294,383	352,758	307,920
Gross profit	252,175	245,564	290,628
Selling, general and administrative expenses	274,408	261,410	251,583
Impairment of intangible assets and goodwill	155,745	20,319	—
Loss on classification of assets held for sale	273,995	—	—
Operating income (loss)	(451,973)	(36,165)	39,045
Other expenses	2,178	2,477	1,223
Interest expense, net	613	2,253	1,655
Income (loss) from discontinued operations before income tax expense	(454,764)	(40,895)	36,167
Income tax expense (benefit)	(11,020)	2,397	8,771
Net income (loss) from discontinued operations, net of tax	\$ (443,744)	\$ (43,292)	\$ 27,396

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Assets and liabilities of discontinued operations classified as held for sale in the Consolidated Balance Sheets as of January 1, 2022 and January 2, 2021 consist of the following:

	January 1, 2022	January 2, 2021 ⁽¹⁾
Cash and cash equivalents	\$ 24,352	\$ 8,822
Trade accounts receivable, net	87,353	84,632
Inventories	141,653	123,337
Other current assets	21,926	17,295
Property, net	62,659	67,950
Right-of-use assets	32,603	34,637
Trademarks and other identifiable intangibles, net ⁽²⁾	205,204	284,170
Goodwill	—	96,692
Deferred tax assets	4,174	5,438
Other noncurrent assets	4,127	5,614
Allowance to adjust assets to estimated fair value, less costs of disposal	(262,320)	—
Total assets of discontinued operations	\$ 321,731	\$ 728,587
Accounts payable	\$ 84,327	\$ 77,636
Accrued liabilities	122,620	133,431
Lease liabilities	6,562	10,332
Notes payable	329	784
Lease liabilities - noncurrent	27,426	28,775
Pension and postretirement benefits	38,325	46,569
Other noncurrent liabilities	31,887	37,645
Total liabilities of discontinued operations	\$ 311,476	\$ 335,172

(1) Amounts at January 2, 2021 have been classified as current and long-term in the Consolidated Balance Sheets.

(2) The “Trademarks and other identifiable intangibles, net” line in the table above includes \$161,693 and \$229,315 of indefinite-lived trademarks as of January 1, 2022 and January 2, 2021, respectively.

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

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Depreciation	\$ 2,608	\$ 11,650	\$ 10,572
Amortization	\$ 1,460	\$ 5,829	\$ 5,332
Capital expenditures	\$ 8,462	\$ 4,160	\$ 11,827
Impairment of intangible assets and goodwill	\$ 155,745	\$ 20,319	\$ —
Loss on classification of assets held for sale	\$ 273,995	\$ —	\$ —
Capital expenditures included in accounts payable at end of period	\$ 1,079	\$ 3,767	\$ 3,035
Right-of-use assets obtained in exchange for lease obligations	\$ 8,672	\$ 3,738	\$ 2,027

(4) Revenue Recognition

Revenue is recognized when obligations under the terms of a contract with a customer are satisfied, which occurs at a point in time, upon either shipment or delivery to the customer. Revenue is measured as the amount of consideration the Company expects to receive in exchange for transferring goods, which includes estimates for variable consideration. Variable consideration includes trade discounts, rebates, volume-based incentives, cooperative advertising and product returns, which are offered within contracts between the Company and its customers, employing the practical expedient for contract costs. Incidental items that are immaterial to the context of the contract are recognized as expense at the transaction date.

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

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Third-party brick-and-mortar wholesale	\$ 4,777,623	\$ 4,334,088	\$ 4,832,397
Consumer-directed	2,023,617	1,793,073	1,593,319
Total net sales	\$ 6,801,240	\$ 6,127,161	\$ 6,425,716

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. Also included within third-party brick-and-mortar wholesale revenue is royalty revenue from licensing 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. Additionally, third-party brick-and-mortar wholesale revenue for the year ended January 2, 2021 includes \$518,309 of revenue from contracts with governments generated from the sale of both cloth face coverings and gowns for use to help mitigate the spread of the virus during the COVID-19 pandemic.

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) Earnings Per Share

Basic earnings per share ("EPS") was computed by dividing net income (loss) by the number of weighted average shares of common stock outstanding during the period. Diluted EPS 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 shares outstanding is as follows:

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Basic weighted average shares outstanding	351,028	352,766	364,709
Effect of potentially dilutive securities:			
Stock options	16	—	430
Restricted stock units	1,031	—	376
Employee stock purchase plan and other	3	—	4
Diluted weighted average shares outstanding	352,078	352,766	365,519

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

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Stock options	167	219	—
Restricted stock units	32	621	—

In 2020, all potentially dilutive securities were excluded from the diluted earnings per share calculation because the Company incurred a net loss for the year and their inclusion would be anti-dilutive.

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(6) Stock-Based Compensation

The Company established the Omnibus Incentive Plan to award stock options, stock appreciation rights, restricted stock, restricted stock units, deferred stock units, performance shares and cash to its employees, non-employee directors and employees of its subsidiaries to promote the interests of the Company, incent performance and retain employees. In April 2020, the stockholders of the Company approved the Hanesbrands Inc. 2020 Omnibus Incentive Plan (the “2020 Omnibus Plan”). The Company satisfies the requirement for common shares for share-based payments to employees pursuant to the 2020 Omnibus Plan by issuing newly authorized shares. The 2020 Omnibus Plan authorized a total of 11,000 shares of common stock of the Company for awards granted under the 2020 Omnibus Plan, plus the number of shares of common stock of the Company available for grant under the predecessor Hanesbrands Inc. Omnibus Incentive Plan (the “Prior Plan”) that had not yet been made subject to awards under the Prior Plan as of the effective date of the 2020 Omnibus Plan. The 2020 Omnibus Plan authorized 74,220 shares for awards of stock options and restricted stock units, of which 16,469 shares were available for future grants as of January 1, 2022.

In addition, during 2020, the Company granted stock awards to two newly hired executive officers outside of the 2020 Omnibus Plan in reliance on the employment inducement exemption under the New York Stock Exchange’s Listed Company Manual Rule 303A.08.

Stock Options

Under the Omnibus Incentive Plan, the exercise price of each stock option equals the closing market price of the Company’s stock on the date of grant. Options granted vest ratably over three years and can be exercised over a term of 10 years. The fair value of each option grant was estimated on the date of grant using the Black-Scholes option-pricing model. There were no options granted during 2021, 2020 or 2019 under the Omnibus Incentive Plan.

During 2020, the Company granted 250 stock options to a newly hired executive officer outside of the 2020 Omnibus Plan in reliance on the employment inducement exemption under the New York Stock Exchange’s Listed Company Manual Rule 303A.08. The exercise price of each stock option equals either the closing market price of the Company’s stock on the date of grant or the closing market price of the Company’s stock on the date of grant multiplied by a specified exercise premium factor applicable to each option. Options granted vest ratably over three years and can be exercised over a term of 10 years. The fair value of each option grant was estimated on the date of grant using the Black-Scholes option-pricing model. The following table includes the assumptions for the Black-Scholes option-pricing model used in determining the fair value of these options granted during 2020.

	<u>Year Ended</u> <u>January 2,</u> <u>2021</u>
Dividend yield	5.00 %
Risk-free interest rate	0.31 %
Volatility	39.97 %
Expected term (years)	6

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The dividend yield assumption is based on the Company's historical dividend payments. The risk-free rate of interest is based on the yield of a zero-coupon U.S. Treasury bond on the date the award is granted having a maturity approximately equal to the expected term of the award. The expected volatility, expected term and forfeitures are estimated based on the historical experience of the Company's stock price, exercise experience and employee turnover data, respectively.

A summary of the changes in stock options outstanding to the Company's employees is presented below:

	Shares	Weighted-Average Exercise Price	Aggregate Intrinsic Value	Weighted-Average Remaining Contractual Term (Years)
Options outstanding at December 29, 2018	783	\$ 6.51	\$ 4,449	1.54
Granted	—	—	—	—
Exercised	(312)	6.09	—	—
Options outstanding at December 28, 2019	471	\$ 6.79	\$ 3,786	0.94
Granted	250	17.18	—	—
Exercised	(471)	6.79	—	—
Options outstanding at January 2, 2021	250	\$ 17.18	\$ 22	9.59
Granted	—	—	—	—
Exercised	—	—	—	—
Options outstanding at January 1, 2022	250	\$ 17.18	\$ 200	8.59
Options exercisable at January 1, 2022	83	\$ 14.32	\$ 200	8.59

There were no stock option exercises during 2021. The total intrinsic value of options that were exercised during 2020 and 2019 was \$3,299 and \$3,084, respectively.

Stock Unit Awards

Under the Omnibus Incentive Plan, restricted stock units ("RSUs") of the Company's stock are granted to certain Company non-employee directors and employees to incent performance and retention over periods of one to three years. Upon vesting, the RSUs are converted into shares of the Company's common stock on a one-for-one basis and issued to the grantees. Some RSUs which have been granted under the Omnibus Incentive Plan vest upon continued future service to the Company, while others also have a performance-based vesting feature. The cost of these awards is determined using the fair value of the shares on the date of grant, and compensation expense is recognized over the period during which the grantees provide the requisite service to the Company.

During 2020, the Company granted 225,399 RSUs to two newly hired executive officers outside of the 2020 Omnibus Plan in reliance on the employment inducement exemption under the New York Stock Exchange's Listed Company Manual Rule 303A.08. These grants included 119,143 non-performance based awards which vest upon continued future service to the Company and 106,256 performance-based awards which have a performance-based vesting feature. These RSUs are granted to induce employment and incent performance and retention over periods of two to three years. Upon vesting, the RSUs are converted into shares of the Company's common stock on a one-for-one basis and issued to the grantees. The cost of these awards is determined using the fair value of the shares on the date of grant, and compensation expense is recognized over the period during which the grantees provide the requisite service to the Company.

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A summary of the changes in the restricted stock unit awards outstanding is presented below:

	Shares	Weighted-Average Grant Date Fair Value	Aggregate Intrinsic Value	Weighted-Average Remaining Contractual Term (Years)
Nonvested share units outstanding at December 29, 2018	3,261	\$ 18.53	\$ 39,747	2.23
Granted — non-performanced based	114	16.20		
Granted — performanced based	(93)	20.71		
Vested	(1,246)	20.66		
Forfeited	(169)	17.52		
Nonvested share units outstanding at December 28, 2019	1,867	\$ 16.93	\$ 27,692	1.50
Granted — non-performanced based	1,006	14.26		
Granted — performanced based	1,124	14.40		
Vested	(803)	19.08		
Forfeited	(83)	15.53		
Nonvested share units outstanding at January 2, 2021	3,111	\$ 14.64	\$ 45,361	1.32
Granted — non-performanced based	970	16.11		
Granted — performanced based	(149)	16.22		
Vested	(1,694)	14.87		
Forfeited	(117)	15.36		
Nonvested share units outstanding at January 1, 2022	2,121	\$ 16.53	\$ 35,455	1.18

The total fair value of shares vested during 2021, 2020 and 2019 was \$25,201, \$15,325 and \$25,730, respectively. Certain participants elected to defer receipt of shares earned upon vesting.

In addition to granting RSUs that vest solely upon continued future service to the Company, the Company also grants performanced-based RSUs where the number of shares of the Company's common stock that will be received upon vesting range from 0% to 200% of the number of units granted based on the Company's achievement of certain performance metrics. These performanced-based stock awards, which are included in the table above, represent awards that are earned based on future performance and service. As reported in the above table, the number of performanced-based RSUs granted each year represents the initial units granted on the date of grant plus or minus any adjustment for units that were earned based on the final achievement of the respective performance thresholds.

For all share-based payments under the Omnibus Incentive Plan and outside the Omnibus Incentive Plan in 2020, the Company recognized compensation expense and deferred tax benefits as follows:

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Compensation expense included in continuing operations	\$ 16,065	\$ 18,202	\$ 8,453
Compensation expense included in discontinued operations	225	462	455
Total compensation expense	\$ 16,290	\$ 18,664	\$ 8,908
Deferred tax benefit recognized in continuing operations	\$ 2,499	\$ 1,808	\$ 1,470

At January 1, 2022, there was \$25,019 of total unrecognized compensation cost related to non-vested stock-based compensation arrangements, of which \$14,156, \$9,586, and \$1,277 is expected to be recognized in continuing operations in 2022, 2023, and 2024, respectively.

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(7) Trade Accounts Receivable
Allowances for Trade Accounts Receivable

The changes in the Company's allowance for doubtful accounts and allowance for chargebacks and other deductions are as follows:

	Allowance for Doubtful Accounts	Allowance for Chargebacks and Other Deductions	Total
Balance at December 29, 2018	\$ 16,466	\$ 11,438	\$ 27,904
Charged to expenses	8,458	12,191	20,649
Deductions, write-offs and adjustments	(8,285)	(13,285)	(21,570)
Currency translation	(362)	(131)	(493)
Balance at December 28, 2019	\$ 16,277	\$ 10,213	\$ 26,490
Charged to expenses	31,661	14,631	46,292
Deductions, write-offs and adjustments	(14,986)	(9,864)	(24,850)
Currency translation	651	162	813
Balance at January 2, 2021	\$ 33,603	\$ 15,142	\$ 48,745
Charged to expenses	2,279	24,501	26,780
Deductions, write-offs and adjustments	2,663	(15,245)	(12,582)
Currency translation	(707)	(288)	(995)
Balance at January 1, 2022	\$ 37,838	\$ 24,110	\$ 61,948

Charges to the allowance for doubtful accounts are reflected in the "Selling, general and administrative expenses" line and charges to the allowance for customer chargebacks and other customer deductions are primarily reflected as a reduction in the "Net sales" line in the Consolidated Statements of Income. Deductions and write-offs, which do not increase or decrease income, represent write-offs of previously reserved accounts receivable and allowed customer chargebacks and deductions against gross accounts receivable.

Sales of Accounts Receivable

The Company has entered into agreements to sell selected trade accounts receivable to financial institutions based on programs offered by certain of the Company's largest customers. As a result of the strong credit worthiness 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 most agreements, after the sale, the Company does not retain any interests in the receivables and the applicable financial institution services and collects these accounts receivable directly from the customer. Net proceeds of these accounts receivable sale programs are recognized in the Consolidated Statements of Cash Flows as part of operating cash flows.

The Company recognized total funding fees of \$3,312, \$4,932 and \$9,891 in 2021, 2020 and 2019, respectively, for sales of accounts receivable to financial institutions in the "Other expenses" line in the Consolidated Statements of Income.

(8) Inventories

Inventories consisted of the following:

	January 1, 2022	January 2, 2021
Raw materials	\$ 68,683	\$ 67,111
Work in process	110,246	108,844
Finished goods	1,405,086	1,191,803
	\$ 1,584,015	\$ 1,367,758

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In the fourth quarter of 2020, the Company began the implementation of its Full Potential plan including a number of actions to simplify its business including streamlining its portfolio and SKU rationalization. Specifically, the Company no longer viewed PPE as a future growth opportunity for the Company. The Company recorded a charge of \$362,913 to write down its entire PPE inventory balance to its estimated net realizable value. Additionally, the Company commenced an initiative to reduce 20% of its SKUs in inventory in order to streamline product offerings while also implementing a formal lifecycle management process. As a result, the Company recorded a charge of \$192,704 to write down inventory to its estimated net realizable value taking into account its initiatives.

(9) Property, Net

Property is summarized as follows:

	January 1, 2022	January 2, 2021
Land	\$ 26,368	\$ 26,850
Buildings and improvements	430,235	455,636
Machinery and equipment	998,891	1,065,541
Construction in progress	42,375	21,234
	1,497,869	1,569,261
Less accumulated depreciation	1,056,468	1,091,440
Property, net	<u>\$ 441,401</u>	<u>\$ 477,821</u>

Capital expenditures included in accounts payable at January 1, 2022, January 2, 2021 and December 28, 2019 were \$23,085, \$14,164 and \$16,292, respectively.

(10) Leases

The Company has operating leases for real estate (primarily retail stores and operating facilities) and certain equipment. The Company's finance leases are not material. The Company's leases have remaining lease terms of one month to 36 years, some of which include options to extend the leases for up to 15 years, and some of which include options to terminate the leases within one year.

Total operating lease costs, which includes short-term leases and variable cost, were \$236,139, \$218,506 and \$211,020 for 2021, 2020 and 2019, respectively. For 2021, 2020 and 2019, variable costs of \$77,496, \$69,210 and \$64,062, respectively, were included in total operating lease costs. Short-term lease costs were immaterial for 2021, 2020 and 2019.

The following table presents supplemental cash flow and non-cash information related to leases:

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Cash paid for amounts included in the measurement of lease liabilities - operating cash flows from leases	\$ 157,138	\$ 179,591	\$ 147,597
Right-of-use assets obtained in exchange for lease obligations - non-cash activity	\$ 59,864	\$ 47,349	\$ 64,469

The following table presents supplemental information related to lease terms and discount rates:

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Weighted average remaining lease term	4.7 years	5.0 years	5.4 years
Weighted average discount rate	4.55 %	4.65 %	4.89 %

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The following table presents maturities of operating lease liabilities as of January 1, 2022:

2022	\$	127,939
2023		104,410
2024		67,572
2025		46,216
2026		31,469
Thereafter		55,399
Total lease payments		433,005
Less interest		41,627
	\$	<u>391,378</u>

As of January 1, 2022, the Company's additional operating lease contracts that have not yet commenced are immaterial.

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Notes to Consolidated Financial Statements — (Continued)
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(amounts in thousands, except per share data)
(11) Intangible Assets and Goodwill
(a) Intangible Assets

The primary components of the Company's intangible assets and the related accumulated amortization are as follows:

	Gross	Accumulated Amortization	Net Book Value
Year ended January 1, 2022:			
Intangible assets subject to amortization:			
Trademarks and brand names	\$ 43,187	\$ 29,678	\$ 13,509
Licensing agreements	92,370	65,828	26,542
Customer and distributor relationships	132,971	78,647	54,324
Computer software	97,464	62,064	35,400
Other intangibles	3,984	3,720	264
	<u>\$ 369,976</u>	<u>\$ 239,937</u>	<u>130,039</u>
Intangible assets not subject to amortization:			
Trademarks			1,087,881
Perpetual licensing agreements and other			2,250
Net book value of intangible assets			<u>\$ 1,220,170</u>
	Gross	Accumulated Amortization	Net Book Value
Year ended January 2, 2021:			
Intangible assets subject to amortization:			
Trademarks and brand names	\$ 37,273	\$ 30,073	\$ 7,200
Licensing agreements	92,561	60,608	31,953
Customer and distributor relationships	137,732	69,073	68,659
Computer software	86,054	53,303	32,751
Other intangibles	3,876	3,374	502
	<u>\$ 357,496</u>	<u>\$ 216,431</u>	<u>141,065</u>
Intangible assets not subject to amortization:			
Trademarks			1,150,532
Perpetual licensing agreements and other			2,250
Net book value of intangible assets			<u>\$ 1,293,847</u>

In the first quarter of 2021, the Company recorded an impairment charge of \$7,302 to fully impair an indefinite-lived trademark related to a specific brand within the European Innerwear business that was excluded from the disposal group as it is not being marketed for sale. The Company intends to exit this brand subsequent to the sale of the European Innerwear business. This impairment charge is reflected in the "Selling, general and administrative expenses" line in the Consolidated Statements of Income for the year ended January 1, 2022.

In connection with the annual impairment testing performed in the third quarter of 2021, the Company performed a quantitative assessment, utilizing an income approach to estimate the fair value of each indefinite-lived intangible asset. The most significant assumptions include the weighted average cost of capital, revenue growth rate, terminal growth rate and operating profit margin, all of which are used to estimate the fair value of the indefinite-lived intangible assets. The tests indicated the indefinite-lived intangible assets had fair values that exceeded their carrying values, and no impairment of trademarks or other identifiable intangible assets was identified as a result of the annual testing conducted in 2021.

The amortization expense in continuing operations for intangible assets subject to amortization was \$31,069, \$30,858 and \$29,605 for 2021, 2020 and 2019, respectively. The estimated amortization expense for the next five years, assuming no change in the estimated useful lives of identifiable intangible assets or changes in foreign exchange rates is as follows: \$26,398 in 2022, \$23,724 in 2023, \$20,209 in 2024, \$17,920 in 2025 and \$11,413 in 2026.

HANESBRANDS INC.
Notes to Consolidated Financial Statements — (Continued)
Years ended January 1, 2022, January 2, 2021 and December 28, 2019
(amounts in thousands, except per share data)
(b) Goodwill

Goodwill and the changes in those amounts during the period are as follows:

	Innerwear	Activewear	International	Other	Total
Net book value at December 28, 2019	\$ 406,853	\$ 316,384	\$ 397,611	\$ 27,673	\$ 1,148,521
Impairment	—	—	—	(25,173)	(25,173)
Currency translation	—	—	35,590	—	35,590
Net book value at January 2, 2021	\$ 406,853	\$ 316,384	\$ 433,201	\$ 2,500	\$ 1,158,938
Currency translation	—	—	(25,843)	—	(25,843)
Net book value at January 1, 2022	<u>\$ 406,853</u>	<u>\$ 316,384</u>	<u>\$ 407,358</u>	<u>\$ 2,500</u>	<u>\$ 1,133,095</u>

In connection with the annual goodwill impairment testing performed during the third quarter of 2021, the Company performed a quantitative assessment utilizing an income approach to estimate the fair value of each reporting unit. The most significant assumptions include the weighted average cost of capital, revenue growth rate, terminal growth rate and operating profit margin, all of which are used to estimate the fair value of the reporting units. The tests indicated the reporting units had fair values that exceeded their carrying values, and no impairment of goodwill was identified as a result of the annual testing conducted in 2021.

In 2020, the Company determined that there was a triggering event associated with its U.S. Sheer Hosiery reporting unit due to a significant decline in performance below management's expectations and loss of a future wholesale sheer hosiery program. As a result, the Company recorded impairment charges for the full amount of goodwill related to the U.S. Sheer Hosiery reporting unit of \$25,173, which are reflected in the "Selling, general and administrative expenses" line in the Consolidated Statements of Income in 2020. 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 plan. See Note "Assets and Liabilities Held for Sale" for additional information.

(12) Debt

A summary of the Company's debt is presented below:

	Interest Rate as of January 1, 2022	Principal Amount		Maturity Date
		January 1, 2022	January 2, 2021	
Senior Secured Credit Facility:				
Revolving Loan Facility	—	\$ —	\$ —	November 2026
Term Loan A	1.38%	1,000,000	625,000	November 2026
Term Loan B	—	—	300,000	—
5.375% Senior Notes	—	—	700,000	—
4.875% Senior Notes	4.88%	900,000	900,000	May 2026
4.625% Senior Notes	4.63%	900,000	900,000	May 2024
3.5% Senior Notes	3.50%	568,634	610,724	June 2024
Accounts Receivable Securitization Facility	—	—	—	June 2022
		3,368,634	4,035,724	
Less long-term debt issuance costs		17,543	32,354	
Less current maturities		25,000	263,936	
		<u>\$ 3,326,091</u>	<u>\$ 3,739,434</u>	

As of January 1, 2022 the Company's primary financing arrangements were the senior secured credit facility (the "Senior Secured Credit Facility"), 4.875% senior notes (the "4.875% Senior Notes"), 4.625% senior notes (the "4.625% Senior Notes"), 3.5% senior notes (the "3.5% Senior Notes") and the Accounts Receivable Securitization Facility. The outstanding balances at January 1, 2022 and January 2, 2021 are reported in the "Current portion of long-term debt" and "Long-term debt" lines in the Consolidated Balance Sheets.

HANESBRANDS INC.**Notes to Consolidated Financial Statements — (Continued)**
Years ended January 1, 2022, January 2, 2021 and December 28, 2019
(amounts in thousands, except per share data)***Senior Secured Credit Facility***

In March 2021, the Company repaid the outstanding balance of the Term Loan B which consisted of a required excess cash flow prepayment of \$238,936 and a voluntary prepayment of \$61,064.

In November 2021, the Company amended and restated its Senior Secured Credit Facility to provide for potential committed aggregate borrowings of up to \$2,000,000, consisting of a \$1,000,000 Revolving Loan Facility and a \$1,000,000 Term Loan Facility, to extend the maturity date of the Senior Secured Credit Facility from December 2022 to November 2026 and to refinance the Australian Revolving Loan Facility that was originally entered into in July 2016 under the Company's Syndicated Facility as a joinder to the Senior Secured Credit Facility. The Australian Revolving Loan Facility, which was previously amended in July 2021 to extend the maturity date to July 2022, was incorporated into the \$1,000,000 Revolving Loan Facility on the date the amendment to the Senior Secured Credit Facility became effective.

The \$1,000,000 Revolving Loan Facility, a portion of which is available to be borrowed in Euros or Australian dollars, will be used for general corporate purposes and working capital needs. All borrowings under the Revolving Loan Facility may be repaid and reborrowed from time to time without penalty but must be repaid in full upon maturity.

The proceeds of the \$1,000,000 Term Loan Facility were used to refinance the Term Loan A, which resulted in an increase in term loan borrowings of \$390,625 on the date the amendment became effective, and to redeem, together with cash on hand, the 5.375% Senior Notes. Outstanding borrowings under the Term Loan A are repayable in equal quarterly installments of the following amounts per annum, calculated as a percentage of the original principal amount: 2.5% in years one and two, 5.0% in years three and four and 7.5% in year five, with the remainder to be repaid at maturity. 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.

Redemption of the 5.375% Senior Notes required payment of a make-whole premium of \$34,840. The redemption of the 5.375% Senior Notes and the refinancing of the Senior Secured Credit Facility resulted in a non-cash charge of \$8,899 for the write-off of unamortized debt issuance costs. The Company incurred fees of \$9,729 related to the refinancing, of which \$1,960 was charged to expense and \$7,769 was capitalized as debt issuance costs that are being amortized to interest expense over the remaining term of the Senior Secured Credit Facility. The make-whole premium payment, debt issuance costs write-off and fees charged to expense resulted in a one-time charge of \$45,699, which is reported in the "Other expenses" line in the Consolidated Statements of Income. 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 Consolidated Statements of Cash Flows.

Borrowings under the Senior Secured Credit Facility bear interest at a variable rate based on, at the Company's option, either LIBOR or an alternative base rate (both as defined in the Senior Secured Credit Facility), or the appropriate LIBOR benchmark for non-U.S. dollar borrowings, plus, in each case, an applicable margin. The applicable margin is based on the Company's leverage ratio (as defined in the Senior Secured Credit Facility), ranging from a maximum of 1.75% in the case of LIBOR-based loans and 0.75% in the case of base rate loans if the Company's leverage ratio is greater than or equal to 4.50 to 1.00, and will step down in varying increments to a minimum of 1.00% in the case of LIBOR-based loans and 0.00% in the case of base rate loans if the Company's leverage ratio is less than 2.25 to 1.00. The applicable margin was 1.25% for LIBOR-based loans and 0.25% for base rate loans as of January 1, 2022. The Senior Secured Credit Facility provides a mechanism for determining an alternative rate of interest in the event that the LIBOR or LIBOR benchmark rates cease to be provided or are no longer representative of the underlying market and economic reality they are intended to measure. Interest is payable quarterly for base rate loans, but the Company has the option to pay interest on a more frequent, or less frequent, basis for LIBOR-based loans.

The commitment fee for the unused portion of the Revolving Loan Facility is based on the Company's leverage ratio (as defined in the Senior Secured Credit Facility), ranging from a maximum of 0.25% when the leverage ratio is greater than or equal to 4.50 to 1.00, and will step down in varying increments to a minimum of 0.15% when the leverage ratio is less than 2.25 to 1.00. The commitment fee was 0.20% as of January 1, 2022.

A portion of the Revolving Loan Facility is available for the issuances of letters of credit and the making of swingline loans, and any such issuance of letters of credit or making of a swingline loan will reduce the amount available under the Revolving Loan Facility. As of January 1, 2022, the Company had \$4,176 of standby and trade letters of credit issued and

HANESBRANDS INC.**Notes to Consolidated Financial Statements — (Continued)**
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outstanding and \$995,824 of borrowing availability under the Revolving Loan Facility.

At the Company's option, it may add one or more tranches of term loans or increase the commitments under the Revolving Loan Facility so long as certain conditions are satisfied, including, among others, that no default or event of default is in existence, the Company is in pro forma compliance with the financial covenants set forth in the Senior Secured Credit Facility and the Company's senior secured leverage ratio is not greater than 3.50 to 1.00 on a pro forma basis after giving effect to the incurrence of such indebtedness.

The Senior Secured Credit Facility is guaranteed by substantially all of the Company's existing and future direct and indirect U.S. subsidiaries and certain foreign subsidiaries, with certain customary or agreed-upon exceptions for certain subsidiaries. The Senior Secured Credit Facility is secured by the equity interests of substantially all of the Company's direct and indirect U.S. subsidiaries and 65% of the voting securities of certain first tier foreign subsidiaries and substantially all present and future property and assets of the Company and each guarantor, except for certain enumerated interests.

The Senior Secured Credit Facility requires the Company to comply with customary affirmative, negative and financial covenants. The financial covenants include 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.

The Senior Secured Credit Facility contains customary events of default, including nonpayment of principal when due; nonpayment of interest, fees or other amounts after stated grace period; material inaccuracy of representations and warranties; violations of covenants; certain bankruptcies and liquidations; any cross-default to material indebtedness; certain material judgments; certain events related to the ERISA, actual or asserted invalidity of any guarantee, security document or subordination provision or non-perfection of security interest, and a change in control (as defined in the Senior Secured Credit Facility). As of January 1, 2022, the Company was in compliance with all financial covenants set forth in the Senior Secured Credit Facility agreement.

5.375% Senior Notes

In May 2020, the Company issued \$700,000 aggregate principal amount of 5.375% Senior Notes, with interest payable on May 15 and November 15 of each year. The 5.375% Senior Notes, which were scheduled to mature in May 2025, were redeemed in full in November 2021 in connection with the refinancing of the Senior Secured Credit Facility.

4.875% Senior Notes and 4.625% Senior Notes

In May 2016, the Company issued \$900,000 aggregate principal amount of 4.875% Senior Notes and \$900,000 aggregate principal amount of 4.625% Senior Notes (collectively, the "USD Senior Notes"), with interest payable on May 15 and November 15 of each year. The 4.875% Senior Notes will mature in May 2026 and the 4.625% Senior Notes will mature in May 2024. The issuance of the USD Senior Notes resulted in net proceeds of approximately \$1,773,000, which were used to redeem in full the Company's 6.375% Senior Notes and reduce the outstanding borrowings under the Revolving Loan Facility.

On or after February 15, 2026, in the case of the 4.875% Senior Notes, and February 15, 2024, in the case of the 4.625% Senior Notes, the Company may redeem all or a portion of such notes at a price equal to 100% of the principal amount, plus any accrued and unpaid interest.

The USD Senior Notes are senior unsecured obligations of the Company and are fully and unconditionally guaranteed, subject to certain exceptions, by substantially all of the Company's current domestic subsidiaries. The indenture governing the USD Senior Notes limits the ability of the Company and its subsidiaries to incur liens, enter into certain sale and leaseback transactions and consolidate, merge or sell all or substantially all of their assets. The indenture also contains customary events of default which include (subject in certain cases to customary grace and cure periods), among others, nonpayment of principal or interest; breach of other agreements in such indenture; failure to pay certain other indebtedness; failure to pay certain final judgments; failure of certain guarantees to be enforceable; and certain events of bankruptcy or insolvency.

The USD Senior Notes were issued in a transaction exempt from registration under the Securities Act and do not require disclosure of separate financial information for the guarantor subsidiaries.

HANESBRANDS INC.**Notes to Consolidated Financial Statements — (Continued)**
Years ended January 1, 2022, January 2, 2021 and December 28, 2019
(amounts in thousands, except per share data)**3.5% Senior Notes**

In June 2016, the Company issued €500,000 aggregate principal amount of 3.5% Senior Notes, with interest payable on June 15 and December 15 of each year. The 3.5% Senior Notes will mature in June 2024. The issuance of the 3.5% Senior Notes resulted in net proceeds of approximately €492,500, which were used to fund a portion of the acquisition of Champion Europe and Hanes Australasia.

On or after March 15, 2024, the Company may redeem all or a portion of the 3.5% Senior Notes at a price equal to 100% of the principal amount, plus any accrued and unpaid interest. The Company may also redeem all, but not less than all, of the 3.5% Senior Notes upon the occurrence of certain changes in applicable tax law.

The 3.5% Senior Notes are senior unsecured obligations of the Company and are fully and unconditionally guaranteed, subject to certain exceptions, by the Company and certain of its subsidiaries under the Company's Senior Secured Credit Facility. The indenture governing the 3.5% Senior Notes limits the ability of the Company and other guarantors to incur certain liens, enter into certain sale and leaseback transactions and consolidate, merge or sell all or substantially all of their assets. The indenture also contains customary events of default which include (subject in certain cases to customary grace and cure periods), among others, nonpayment of principal or interest; breach of other agreements in the indenture; failure to pay certain other indebtedness; certain events of bankruptcy, insolvency or reorganization; failure to pay certain final judgments; and failure of certain guarantees to be enforceable.

The 3.5% Senior Notes were issued in a transaction exempt from registration under the Securities Act and do not require disclosure of separate financial information for the guarantor subsidiaries.

Accounts Receivable Securitization Facility

Borrowings under the Accounts Receivable Securitization Facility are permitted only to the extent that the face value of the receivables in the collateral pool, net of applicable concentrations, reserves and other deductions, exceeds the outstanding loans and are also subject to a fluctuating facility limit, which was \$175,000 as of January 1, 2022. In March 2021, the Company amended the Accounts Receivable Securitization Facility to decrease the fluctuating facility limit, which was \$225,000 as of January 2, 2021, and extend the maturity date from March 2021 to June 2022. Additionally, the amendment changed certain ratios and borrowing base calculations, raised pricing and added certain receivables to the pledged collateral pool for the facility. The Company's maximum borrowing capacity under the Accounts Receivable Securitization Facility was \$175,000 as of January 1, 2022. The Company had \$175,000 of borrowing availability under the Accounts Receivable Securitization Facility at January 1, 2022.

Under the terms of the Accounts Receivable Securitization Facility, the Company and certain of its subsidiaries sell or otherwise assign, on an ongoing basis, certain domestic trade receivables to HBI Receivables LLC ("Receivables LLC"), a wholly owned bankruptcy-remote subsidiary that in turn pledges the trade receivables to secure the borrowings, which are funded through conduits and financial institutions that are not affiliated with the Company. Funding under the Accounts Receivable Securitization Facility is received either from conduits party to the Accounts Receivable Securitization Facility through the issuance of commercial paper in the short-term market or through committed bank purchasers. The assets and liabilities of Receivables LLC are fully reflected on the Consolidated Balance Sheets, and the securitization is treated as a secured borrowing by Receivables LLC from the third-party conduits and financial institutions party thereto for accounting purposes, but the assets of Receivables LLC will be used solely to satisfy the creditors of Receivables LLC, not the Company's other creditors. The borrowings under the Accounts Receivable Securitization Facility remain outstanding throughout the term of the agreement subject to Receivables LLC maintaining sufficient eligible receivables, by continuing to acquire trade receivables from the Company and certain of its subsidiaries, unless an event of default occurs.

Availability of funding under the Accounts Receivable Securitization Facility depends primarily upon the eligible outstanding receivables balance. The outstanding balance under the Accounts Receivable Securitization Facility is reported on the Consolidated Balance Sheets in the line "Accounts Receivable Securitization Facility." In the case of any creditors party to the Accounts Receivable Securitization Facility that are conduits, the yield on the commercial paper, which is the conduits' cost to issue the commercial paper plus certain dealer fees, is considered a financing cost and is included in the "Interest expense, net" line in the Consolidated Statements of Income. In the case of any creditors party to the Accounts Receivable Securitization Facility that are committed bank purchasers, the interest rate would be payable at the Company's option at the rate announced from time to time by PNC Bank, N.A. as its prime rate or at the LIBO Rate (as defined in the Accounts Receivable Securitization Facility) plus the applicable margin in effect from time to time. If the LIBO Rate (as defined in the Accounts

HANESBRANDS INC.**Notes to Consolidated Financial Statements — (Continued)**
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Receivable Securitization Facility) is unavailable or otherwise does not accurately reflect the costs to these creditors related to the borrowings, the interest rate would be the prime rate. These amounts are also considered financing costs and are included in the “Interest expense, net” line in the Consolidated Statements of Income. In addition, Receivables LLC is required to make certain indemnity and other payments to a conduit purchaser, a committed purchaser, or certain entities that provide funding to or are affiliated with them, including in the event that assets and liabilities of a conduit purchaser subject to the Accounts Receivable Securitization Facility are consolidated for financial and/or regulatory accounting purposes with certain other entities.

The Accounts Receivable Securitization Facility contains customary events of default and requires the Company to maintain the same interest coverage ratio and leverage ratio contained from time to time in the Senior Secured Credit Facility, provided that any changes to such covenants will only be applicable for purposes of the Accounts Receivable Securitization Facility if approved by the managing agents or their affiliates. As of January 1, 2022, the Company was in compliance with all financial covenants.

Future Principal Payments

Future principal payments for all of the facilities described above are as follows: \$25,000 due in 2022, \$37,500 due in 2023, \$1,518,634 due in 2024, \$62,500 due in 2025 and \$1,725,000 due in 2026.

Cash Paid for Interest

Total cash paid for interest related to debt in 2021, 2020 and 2019 was \$161,202, \$157,094 and \$171,458, respectively.

Debt Issuance Costs

During 2021, 2020 and 2019, the Company paid \$8,346, \$15,010 and \$840, respectively, in capitalized debt issuance costs related to the Company’s financing arrangements within continuing operations. Debt issuance costs are amortized to interest expense over the respective lives of the debt instruments, which range from one to 10 years. As of January 1, 2022, the net carrying value of unamortized debt issuance costs for the revolving loan facilities, which is included in “Other noncurrent assets” in the Consolidated Balance Sheets, was \$6,805 and the net carrying value of unamortized debt issuance costs for the remainder of the Company’s debt, which is included in “Long-term debt” in the Consolidated Balance Sheets was \$17,543. The Company’s debt issuance cost amortization in continuing operations was \$12,305, \$11,349 and \$10,577 in 2021, 2020 and 2019, respectively.

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Notes to Consolidated Financial Statements — (Continued)
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(13) Defined Benefit Pension Plans

At January 1, 2022, the Company's pension plans consisted of the Hanesbrands Inc. Pension Plan, various nonqualified retirement plans and international plans, which include certain defined benefit plans acquired in connection with the purchases of Champion Europe and Hanes Australasia. Benefits under the Hanesbrands Inc. Pension Plan were frozen effective December 31, 2005.

The components of net periodic benefit cost and other amounts recognized in other comprehensive income (loss) of the Company's noncontributory defined benefit pension plans were as follows:

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Service cost	\$ 1,488	\$ 1,406	\$ 1,555
Interest cost	23,812	33,552	43,153
Expected return on assets	(45,923)	(42,278)	(44,639)
Settlement cost	861	121	9
Amortization of:			
Prior service cost	(6)	(6)	(6)
Net actuarial loss	24,440	22,277	20,014
Net periodic benefit cost	\$ 4,672	\$ 15,072	\$ 20,086
Other Changes in Plan Assets and Benefit Obligations Recognized in Other Comprehensive Income (Loss)			
Net (gain) loss	\$ (96,334)	\$ 38,484	\$ 33,436
Prior service credit	6	6	6
Total (gain) loss recognized in other comprehensive income (loss)	(96,328)	38,490	33,442
Total recognized in net periodic benefit cost and other comprehensive income (loss)	\$ (91,656)	\$ 53,562	\$ 53,528

The funded status of the Company's defined benefit pension plans at the respective year ends was as follows:

	January 1, 2022	January 2, 2021
Benefit obligation:		
Beginning of year	\$ 1,299,943	\$ 1,218,127
Service cost	1,488	1,406
Interest cost	23,812	33,552
Benefits paid	(62,525)	(58,482)
Settlements	(2,072)	(1,445)
Impact of exchange rate change	(1,128)	1,926
Actuarial (gain) loss	(43,325)	104,870
Other	(32)	(11)
End of year	1,216,161	1,299,943
Fair value of plan assets:		
Beginning of year	920,316	864,172
Actual return on plan assets	73,567	86,569
Employer contributions	44,658	28,194
Benefits paid	(62,525)	(58,482)
Settlements	(2,072)	(1,445)
Impact of exchange rate change	(314)	1,319
Other	(32)	(11)
End of year	973,598	920,316
Funded status	\$ (242,563)	\$ (379,627)

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Notes to Consolidated Financial Statements — (Continued)
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The actuarial gain in 2021 included in benefit obligations was primarily driven by increases in the U.S. discount rate assumptions. The actuarial loss in 2020 included in benefit obligations was primarily driven by decreases in the U.S. discount rate assumptions. This loss was partially offset by updates to the U.S. mortality assumptions to reflect slightly shorter life expectancies.

As most of the Company's pension plans are frozen, the accumulated benefit obligation ("ABO") approximates the benefit obligation. The total benefit obligation and the benefit obligation and fair value of plan assets for the Company's pension plans with benefit obligations in excess of plan assets are as follows:

	January 1, 2022	January 2, 2021
Benefit obligation	\$ 1,216,161	\$ 1,299,943
Plans with benefit obligation in excess of plan assets:		
Benefit obligation	1,188,558	1,268,350
Fair value of plan assets	942,733	888,739

Amounts recognized in the Company's Consolidated Balance Sheets consist of:

	January 1, 2022	January 2, 2021
Other noncurrent assets	\$ 3,262	\$ 116
Accrued liabilities and other: Payroll and employee benefits	(2,225)	(3,837)
Pension and postretirement benefits	(243,600)	(375,906)
Accumulated other comprehensive loss	(570,523)	(666,851)

Amounts recognized in accumulated other comprehensive loss consist of:

	January 1, 2022	January 2, 2021
Prior service cost	\$ (139)	\$ (145)
Actuarial loss	570,662	666,996
Accumulated other comprehensive loss	\$ 570,523	\$ 666,851

(a) Measurement Date and Assumptions

A December 31 measurement date is used to value plan assets and obligations for the pension plans. In determining the discount rate, the Company utilizes a full yield curve approach in the calculation of the plan obligation and interest cost and service cost components of net periodic benefit cost. The specific spot rates along the yield curve are applied to the relevant projected cash flows, and single equivalent discount rates are shown for disclosure purposes. The expected long-term rate of return on plan assets was based on the Company's investment policy target allocation of the asset portfolio among various asset

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classes and the expected real returns of each asset class over various periods of time. The weighted average actuarial assumptions used in measuring the net periodic benefit cost and plan obligations for the periods presented were as follows:

	January 1, 2022	January 2, 2021	December 28, 2019
Net periodic benefit cost:			
Discount rate	2.55 %	3.25 %	4.37 %
Long-term rate of return on plan assets	4.95	4.97	5.79
Rate of compensation increase ⁽¹⁾	3.10	3.07	4.90
Interest crediting rate	5.50	5.50	5.50
Plan obligations:			
Discount rate	2.88 %	2.55 %	3.25 %
Rate of compensation increase ⁽¹⁾	3.09	3.10	3.07
Interest crediting rate	5.50	5.50	5.50

(1) For January 1, 2022 and January 2, 2021, the compensation assumption only applies to certain international plans as the nonqualified retirement plan benefits are now all frozen. For December 28, 2019, the compensation increase assumption applies to certain international plans and portions of the nonqualified retirement plans, as benefits under these plans were not frozen at December 28, 2019.

(b) Plan Assets, Expected Benefit Payments, and Funding

The allocation of pension plan assets as of the respective period end measurement dates is as follows:

	January 1, 2022	January 2, 2021
Asset category:		
Hedge fund of funds	37 %	41 %
Foreign equity securities	22	16
U.S. equity securities	21	18
Debt securities	11	17
Real estate	6	5
Commodities	3	2
Cash and other	0	1

The Company's asset strategy and primary investment objective are to maximize the principal value of the plan assets to meet current and future benefit obligations to plan participants and their beneficiaries. To accomplish this goal, the assets of the plan are broadly diversified to protect against large investment losses and to reduce the likelihood of excessive volatility of returns. Diversification of assets is achieved through strategic allocations to various asset classes, as well as various investment styles within these asset classes, and by retaining multiple, third-party investment management firms with complementary investment styles and philosophies to implement these allocations. The Company has established a target asset allocation based upon analysis of risk/return trade-offs and correlations of asset mixes given long-term historical data, prospective capital market returns and forecasted liabilities of the plans. The target asset allocation approximates the actual asset allocation as of January 1, 2022. In addition to volatility protection, diversification enables the assets of the plan the best opportunity to provide adequate returns in order to meet the Company's investment return objectives. These objectives include, over a rolling five-year period, to achieve a total return that exceeds the required actuarial rate of return for the plan and to outperform a passive portfolio, consisting of a similar asset allocation.

The Company utilizes market data or assumptions that market participants would use in pricing the pension plan assets. The Level 1 assets consisted primarily of certain U.S. equity securities, certain foreign equity securities, certain debt securities and cash and cash equivalents. Certain foreign equity securities, debt securities, insurance contracts and commodity investments measured at their net asset value, which is determined based on inputs readily available in public markets, and investments in hedge funds of funds and real estate investments that are based on unobservable inputs about which little or no market data exists and are measured at a net asset value per share shall not be categorized within the fair value hierarchy. Refer to Note "Fair Value of Assets and Liabilities" for the Company's complete disclosure of the fair value of pension plan assets.

HANESBRANDS INC.

Notes to Consolidated Financial Statements — (Continued)
Years ended January 1, 2022, January 2, 2021 and December 28, 2019
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Expected benefit payments are as follows: \$65,050 in 2022, \$65,491 in 2023, \$66,161 in 2024, \$67,077 in 2025, \$68,768 in 2026 and \$348,478 in 2027 through 2031.

The Company has no required cash contributions to its U.S. pension plan in 2022 based on a preliminary calculation by its actuary. On January 4, 2021, the Company made a contribution of \$40,000 to the U.S. pension plan.

(c) Nonretirement Postemployment Benefit Plans

Certain of the international plans, specifically those acquired in connection with the purchase of Champion Europe, are in substance nonretirement postemployment benefit plans, which are future liabilities funded through future operational results of the Company. However, for purposes of consolidation, the Company is including these plans within the defined benefit reporting. At January 1, 2022 and January 2, 2021, the total amounts accrued for these plans were \$1,171 and \$1,302, respectively and the total expense was \$8, \$16 and \$21 for 2021, 2020 and 2019, respectively.

HANESBRANDS INC.
Notes to Consolidated Financial Statements — (Continued)
Years ended January 1, 2022, January 2, 2021 and December 28, 2019
(amounts in thousands, except per share data)
(14) Income Taxes

The Company generated income (loss) from continuing operations before income tax expense of \$581,075, \$(142,227), and \$643,560 for the years 2021, 2020, and 2019, respectively. The provision for income tax expense (benefit) computed by applying the U.S. statutory rate to income (loss) from continuing operations before income tax expense as reconciled to the actual provisions were:

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Income (loss) from continuing operations before income tax expense:			
Domestic	(3.3)%	445.1 %	(6.9)%
Foreign	103.3	(345.1)	106.9
	<u>100.0 %</u>	<u>100.0 %</u>	<u>100.0 %</u>
Tax expense at U.S. statutory rate	21.0 %	21.0 %	21.0 %
State income tax	(0.7)	17.0	1.1
Tax on actual and planned remittances of foreign earnings	1.5	5.4	(0.4)
Tax on foreign earnings due to U.S. tax reform including measurement period adjustments	(0.3)	26.9	—
Tax on foreign earnings (U.S. tax reform - GILTI and FDII)	1.7	(2.3)	2.5
Foreign taxes less than U.S. statutory rate	(12.3)	39.0	(13.3)
Statutory stock deduction and Luxembourg Adjustments	—	(34.5)	2.3
Employee benefits	0.3	(2.2)	(0.2)
Other changes in valuation allowance	1.9	(14.2)	1.8
Tax benefits related to tax basis adjustments in acquired intangibles	—	—	(1.8)
Release of unrecognized tax benefit reserves	(0.9)	13.2	(0.6)
State tax rate change	1.0	0.3	0.3
Tax provision adjustments and revisions to prior years' returns	(1.6)	(1.0)	(2.4)
Nondeductible expenses and tax exempt income, net	(0.4)	10.2	—
Nondeductible impairment charges	—	(3.7)	—
Domestic income tax credits	(0.4)	2.3	—
Other, net	(0.5)	(0.1)	0.6
Taxes at effective worldwide tax rates	<u>10.3 %</u>	<u>77.3 %</u>	<u>10.9 %</u>

- (1) In 2020, the Company continued to analyze the impacts of the Tax Cuts and Jobs Act (the "Tax Act") and recently issued regulations that have been published to help taxpayers interpret and apply the legislation. As a result of its analysis, the Company changed its estimate of the tax liability due in connection with the one-time mandatory transition tax and recognized a \$38,315 income tax benefit in 2020 and a \$4,668 income tax benefit in 2021.

The Company was previously granted income tax rates lower than statutory rates in two foreign jurisdictions through 2019. These lower rates, when compared with the countries' statutory rates, resulted in an income tax reduction of approximately \$344 (negligible impact per diluted share) in 2019. The lower tax rates are not applicable in years beginning after December 28, 2019.

HANESBRANDS INC.
Notes to Consolidated Financial Statements — (Continued)
Years ended January 1, 2022, January 2, 2021 and December 28, 2019
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Current and deferred tax provisions (benefits) were:

	Current	Deferred	Total
Year ended January 1, 2022			
Domestic	\$ (15,176)	\$ 6,934	\$ (8,242)
Foreign	66,844	1,421	68,265
State	(2,948)	3,032	84
	<u>\$ 48,720</u>	<u>\$ 11,387</u>	<u>\$ 60,107</u>
Year ended January 2, 2021			
Domestic	\$ (7,770)	\$ (136,221)	\$ (143,991)
Foreign	46,701	34,066	80,767
State	6,256	(52,972)	(46,716)
	<u>\$ 45,187</u>	<u>\$ (155,127)</u>	<u>\$ (109,940)</u>
Year ended December 28, 2019			
Domestic	\$ (22,796)	\$ 15,213	\$ (7,583)
Foreign	66,735	(3,670)	63,065
State	(9,300)	24,054	14,754
	<u>\$ 34,639</u>	<u>\$ 35,597</u>	<u>\$ 70,236</u>

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Cash payments for income taxes	\$ 95,011	\$ 107,577	\$ 111,451

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Notes to Consolidated Financial Statements — (Continued)
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The deferred tax assets and liabilities at the respective year-ends were as follows:

	January 1, 2022	January 2, 2021
Deferred tax assets:		
Nondeductible reserves	\$ —	\$ 272
Inventories	64,425	238,471
Bad debt allowance	15,605	12,075
Accrued expenses	20,863	13,689
Employee benefits	104,845	118,206
Tax credits	4,804	4,170
Net operating loss and other tax carryforwards	410,921	187,889
Leasing	112,423	143,874
Property and equipment	4,707	8,781
Derivatives	—	16,062
Section 163(j)	46,729	3,519
Capitalized research costs	5,873	6,831
Other	—	4,842
Gross deferred tax assets	791,195	758,681
Less valuation allowances	(306,221)	(204,854)
Deferred tax assets	484,974	553,827
Deferred tax liabilities:		
Derivatives	10,303	—
Section 481(a) liability	23,881	49,551
Leasing	99,470	128,547
Accrued tax on unremitted foreign earnings	38,812	33,423
Intangibles	43,917	22,026
Other	392	—
Prepays	434	4,553
Deferred tax liabilities	217,209	238,100
Net deferred tax assets	\$ 267,765	\$ 315,727

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. Based upon the level of historical taxable income and projections for future taxable income over the periods which the deferred tax assets are deductible, the Company believes it is more likely than not it will realize the benefits of these deductible differences, net of the existing valuation allowances.

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Notes to Consolidated Financial Statements — (Continued)
Years ended January 1, 2022, January 2, 2021 and December 28, 2019
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The changes in the Company's valuation allowance for deferred tax assets are as follows:

December 29, 2018	\$	182,926
Charged to income tax expense		19,006
Charged to other accounts ⁽¹⁾		(13,378)
December 28, 2019	\$	188,554
Charged to income tax expense		14,959
Charged to other accounts ⁽¹⁾		1,341
January 2, 2021	\$	204,854
Charged to income tax expense		4,343
Charged to other accounts ⁽¹⁾		97,024
January 1, 2022	\$	306,221

(1) Charges to other accounts include the effects of foreign currency translation and purchase accounting adjustments, and changes to valuation allowances as a result of intraperiod tax allocations.

As of January 1, 2022, the valuation allowance for deferred tax assets was \$306,221, made up of \$282,581 for foreign loss carryforwards, \$12,055 for other foreign deferred tax assets, and \$11,584 for federal and state operating loss carryforwards. The net change in the total valuation allowance for 2021 was \$101,367, which relates to an increase of \$137,465 for foreign loss carryforwards, a decrease of \$35,315 for other foreign deferred tax assets, and a decrease of \$783 for federal and state operating loss carryforwards and other domestic deferred tax assets. The foreign net increase is driven by the Company's exit of the European Innerwear business.

At January 1, 2022, the Company had foreign net operating loss carryforwards of approximately \$1,126,934 which are subject to expiration as follows:

Fiscal Year:	
2022	\$ 4,864
2023	5,570
2024	2,254
2025	3,447
2026	2,536
Thereafter	1,108,263

At January 1, 2022, the Company had domestic tax credit carryforwards totaling \$4,804, which expire beginning after 2021.

At January 1, 2022, the Company had federal and state interest carryforwards of approximately \$187,961 and \$111,901, respectively, which carry forward indefinitely.

At January 1, 2022, the Company had federal and state net operating loss carryforwards of approximately \$275,277 and \$1,043,166, respectively, which expire beginning after 2021.

The Company has determined that a portion of the Company's unremitted foreign earnings as of January 1, 2022, totaling approximately \$579,152, are not permanently reinvested. The remainder of the Company's foreign earnings will continue to be permanently reinvested to fund working capital requirements and operations abroad. As of January 1, 2022, the Company has accrued \$39,789 of income taxes with respect to the \$579,152 of foreign earnings the Company intends to remit in the future. These income tax effects include U.S. federal, state, foreign and withholding tax implications in accordance with the planned remittance of such foreign earnings. An estimate of income tax costs that may be incurred if the permanently reinvested portion of unremitted foreign earnings were in fact remitted is impractical to calculate.

In 2021, 2020, and 2019 the Company recognized reductions of unrecognized tax benefits for tax positions of prior years of \$12,599, \$18,385, and \$44,597, respectively. In 2021, 2020, and 2019, income tax benefits recognized in connection with the expiration of statutes of limitations were \$147, \$16,655, and \$4,016, respectively. The reduction for tax positions of prior years of \$12,599 is primarily a result of approval of certain filings by taxing authorities. The Company believes it is reasonably

HANESBRANDS INC.

Notes to Consolidated Financial Statements — (Continued)
Years ended January 1, 2022, January 2, 2021 and December 28, 2019
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possible that the amount of unrecognized tax benefits may decrease by \$6,509 within the next 12 months due to expirations in statutes of limitations.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

Balance at December 29, 2018 (gross balance of \$106,517)	\$	103,665
Additions based on tax positions related to the current year		2,478
Additions based on tax positions of prior years		19,585
Settlements		(2,730)
Lapse of statute of limitations		(4,016)
Reductions for tax positions of prior years		(44,597)
Balance at December 28, 2019 (gross balance of \$78,789)	\$	74,385
Additions based on tax positions related to the current year		3,675
Additions based on tax positions of prior years		2,666
Settlements		—
Lapse of statute of limitations		(16,655)
Reductions for tax positions of prior years		(18,385)
Balance at January 2, 2021 (gross balance of \$46,645)	\$	45,686
Additions based on tax positions related to the current year		3,231
Additions based on tax positions of prior years		3,401
Settlements		—
Lapse of statute of limitations		(147)
Reductions for tax positions of prior years		(12,599)
Balance at January 1, 2022 (gross balance of \$40,706)	\$	39,572

At January 1, 2022, the balance of the Company's unrecognized tax benefits, which would, if recognized, affect the Company's annual effective tax rate was \$39,572. The Company's policy is to recognize interest and/or penalties related to income tax matters in income tax expense. The Company recognized \$933, \$(5,206) and \$(1,792) in 2021, 2020 and 2019, respectively, for interest and penalties classified as income tax expense (benefit) in the Consolidated Statements of Income. At January 1, 2022 and January 2, 2021, the Company had a total of \$5,865 and \$4,929, respectively, of interest and penalties accrued related to unrecognized tax benefits.

The Company files U.S. federal income tax returns, as well as separate and combined income tax returns in numerous state and foreign jurisdictions. The Company remains subject to U.S. Federal tax examinations for tax years 2017 through 2021. The Company is also subject to examination by various state and international tax authorities. The tax years subject to examination vary by jurisdiction. The Company regularly assesses the outcomes of both ongoing and future examinations for the current or prior years to ensure the Company's provision for income taxes is sufficient. The Company recognizes liabilities based on estimates of whether additional taxes will be due and believes its reserves are adequate in relation to any potential assessments. The outcome of any one examination, some of which may conclude during the next 12 months, is not expected to have a material impact on the Company's financial position or results of operations.

(15) Commitments and Contingencies

The Company is a party to various pending legal proceedings, claims and environmental actions by government agencies. In accordance with the accounting rules for contingencies, the Company records a provision with respect to a claim, suit, investigation or proceeding when it is probable that a liability has been incurred and the amount of the loss can reasonably be estimated. Any provisions are reviewed at least quarterly and are adjusted to reflect the impact and status of settlements, rulings, advice of counsel and other information pertinent to the particular matter. The recorded liabilities for these items were not material to the consolidated financial statements of the Company in any of the years presented. Although the outcome of such items cannot be determined with certainty, the Company's legal counsel and management are of the opinion that the final outcome of these matters will not have a material adverse impact on the consolidated financial position, results of operations or liquidity.

HANESBRANDS INC.**Notes to Consolidated Financial Statements — (Continued)**
Years ended January 1, 2022, January 2, 2021 and December 28, 2019
(amounts in thousands, except per share data)***Purchase Commitments***

In the ordinary course of business, the Company has entered into purchase commitments for raw materials, production and finished goods. These agreements, typically with terms ending within a year, require total payments of \$530,642 in 2022, \$3,440 in 2023 and \$3,785 in 2024.

License Agreements

The Company is party to several royalty-bearing license agreements for the use of third-party trademarks in certain of their products. The license agreements typically require a minimum guarantee to be paid either at the commencement of the agreement, by a designated date during the term of the agreement or by the end of the agreement period. When payments are made in advance of when they are due, the Company records a prepayment and amortizes the expense in the “Cost of sales” line in the Consolidated Statements of Income uniformly over the guaranteed period. For guarantees required to be paid at the completion of the agreement, royalties are expensed through the “Cost of sales” line in the Consolidated Statements of Income as the related sales are made. The Company has reviewed all license agreements and has concluded that there are no liabilities recorded at inception of the agreements.

During 2021, 2020 and 2019, the Company incurred royalty expense of approximately \$100,281, \$72,775 and \$105,068, respectively.

Minimum amounts due under the license agreements are approximately \$79,781 in 2022, \$55,051 in 2023, \$47,780 in 2024, \$23,010 in 2025, \$17,988 in 2026 and \$46,605 thereafter.

(16) Stockholders’ Equity

The Company is authorized to issue up to 2,000,000 shares of common stock, par value \$0.01 per share, and up to 50,000 shares of preferred stock, par value \$0.01 per share, and the Company’s Board of Directors may, without stockholder approval, increase or decrease the aggregate number of shares of stock or the number of shares of stock of any class or series that the Company is authorized to issue. At January 1, 2022 and January 2, 2021, 349,903 and 348,802 shares, respectively, of common stock were issued and outstanding and no shares of preferred stock were issued or outstanding.

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. 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 will allow the Company to repurchase shares in the open market during periods in which the stock trading window is otherwise closed for the Company 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. Unless terminated earlier by the Company’s Board of Directors, the new program will expire on December 28, 2024. Under the February 6, 2020 share repurchase program, the Company entered into transactions to repurchase 14,464 shares at a weighted average repurchase price of \$13.83 per share for the year ended January 2, 2021. These shares were repurchased at a total cost of \$200,269. The Company did not purchase any shares of the Company’s common stock under the February 6, 2020 share repurchase program during 2021. The primary objective of the share repurchase program is to utilize excess cash to generate shareholder value.

Dividends

In 2019 and 2020, the Company’s Board of Directors declared regular quarterly cash dividends of \$0.15 per share of the Company’s outstanding common stock, which were paid in 2019 and 2020, respectively.

During 2021, the Company’s Board of Directors declared regular quarterly cash dividends of \$0.15 per share of the Company’s outstanding common stock, which were paid on March 9, 2021, June 1, 2021, August 31, 2021 and November 30, 2021.

On February 2, 2022, the Company’s Board of Directors declared a regular quarterly cash dividend of \$0.15 per share of the Company’s outstanding common stock to be paid on March 8, 2022 to stockholders of record at the close of business on February 15, 2022.

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Notes to Consolidated Financial Statements — (Continued)
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(17) Accumulated Other Comprehensive Loss

The components of AOCI are as follows:

	Cumulative Translation Adjustment ⁽¹⁾	Cash Flow Hedges	Defined Benefit Plans	Income Taxes	Accumulated Other Comprehensive Loss
Balance at December 28, 2019	\$ (157,138)	\$ 4,786	\$ (629,360)	\$ 164,064	\$ (617,648)
Amounts reclassified from accumulated other comprehensive loss	—	(15,681)	23,009	(1,654)	5,674
Current-period other comprehensive income (loss) activity	104,318	(15,643)	(62,379)	18,719	45,015
Total other comprehensive income (loss)	104,318	(31,324)	(39,370)	17,065	50,689
Balance at January 2, 2021	\$ (52,820)	\$ (26,538)	\$ (668,730)	\$ 181,129	\$ (566,959)
Amounts reclassified from accumulated other comprehensive loss	—	34,554	25,011	(15,179)	44,386
Current-period other comprehensive income (loss) activity	(81,181)	(2,772)	74,558	(19,635)	(29,030)
Total other comprehensive income (loss)	(81,181)	31,782	99,569	(34,814)	15,356
Balance at January 1, 2022	\$ (134,001)	\$ 5,244	\$ (569,161)	\$ 146,315	\$ (551,603)

(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.

The Company uses a portfolio approach to release the income tax effects in accumulated other comprehensive loss related to pension and postretirement benefits. Under this approach, the income tax effects are released from accumulated other comprehensive loss based on the pre-tax adjustments to pension liabilities or assets recognized within other comprehensive income. Any tax effects remaining in accumulated other comprehensive loss are released only when the entire portfolio of the pension and postretirement benefits is liquidated, sold or extinguished.

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Notes to Consolidated Financial Statements — (Continued)
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The Company had the following reclassifications out of AOCI:

Component of AOCI	Location of Reclassification into Income	Amount of Reclassification from AOCI		
		Years Ended		
		January 1, 2022	January 2, 2021	December 28, 2019
Gain (loss) on forward foreign exchange contracts designated as cash flow hedges	Cost of sales	\$ (15,301)	\$ 10,069	\$ 18,906
	Income tax	4,105	(2,851)	(4,855)
	Income (loss) from discontinued operations, net of tax	(2,890)	4,314	7,604
	Net of tax	(14,086)	11,532	21,655
Gain (loss) on cross-currency swap contracts designated as cash flow hedges	Selling, general and administrative expenses	(12,155)	—	—
	Interest expense, net	(3,556)	—	—
	Income tax	4,061	—	—
	Net of tax	(11,650)	—	—
Amortization of deferred actuarial loss and prior service cost	Other expenses	(25,671)	(22,261)	(20,007)
	Income tax	6,461	5,753	5,260
	Income (loss) from discontinued operations, net of tax	560	(698)	(110)
	Net of tax	(18,650)	(17,206)	(14,857)
Total reclassifications		\$ (44,386)	\$ (5,674)	\$ 6,798

(18) Financial Instruments and Risk Management

The Company uses forward foreign exchange contracts and cross-currency swap contracts to manage its exposures to movements in foreign exchange rates primarily related to the Australian dollar, Euro, Canadian dollar and Mexican peso. The Company also uses 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 certain European subsidiaries.

	Hedge Type	January 1, 2022	January 2, 2021
U.S. dollar equivalent notional amount of derivative instruments:			
Forward foreign exchange contracts	Cash Flow and Mark to Market	\$ 308,071	\$ 617,912
Cross-currency swap contracts	Cash Flow	\$ 352,920	\$ —
Cross-currency swap contracts	Net Investment	\$ 335,940	\$ 335,940

HANESBRANDS INC.
Notes to Consolidated Financial Statements — (Continued)
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Fair Values of Derivative Instruments

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

	Balance Sheet Location	Fair Value	
		January 1, 2022	January 2, 2021
Derivatives designated as hedging instruments:			
Forward foreign exchange contracts	Other current assets	\$ 2,898	\$ 1
Cross-currency swap contracts	Other current assets	974	918
Forward foreign exchange contracts	Current assets held for sale	—	40
Forward foreign exchange contracts	Other noncurrent assets	83	—
Cross-currency swap contracts	Other noncurrent assets	1,979	—
Derivatives not designated as hedging instruments:			
Forward foreign exchange contracts	Other current assets	5,439	2,459
Forward foreign exchange contracts	Current assets held for sale	—	198
Total derivative assets		11,373	3,616
Derivatives designated as hedging instruments:			
Forward foreign exchange contracts	Accrued liabilities	(349)	(12,898)
Cross-currency swap contracts	Accrued liabilities	(222)	—
Forward foreign exchange contracts	Current liabilities held for sale	—	(4,747)
Forward foreign exchange contracts	Other noncurrent liabilities	(14)	(2,190)
Cross-currency swap contracts	Other noncurrent liabilities	(11,387)	(16,526)
Derivatives not designated as hedging instruments:			
Forward foreign exchange contracts	Accrued liabilities	(331)	(16,488)
Forward foreign exchange contracts	Current liabilities held for sale	—	(2,195)
Total derivative liabilities		(12,303)	(55,044)
Net derivative liability		\$ (930)	\$ (51,428)

Cash Flow Hedges

The Company uses forward foreign exchange contracts and 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.

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, which had a carrying amount of €500,000 as of January 1, 2022. These cross-currency swap contracts, which mature on June 15, 2024, swap 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.

The Company expects to reclassify into earnings during the next 12 months a net loss from AOCI of approximately \$611. The Company is hedging exposure to the variability in future foreign currency-denominated cash flows for forecasted transactions over the next 16 months and for long-term debt over the next 30 months.

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Notes to Consolidated Financial Statements — (Continued)
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The effect of derivative instruments designated as cash flow hedges on the Consolidated Statements of Income and AOCI is as follows:

	Amount of Gain (Loss) Recognized in AOCI on Derivative Instruments		
	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Forward foreign exchange contracts	\$ 12,170	\$ (15,643)	\$ 11,903
Cross-currency swap contracts	(14,942)	—	—
Total	\$ (2,772)	\$ (15,643)	\$ 11,903

	Location of Gain (Loss) Reclassified from AOCI into Income	Amount of Gain (Loss) Reclassified from AOCI into Income		
		Years Ended		
		January 1, 2022	January 2, 2021	December 28, 2019
Forward foreign exchange contracts ⁽¹⁾	Cost of sales	\$ (15,301)	\$ 10,069	\$ 18,906
Forward foreign exchange contracts ⁽¹⁾	Income (loss) from discontinued operations, net of tax	(3,542)	5,612	10,025
Cross-currency swap contracts ⁽¹⁾	Selling, general and administrative expenses	(12,155)	—	—
Cross-currency swap contracts ⁽¹⁾	Interest expense, net	(3,556)	—	—
Total		\$ (34,554)	\$ 15,681	\$ 28,931

(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 Consolidated Statements of Income in which the effects of cash flow hedges are recorded:

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Cost of sales	\$ 4,149,541	\$ 4,524,461	\$ 3,997,014
Selling, general and administrative expenses	\$ 1,853,971	\$ 1,560,034	\$ 1,578,017
Interest expense, net	\$ 163,067	\$ 164,238	\$ 176,924
Income (loss) from discontinued operations, net of tax	\$ (443,744)	\$ (43,292)	\$ 27,396

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 certain European subsidiaries. These cross-currency swap contracts, which mature on May 15, 2024, swap 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.

In July 2019, the Company also designated the full amount of its 3.5% Senior Notes with a carrying value of €500,000, which is 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 January 1, 2022 and January 2, 2021, the U.S. dollar equivalent carrying value of Euro-denominated long-term debt designated as a partial European net investment hedge was \$227,454 and \$610,724, respectively.

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Notes to Consolidated Financial Statements — (Continued)
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The amount of after-tax gains (losses) included in AOCI in the Consolidated Balance Sheets related to derivative instruments and nonderivative financial instruments designated as net investment hedges and the amount of gains included in the “Interest expense, net” line in the Consolidated Statements of Income related to amounts excluded from the assessment of hedge effectiveness for derivative instruments designated as net investment hedges are as follows:

	Amount of Gain (Loss) Recognized in AOCI		
	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Euro-denominated long-term debt	\$ 24,928	\$ (36,609)	\$ (23)
Cross-currency swap contracts	13,670	(14,404)	2,201
Total	\$ 38,598	\$ (51,013)	\$ 2,178

	Location of Gain Recognized in Income	Amount of Gain Recognized in Income (Amount Excluded from Effectiveness Testing)		
		Years Ended		
		January 1, 2022	January 2, 2021	December 28, 2019
Cross-currency swap contracts	Interest expense, net	\$ 7,389	\$ 7,637	\$ 3,613

The following table presents the amounts in the Consolidated Statements of Income in which the amounts excluded from effectiveness testing for net investment hedges are recorded:

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Interest expense, net	\$ 163,067	\$ 164,238	\$ 176,924

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.

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

	Location of Gain (Loss) Recognized in Income on Derivatives	Amount of Gain (Loss) Recognized in Income		
		Years Ended		
		January 1, 2022	January 2, 2021	December 28, 2019
Forward foreign exchange contracts	Cost of sales	\$ 24,087	\$ (16,163)	\$ (18,530)
Forward foreign exchange contracts	Selling, general and administrative expenses	2,784	(2,029)	(1,022)
Forward foreign exchange contracts	Income (loss) from discontinued operations, net of tax	4,706	(3,707)	(13,330)
Total		\$ 31,577	\$ (21,899)	\$ (32,882)

(19) Fair Value of Assets and Liabilities

Fair value is an exit price, representing the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company utilizes market data or assumptions that market participants would use in pricing the asset or liability. A three-tier fair value hierarchy, which prioritizes the inputs used

HANESBRANDS INC.**Notes to Consolidated Financial Statements — (Continued)**
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in measuring fair value, is utilized for disclosing the fair value of the Company's assets and liabilities. These tiers include: Level 1, defined as observable inputs such as quoted prices in active markets; Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs about which little or no market data exists, therefore requiring an entity to develop its own assumptions.

Assets and liabilities measured at fair value are based on one or more of the following three valuation techniques:

- Market approach — prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities.
- Cost approach — amount that would be required to replace the service capacity of an asset or replacement cost.
- Income approach — techniques to convert future amounts to a single present amount based on market expectations, including present value techniques, option-pricing and other models.

The Company primarily applies the market approach for commodity derivatives and for all defined benefit plan investment assets and the income approach for interest rate and foreign currency derivatives for recurring fair value measurements and attempts to utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The determination of fair values incorporates various factors that include not only the credit standing of the counterparties involved and the impact of credit enhancements, but also the impact of the Company's nonperformance risk on its liabilities. The Company's assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the valuation of fair value assets and liabilities and their placement within the fair value hierarchy levels.

As of January 1, 2022 and January 2, 2021, 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, cross-currency swap derivative contracts, defined benefit pension plan investment assets 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 derivative contracts are determined using the cash flows of the swap 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 fair values of defined benefit pension plan investment assets include: certain U.S. equity securities, certain foreign equity securities, cash and cash equivalents and debt securities that are determined based on quoted prices in public markets categorized as Level 1; insurance contracts that are determined based on inputs readily available in public markets or can be derived from information available in publicly quoted markets categorized as Level 2; certain foreign equity securities, debt securities and commodity investments measured at their net asset value, which is determined based on inputs readily available in public markets; and investments in hedge fund of funds and real estate investments that are based on unobservable inputs about which little or no market data exists and are measured at a net asset value. Assets valued utilizing a net asset value are not required to be classified within the fair value hierarchy.

There were no changes during 2021 to the Company's valuation techniques used to measure asset and liability fair values on a recurring basis. As of and for the year ended January 1, 2022, 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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The following tables set forth by level within the fair value hierarchy the Company's financial assets and liabilities within continuing operations accounted for at fair value on a recurring basis.

	Assets (Liabilities) at Fair Value as of January 1, 2022			
	Total	Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Defined benefit pension plan investment assets:				
U.S. equity securities	\$ 201,111	\$ 201,111	\$ —	\$ —
Foreign equity securities	47,099	47,099	—	—
Debt securities	24,125	24,125	—	—
Cash and other	1,597	1,597	—	—
Total plan assets in the fair value hierarchy	273,932	273,932	—	—
Plan assets measured at net asset value:⁽¹⁾				
Hedge fund of funds	356,289			
Foreign equity securities	170,741			
Debt securities	87,284			
Real estate	57,479			
Commodities	27,873			
Total plan assets measured at net asset value	699,666			
Total plan assets	973,598			
Derivative contracts:				
Forward foreign exchange contracts - assets	8,420	—	8,420	—
Cross-currency swap contracts - assets	2,953	—	2,953	—
Forward foreign exchange contracts - liabilities	(694)	—	(694)	—
Cross-currency swap contracts - liabilities	(11,609)	—	(11,609)	—
Total derivative contracts	(930)	—	(930)	—
Deferred compensation plan liability	(20,916)	—	(20,916)	—
Total	\$ 951,752	\$ 273,932	\$ (21,846)	\$ —

(1) Certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been categorized in the fair value hierarchy. The fair value amounts presented in the tables above are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the Consolidated Balance Sheets.

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Notes to Consolidated Financial Statements — (Continued)
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	Assets (Liabilities) at Fair Value as of January 2, 2021			
	Total	Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Defined benefit pension plan investment assets:				
U.S. equity securities	\$ 164,802	\$ 164,802	\$ —	\$ —
Foreign equity securities	39,696	39,696	—	—
Debt securities	24,862	24,862	—	—
Cash and other	13,890	13,890	—	—
Total plan assets in the fair value hierarchy	243,250	243,250	—	—
Plan assets measured at net asset value:⁽¹⁾				
Hedge fund of funds	375,027			
Foreign equity securities	108,357			
Debt securities	127,370			
Real estate	48,671			
Commodities	17,641			
Total plan assets measured at net asset value	677,066			
Total plan assets	920,316			
Derivative contracts:				
Forward foreign exchange contracts - assets	2,460	—	2,460	—
Cross-currency swap contracts - assets	918	—	918	—
Forward foreign exchange contracts - liabilities	(31,576)	—	(31,576)	—
Cross-currency swap contracts - liabilities	(16,526)	—	(16,526)	—
Total derivative contracts	(44,724)	—	(44,724)	—
Deferred compensation plan liability	(21,878)	—	(21,878)	—
Total	\$ 853,714	\$ 243,250	\$ (66,602)	\$ —

(1) Certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been categorized in the fair value hierarchy. The fair value amounts presented in the tables above are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the Consolidated Balance Sheets.

Fair Value of Financial Instruments

The carrying amounts of cash and cash equivalents, trade accounts receivable and accounts payable approximated fair value as of January 1, 2022 and January 2, 2021. The fair value of debt, which is classified as a Level 2 liability, was \$3,504,412 and \$4,230,985 as of January 1, 2022 and January 2, 2021, respectively. Debt had a carrying value of \$3,368,634 and \$4,035,724 as of January 1, 2022 and January 2, 2021, 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.

(20) 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 and certain sales from its supply chain to the European Innerwear business. 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 plan. See Note "Assets and Liabilities Held for Sale" for additional information.

The Company considers its chief executive officer to be the Company's chief operating decision maker. The Company's chief operating decision maker manages business operations, evaluates performance and allocates resources based on the segments' net revenues and operating income. The Company reports inventories by segment as that information is used by the

HANESBRANDS INC.
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chief operating decision maker in assessing segment performance. The Company does not report its other assets by segment as that information is not used by the chief operating decision maker in assessing segment performance.

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. Innerwear also includes sales of PPE including products such as cloth face coverings and gowns in 2020.
- Activewear includes sales in the United States of branded 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 our innerwear and activewear products, including PPE in 2020, outside the United States, primarily in Australasia, Europe, Asia, Canada and Latin America.

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.”

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Net sales:			
Innerwear	\$ 2,719,788	\$ 2,978,009	\$ 2,302,632
Activewear	1,679,639	1,184,413	1,854,704
International	2,066,249	1,711,432	1,930,828
Other	335,564	253,307	337,552
Total net sales	<u>\$ 6,801,240</u>	<u>\$ 6,127,161</u>	<u>\$ 6,425,716</u>

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Segment operating profit:			
Innerwear	\$ 573,852	\$ 718,923	\$ 515,991
Activewear	236,400	67,643	281,319
International	339,317	249,718	331,322
Other	30,922	(10,140)	33,439
Total segment operating profit	<u>1,180,491</u>	<u>1,026,144</u>	<u>1,162,071</u>
Items not included in segment operating profit:			
General corporate expenses	(219,984)	(218,424)	(219,266)
Restructuring and other action-related charges	(131,710)	(734,196)	(62,515)
Amortization of intangibles	(31,069)	(30,858)	(29,605)
Total operating profit	<u>797,728</u>	<u>42,666</u>	<u>850,685</u>
Other expenses	(53,586)	(20,655)	(30,201)
Interest expense, net	(163,067)	(164,238)	(176,924)
Income (loss) from continuing operations before income tax expense	<u>\$ 581,075</u>	<u>\$ (142,227)</u>	<u>\$ 643,560</u>

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

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Cost of sales	\$ 10,098	\$ 670,618	\$ 57,448
Selling, general and administrative expenses	121,612	63,578	5,067
Total included in operating profit	131,710	734,196	62,515
Other expenses	45,699	—	—
Total included in income (loss) from continuing operations before income tax expense	177,409	734,196	62,515
Income tax expense	53,665	205,342	22,159
Total restructuring and other action-related charges	\$ 123,744	\$ 528,854	\$ 40,356

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

	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Full Potential plan:			
Professional services	\$ 44,617	\$ —	\$ —
Loss on classification of assets held for sale	38,364	—	—
Operating model	23,191	—	—
Impairment of intangible assets	7,302	—	—
Supply chain segmentation	5,419	—	—
Technology	4,617	—	—
Other	8,200	—	—
Inventory SKU rationalization	—	192,704	—
PPE inventory write-off	—	362,913	—
PPE vendor commitments	—	26,400	—
Supply chain actions	—	19,636	52,832
Program exit costs	—	9,854	4,616
Other restructuring costs	—	7,763	5,067
COVID-19 related charges:			
Supply chain re-startup	—	48,608	—
Bad debt	—	9,418	—
Inventory	—	14,869	—
Goodwill	—	25,173	—
Write-off of acquisition tax asset	—	16,858	—
Total included in operating profit	131,710	734,196	62,515
Early extinguishment and refinancing of debt included in other expenses	45,699	—	—
Total included in income (loss) from continuing operations before income tax expense	177,409	734,196	62,515
Discrete tax benefits	27,147	69,628	—
Tax effect on actions	26,518	135,714	22,159
Total included in income tax expense (benefit)	53,665	205,342	22,159
Total restructuring and other action-related charges	\$ 123,744	\$ 528,854	\$ 40,356

In 2021, restructuring and other action-related charges included \$131,710 of charges related to the implementation of the Company's Full Potential plan. In the fourth quarter of 2021, the Company determined that its U.S. Sheer Hosiery business met held-for-sale accounting criteria and recorded a non-cash charge of \$38,364 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 2021, restructuring and other action-related charges also included a charge for an action to resize its U.S. corporate office

HANESBRANDS INC.

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workforce through a voluntary retirement program. In the third quarter of 2021, the Company accrued \$16,000 for employee termination and other benefits related to the voluntary retirement program in accordance with expected benefit payments, with the charges reflected in the “Selling, general and administrative expenses” line of the Consolidated Statements of Income and in the “Operating model” line in the restructuring and other action-related table above. During the year ended January 1, 2022, benefit payments of \$312 have been made, resulting in an ending accrual of \$15,688 which is included in the “Accrued liabilities and other: Other” line of the Consolidated Balance Sheets at January 1, 2022. Additionally, restructuring and other action related charges in 2021 included impairment charges of \$7,302 related to the full impairment of an indefinite-lived trademark related to a specific brand within the European Innerwear business that was excluded from the disposal group as it is not being marketed for sale.

In the fourth quarter of 2021, the Company also recorded a charge of \$45,699 in restructuring and other action-related charges related to the refinancing of its Senior Secured Credit Facility and the redemption of the 5.375% Senior Notes. The charge, which is reported in the “Other expenses” line in the Consolidated Statements of Income, includes a payment of \$34,840 for a make-whole premium in connection with the redemption of the 5.375% Senior Notes, a non-cash charge of \$8,899 for the write-off of unamortized debt issuance costs related to the redemption of the 5.375% Senior Notes and the refinancing of the Senior Secured Credit Facility and \$1,960 in fees related to the refinancing. See Note “Debt”.

In the fourth quarter of 2020, the Company began the implementation of its Full Potential plan which included a number of actions to simplify its business including streamlining its portfolio and SKU rationalization. Specifically, the Company no longer viewed PPE as a future growth opportunity for the Company. Therefore, the Company recorded a charge of \$362,913 to write down its entire PPE inventory balance to its estimated net realizable value and a charge of \$26,400 to accrue for vendor commitments for PPE materials that were paid in 2021. Additionally, the Company commenced an initiative to reduce 20% of its SKUs in inventory in order to streamline product offerings while also implementing a formal lifecycle management process. As a result, the Company recorded a charge of \$192,704 to write down inventory to its estimated net realizable value taking into account these initiatives. In the fourth quarter of 2020, the Company also recorded a charge to write off an acquisition tax asset.

In 2020, restructuring and other action-related charges included \$48,608 of supply chain re-start up charges primarily related to incremental costs incurred, such as freight and sourcing premiums, to expedite product to meet customer demand following the extended shut-down of parts of the Company’s manufacturing network as a result of the COVID-19 pandemic and \$49,460 of asset write-down charges recorded as a result of the ongoing effects of the COVID-19 pandemic.

Restructuring and other action-related charges in 2020 and 2019 included charges for supply chain actions to reduce overhead costs principally within the Western Hemisphere network and charges associated with exiting the C9 Champion mass program and the DKNY intimate apparel license in 2019.

	January 1, 2022					
	Innerwear	Activewear	International	Other	Unallocated	Total Assets
Assets:						
Inventories	\$ 829,093	\$ 447,297	\$ 279,379	\$ 28,246	\$ —	\$ 1,584,015
Assets held for sale	—	—	—	—	327,157	327,157
All other assets	—	—	—	—	5,160,264	5,160,264
Total assets						<u>\$ 7,071,436</u>

	January 2, 2021					
	Innerwear	Activewear	International	Other	Unallocated	Total Assets
Assets:						
Inventories	\$ 578,822	\$ 404,539	\$ 308,643	\$ 75,754	\$ —	\$ 1,367,758
Assets held for sale	—	—	—	—	728,587	728,587
All other assets	—	—	—	—	5,623,522	5,623,522
Total assets						<u>\$ 7,719,867</u>

HANESBRANDS INC.
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	Years Ended		
	January 1, 2022	January 2, 2021	December 28, 2019
Depreciation and amortization expense:			
Innerwear	\$ 25,816	\$ 27,407	\$ 30,408
Activewear	23,562	23,621	23,804
International	22,476	24,307	25,046
Other	4,578	5,520	6,200
	76,432	80,855	85,458
Corporate	33,698	34,112	29,605
Total depreciation and amortization expense	<u>\$ 110,130</u>	<u>\$ 114,967</u>	<u>\$ 115,063</u>

Sales to Walmart and Target were substantially in the Innerwear and Activewear segments. Sales to Walmart represented 17% of total net sales in 2021. Sales to Walmart represented 16% of total net sales in 2020. Sales to Walmart and Target represented 15% and 12% of total net sales in 2019, respectively.

Worldwide sales by product category for Innerwear and Activewear were \$4,077,016 and \$2,724,224, respectively, in 2021. Worldwide sales by product category for Innerwear and Activewear were \$4,061,372 and \$2,065,789, respectively, in 2020. Worldwide sales by product category for Innerwear and Activewear were \$3,561,615 and \$2,864,101, respectively, in 2019.

(21) Geographic Area Information

	Years Ended or at					
	January 1, 2022		January 2, 2021		December 28, 2019	
	Sales	Property, Net	Sales	Property, Net	Sales	Property, Net
Americas	\$ 4,995,230	\$ 325,188	\$ 4,544,651	\$ 351,841	\$ 4,659,346	\$ 383,219
Asia Pacific	1,257,037	85,538	1,085,822	92,582	1,245,776	102,305
Europe	530,440	30,675	482,630	33,398	506,271	30,278
Other	18,533	—	14,058	—	14,323	135
	<u>\$ 6,801,240</u>	<u>\$ 441,401</u>	<u>\$ 6,127,161</u>	<u>\$ 477,821</u>	<u>\$ 6,425,716</u>	<u>\$ 515,937</u>

The net sales by geographic region are attributed by customer location. The property by geographic region includes assets held and used, which are recognized within the “Property, net” line in the Consolidated Balance Sheets.

HANESBRANDS INC.

Notes to Consolidated Financial Statements — (Continued)
Years ended January 1, 2022, January 2, 2021 and December 28, 2019
(amounts in thousands, except per share data)

(22) Quarterly Financial Data (Unaudited)

The Company's European Innerwear business met held-for-sale and discontinued operations accounting criteria at the end of the first quarter of 2021. Accordingly, the Company separately reported the results of its European Innerwear business as discontinued operations in its Quarterly Reports on Form 10-Q beginning in the first quarter of 2021. See Note "Assets and Liabilities Held for Sale" and the Company's Condensed Consolidated Statements of Income in its Quarterly Reports on Form 10-Q for the quarters ended April 3, 2021, July 3, 2021 and October 2, 2021 for additional information.

	Quarters Ended	
	January 1, 2022	January 2, 2021
Net sales	\$ 1,752,349	\$ 1,689,145
Cost of sales	1,084,621	1,589,946
Gross profit	667,728	99,199
Selling, general and administrative expenses	512,162	495,706
Operating profit (loss)	155,566	(396,507)
Other expenses	47,359	5,003
Interest expense, net	35,307	43,636
Income (loss) from continuing operations before income tax expense	72,900	(445,146)
Income tax expense (benefit)	4,946	(152,948)
Income (loss) from continuing operations	67,954	(292,198)
Loss from discontinued operations, net of tax	(7,921)	(39,966)
Net income (loss)	<u>\$ 60,033</u>	<u>\$ (332,164)</u>
Earnings (loss) per share - basic:		
Continuing operations	\$ 0.19	\$ (0.83)
Discontinued operations	(0.02)	(0.11)
Net income (loss)	<u>\$ 0.17</u>	<u>\$ (0.95)</u>
Earnings (loss) per share - diluted:		
Continuing operations	\$ 0.19	\$ (0.83)
Discontinued operations	(0.02)	(0.11)
Net income (loss)	<u>\$ 0.17</u>	<u>\$ (0.95)</u>

**FORM OF
HANESBRANDS INC.
2020 OMNIBUS INCENTIVE PLAN
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 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 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 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 RSU 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] RSUs. Except as provided below in Paragraphs 6, 7 and 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 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 within 30 days thereafter except as provided herein.

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 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 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 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 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 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(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 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 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 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 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, 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.

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 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.

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. 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 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 be 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

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;

- (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 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.

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.

**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.

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 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, 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 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 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 RSU 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] 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 “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(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 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 within 30 days thereafter, except as provided herein.

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 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 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 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 5, 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.

6. **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 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 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 18). 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 6(b). Actions taken by the 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 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 6(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 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 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.

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 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 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 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 6 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 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 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.
- (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 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(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 terminated.

8. **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 18), (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 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.

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 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 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 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.** The Plan Prospectus is available on the Fidelity website at 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 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), 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 be 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

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;

- (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 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.

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.

**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 the last business day of February 2025 (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.** [PERFORMANCE METRICS TO BE UPDATED.] As soon as practicable 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 [METRIC 1], [METRIC 2], [METRIC 3] and [METRIC 4] for the average of its fiscal years ending [2022 FISCAL YEAR-END DATE] (the “2022 Fiscal Year”), [2023 FISCAL YEAR-END DATE] (the “2023 Fiscal Year”) and [2024 FISCAL YEAR-END DATE] (the “2024 Fiscal Year”), as weighted below:

Metric	Weighting	Threshold	Target	Maximum
[METRIC 1] (% or \$)	[%]	[NUMBER]	[NUMBER]	[NUMBER]
[METRIC 2] (% or \$)	[%]	[NUMBER]	[NUMBER]	[NUMBER]
[METRIC 3] (% or \$)	[%]	[NUMBER]	[NUMBER]	[NUMBER]
[METRIC 4] (% or \$)	[%]	[NUMBER]	[NUMBER]	[NUMBER]

* For any metric, the payout for achievement below the Threshold level with respect to such metric is [%], at the Threshold level is [%], at the Target level is [%], and at the Maximum level is [%].

* Straight-line interpolation is used for calculating results between the achievement levels.

For purposes of this Agreement:

- **[METRIC 1]** will be determined by considering **[CALCULATION METHOD]**.
- **[METRIC 2]** will be determined by considering **[CALCULATION METHOD]**.
- **[METRIC 3]** will be determined by considering **[CALCULATION METHOD]**.
- **[METRIC 4]** will be determined by considering **[CALCULATION METHOD]**.
- 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 (by way of example, without limitation, the effect on earnings per share of issuing convertible debt securities), 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.

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 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.

5. **Distribution of the PSUs.** Except as otherwise provided in Paragraph 6, 7 or 8, upon 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 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 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 a Vesting Date shall immediately lapse and shares of Stock equal to such outstanding PSUs 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.

- If you retire in the first calendar year of the performance period, the number of shares of Stock that you will receive for your vested PSUs will be determined by the Committee based on the metrics specified in Paragraph 3 for the Company's 2022 Fiscal Year.
- If you retire in the second calendar year of the performance period, the number of shares of Stock that you will receive for your vested PSUs will be determined by the Committee based on the metrics specified in Paragraph 3 for the average of the Company's 2022 Fiscal Year and 2023 Fiscal Year.
- If you retire in the third calendar year of the performance period, the number of shares of Stock that you will receive for your vested PSUs will be determined by the Committee based on the metrics specified in Paragraph 3 for the average of the Company's 2022 Fiscal Year, 2023 Fiscal Year and 2024 Fiscal Year.

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 PSUs 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 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) 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 Change in Control as defined in the 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 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 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.

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 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 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.

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 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, 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 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 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.

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. 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 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 be 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

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;

- (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 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.

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.

SEVERANCE/CHANGE IN CONTROL AGREEMENT

THIS SEVERANCE/CHANGE IN CONTROL AGREEMENT (the “*Agreement*”), is made and entered into this ____ day of _____, by and between **Hanesbrands Inc.**, a Maryland corporation (the “*Company*”), and _____ (“*Executive*”).

WHEREAS, *Executive* is an employee of *Company*, *Company* desires to foster the continuous employment of *Executive* and has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of *Executive* to his duties free from distractions which could arise in anticipation of an involuntary termination of employment or a *Change in Control* of *Company*;

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, *Company* and *Executive* agree as follows:

1. **Term and Nature of Agreement.** This *Agreement* shall commence on the date it is fully executed (“*Execution Date*”) by all parties and shall continue in effect unless the *Company* gives at least eighteen (18) months prior written notice that this *Agreement* will not be renewed. In the event of such notice, this *Agreement* will expire on the next anniversary of the *Execution Date* that is at least eighteen (18) months after the date of such notice. Notwithstanding the foregoing, if a *Change in Control* occurs during any term of this *Agreement*, the term of this *Agreement* shall be extended automatically for a period of twenty-four (24) months after the end of the month in which the *Change in Control* occurs. Except to the extent otherwise provided, the parties intend for this *Agreement* to be construed and enforced as an unfunded welfare benefit plan under the Employee Retirement Income Security Act of 1974, as amended (“*ERISA*”), including without limitation the jurisdictional provisions of ERISA.

2. **Involuntary Termination Benefits.** *Executive* shall be eligible for severance benefits upon an involuntary termination of employment under the terms and conditions specified in this section 2.

a. **Eligibility for Severance.**

- i. **Eligible Terminations.** Subject to subparagraph (a)(ii) below, *Executive* shall be eligible for severance payments and benefits under this section 2 if his employment terminates under one of the following circumstances:
 - A. *Executive*’s employment is terminated involuntarily without *Cause* (defined in subparagraph 2(a)(ii)(A)); or
 - B. *Executive* terminates his or her employment at the request of *Company*.
- ii. **Ineligible Terminations.** Notwithstanding subparagraph (a)(i) next above, *Executive* shall not be eligible for any severance payments or benefits under this section 2 if his employment terminates under any of the following circumstances:
 - A. A termination for *Cause*. For purposes of this *Agreement*, “*Cause*” means *Executive* has been convicted of (or pled guilty or no contest to) a felony or any crime involving fraud, embezzlement, theft, misrepresentation of financial impropriety; has willfully engaged in misconduct resulting in material harm to *Company*; has willfully failed to substantially perform duties after written notice; or is in willful violation of *Company* policies resulting in material harm to *Company*;
 - B. A termination as the result of *Disability*. For purposes of this *Agreement* “*Disability*” shall mean a determination under *Company*’s disability plan covering *Executive* that *Executive* is disabled;
 - C. A termination due to death;
 - D. A termination due to *Voluntary Retirement*. For purposes of this *Agreement*, “*Voluntary Retirement*” means a voluntary termination of employment, other than at the request of the *Company*, after *Executive* has attained age fifty (50);
 - E. A voluntary termination of employment other than at the request of *Company*;
 - F. A termination following which *Executive* is immediately offered and accepts new employment with *Company*, or becomes a non-executive member of the Board;
 - G. The transfer of *Executive*’s employment to a subsidiary or affiliate of *Company* with his consent;

- H. A termination of employment that qualifies *Executive* to receive severance payments or benefits under section 3 below following a *Change in Control*; or
 - I. Any other termination of employment under circumstances not described in subparagraph 2(a)(i).
- iii. **Characterization of Termination.** The characterization of *Executive*'s termination shall be made by the *Committee* (as defined in section 5 below) which determination shall be final and binding.
- iv. **Termination Date.** For purposes of this section 2, *Executive*'s "*Termination Date*" shall mean the date on which *Executive* terminates employment with *Company* and its subsidiaries and affiliates, as specified in the separation and release agreement described under section 2(e) below.
- b. **Severance Benefits Payable.** If *Executive* is terminated under circumstances described in subparagraph 2(a)(i), and not described in subparagraph 2(a)(ii), then in lieu of any benefits payable under any other severance plan of the *Company* of any type and in consideration of the separation and release agreement and the covenants contained herein, the following shall apply:
- i. *Executive* shall be entitled to receive his *Base Salary* (the "*Salary Portion of Severance*") during the "*Severance Period*", payable as provided in section 2(c). The "*Severance Period*" shall mean the number of months determined by multiplying the number of *Executive*'s full years of employment with *Company* or any subsidiary or affiliate of *Company* by two; provided, however, that in no event shall the *Severance Period* be less than twelve months or more than twenty-four months. "*Base Salary*" shall mean the annual salary in effect for *Executive* immediately prior to his *Termination Date*.
 - ii. *Executive* shall receive a pro-rata amount (determined based upon the number of days from the first day of the *Company*'s current fiscal year to *Executive*'s *Termination Date* divided by the total number of days in the applicable performance period and based on actual performance and achievement of any performance goals) of:
 - A. The annual incentive, if any, payable under the *Annual Incentive Plan* in effect with respect to the fiscal year in which the *Termination Date* occurs based on actual fiscal year performance (the "*Annual Incentive Portion of Severance*"). "*Annual Incentive Plan*" means the Hanesbrands Inc. annual incentive plan in which *Executive* participates as of the *Termination Date*; and
 - B. The long-term incentive, if any, payable under the *Omnibus Plan* in effect on *Executive*'s *Termination Date* for any performance period or cycle that is at least fifty (50) percent completed prior to *Executive*'s *Termination Date* and which relates to the period of his service prior to his *Termination Date*. The "*Omnibus Plan*" means the Hanesbrands Inc. 2020 Omnibus Incentive Plan, as amended from time to time, and any successor plan or plans. The long-term incentive described in this section ("*Long-Term Cash Incentive Plan*") includes cash long-term incentives, but does not include stock options, RSUs, or other equity awards.

Such amounts shall be payable as provided in section 2(c). Treatment of stock options, RSUs, or other equity awards shall be determined pursuant to *Executive*'s award agreement(s). *Executive* shall not be eligible for any new *Annual Incentive Plan* grants, *Long-Term Cash Incentive Plan* grants, or any other grants of stock options, RSUs, or other equity awards under the *Omnibus Plan* during the *Severance Period*.

- iii. Beginning on his *Termination Date*, *Executive* shall be eligible to elect continued coverage under the group medical and dental plan available to similarly situated senior executives. If *Executive* elects continuation coverage for medical coverage, dental coverage or both, he shall pay the entire COBRA premium charged for such continuation coverage during the *Severance Period*; provided, however, that during the *Severance Period* *Company* shall reimburse *Executive*, on a taxable basis if so elected by *Company*, for that portion of the COBRA premium paid that exceeds the amount payable by an active executive of *Company* for similar coverage, as adjusted from time to time. Such reimbursement shall be made to *Executive* on the 20th day of each calendar month during the *Severance Period*, or within ten (10) business days thereafter. The amount eligible for reimbursement under this subparagraph in any calendar year shall not affect any amounts eligible for reimbursement to be provided in any other calendar year. In addition, *Executive*'s right to reimbursement hereunder shall not be subject to liquidation or exchange for any other benefit. *Executive*'s right

to COBRA continuation coverage under any such group health plan shall be reduced by the number of months of medical and dental coverage otherwise provided pursuant to this subparagraph. The premium charged for any continuation coverage after the end of the *Severance Period* shall be entirely at *Executive's* expense and shall be the actuarially determined cost of the continuation coverage as determined by an actuary selected by the *Company* (in accordance with the requirements under COBRA, to the extent applicable). *Executive* shall not be entitled to reimbursement of any portion of the premium charged for such coverage after the end of the *Severance Period*. *Executive's* COBRA continuation coverage shall terminate in accordance with the COBRA continuation of coverage provisions under *Company's* group medical and dental plans. If *Executive* has attained age fifty (50) and completed five (5) years of service with *Company* and its subsidiaries and affiliates (or would attain age fifty (50) and complete five (5) years of service if the *Severance Period* is considered as employment), then, after exhausting any COBRA continuation coverage under the group medical plan, *Executive* may elect to participate in the Hanesbrands Inc. Choice Fund Open Access Plus HRA – Extended Medical Plan (or its successor) in accordance with the terms and conditions of such plan in effect on and after *Executive's* *Termination Date*; provided, that such retiree medical coverage shall not be available to *Executive* unless he elects such coverage within thirty (30) days following his *Termination Date*. The premium charged for such retiree medical coverage may be different (greater) than the premium charged an active employee for similar coverage.

- iv. Except as otherwise provided herein or in the applicable plan, participation in all other *Company* plans available to similarly situated senior executives including but not limited to, qualified pension plans, stock purchase plans, matching grant programs, 401(k) plans and ESOPs, personal accident insurance, travel accident insurance, short and long term disability insurance, and accidental death and dismemberment insurance, shall cease on *Executive's* *Termination Date*. During the *Severance Period*, *Company* shall continue to maintain life insurance covering *Executive* under *Company's* *Executive Life Insurance Plan* in accordance with its terms. If *Executive* has attained age fifty-five (55) and completed ten (10) years of service with *Company* and its subsidiaries and affiliates, or would have if the *Severance Period* is considered as employment, then *Company* will continue to pay the premiums (or prepay the entire premium) so that *Executive* has a paid-up life insurance benefit equal to his annual salary on his *Termination Date*.

c. **Payment of Severance.**

- i. **Salary Portion.** The *Salary Portion of Severance* shall be paid as follows:

- A. That portion of the *Salary Portion of Severance* that exceeds the “*Separation Pay Limit*,” if any, shall be paid to *Executive* in a lump sum payment as soon as practicable following the *Termination Date*, but in no event later than the fifteenth day of the third month after the *Termination Date*. The “*Separation Pay Limit*” shall mean two (2) times the lesser of (1) the sum of *Executive's* annualized compensation based upon the annual rate of pay for services provided to *Company* for the calendar year immediately preceding the calendar year in which the *Termination Date* occurs (adjusted for any increase during that calendar year that was expected to continue indefinitely if *Executive* had not terminated employment); and (2) the maximum dollar amount of compensation that may be taken into account under a tax-qualified retirement plan under *Code* section 401(a)(17) for the year in which the *Termination Date* occurs. The payment to be made to *Executive* pursuant to this subparagraph (A) is intended to be exempt from *Section 409A* (as defined in section 15) under the exemption found in Regulation section 1.409A-(b)(4) for short-term deferrals.
- B. The remaining portion of the *Salary Portion of Severance* shall be paid during the *Severance Period* in accordance with *Company's* payroll schedule, with the first installment payable in the first payroll falling on or after the sixtieth (60th) day following the *Termination Date*, with such first installment to include any amount that would have been paid in the period between the *Termination Date* and the date of such payroll. Notwithstanding the foregoing, in no event shall such remaining portion of the *Salary Portion of Severance* be paid to *Executive* later than December 31 of the second calendar year following the calendar year in which *Executive's* *Termination Date* occurs. The payment(s) to be made to *Executive* pursuant to this subparagraph (B) are intended to be exempt from *Code* section 409A (as defined in section 15) under the exemption found in Regulation section 1.409A-(b)(9)(iii) for separation pay plans (i.e., the so-called “two times” pay exemption). Notwithstanding the foregoing, to the extent permitted under *Section 409A*, the *Committee* may elect to pay such remaining *Salary Portion of Severance* in a lump sum payment or a combination of regular payments and a lump sum payment. Any such lump sum payment

shall be paid to *Executive* as soon as practicable following the *Termination Date*, but in no event later than the fifteenth day of the third month after the *Termination Date*.

- ii. **Incentive Portion.** The *Annual Incentive Portion of Severance*, if any, shall be paid in cash on the same date the active participants under the *Annual Incentive Plan* are paid. The *Long-Term Cash Incentive Plan* payout, if any, shall be paid in the same form and on the same date the active participants under the *Omnibus Plan* are paid.
 - iii. **Withholding.** All payments hereunder shall be reduced by such amount as *Company* (or any subsidiary or affiliate of *Company*) may be required under all applicable federal, state, local or other laws or regulations to withhold or pay over with respect to such payment.
 - d. **Termination of Benefits.** Notwithstanding any provisions in this *Agreement* to the contrary, all rights to receive or continue to receive severance payments and benefits under this section 2 shall cease on the earliest of: (i) the date *Executive* breaches any of the covenants in the separation and release agreement described in section 2(e); or (ii) the date *Executive* becomes reemployed by *Company* or any of its subsidiaries or affiliates.
 - e. **Separation and Release Agreement.** No benefits under this section 2 shall be payable to *Executive* unless *Executive* and *Company* have executed and *Executive* has delivered to *Company* a separation and release agreement (in substantially the form attached hereto as Exhibit A) within forty-five (45) days following the *Termination Date* and the release therein shall have become effective in accordance with its terms, and the payment of severance benefits under this section 2 shall be subject to the terms and conditions of the separation and release agreement.
 - f. **Death of Executive.** In the event that *Executive* shall die prior to the payment in full of any benefits described above as payable to *Executive* for involuntary termination, payments of such benefits shall cease on the date of *Executive*'s death.
3. **Change in Control Benefits.**
- a. **Eligibility for Change in Control Benefits.**
 - i. **Terminations.** If (A) within three (3) months preceding a *Change in Control*, *Executive*'s employment is terminated by *Company* at the request of a third party in contemplation of a *Change in Control*, (B) within twenty-four (24) months following a *Change in Control*, *Executive*'s employment is terminated by *Company* other than on account of *Executive*'s death, *Disability* or *Voluntary Retirement* and other than for *Cause*, or (C) within twenty-four (24) months following a *Change in Control* *Executive* voluntarily terminates his employment for *Good Reason*, *Executive* shall be entitled to the *Change in Control* benefits as described in section 3(b) below.
 - ii. **Good Reason.** For purposes of this section 3, "*Good Reason*" means the occurrence of any one or more of the following (without *Executive*'s written consent after a *Change in Control*):
 - A. A material adverse change in *Executive*'s duties or responsibilities;
 - B. A reduction in *Executive*'s annual base salary except any reduction of not more than ten (10) percent;
 - C. A material reduction in *Executive*'s level of participation in *Company*'s short- and/or long-term incentive compensation plans, or employee benefit or retirement plans, policies, practices or arrangements in which *Executive* participates, except for any reduction applicable to all senior executives;
 - D. The failure of any successor to *Company* to assume and agree to perform this *Agreement*; or
 - E. *Company*'s requiring *Executive* to be based at an office location which is at least fifty (50) miles from his or her office location at the time of the *Change in Control*.

The existence of *Good Reason* shall not be affected by *Executive*'s temporary incapacity due to physical or mental illness not constituting a *Disability*. *Executive*'s *Voluntary Retirement* shall constitute a waiver of his or her rights with respect to any circumstance that would otherwise constitute *Good Reason*. *Executive*'s continued employment shall not constitute a waiver of his or her rights with respect to any circumstances which may constitute *Good Reason*; provided, however, that *Executive* may not rely on any particular action or event described in clause (A) through (E) above as a

basis for terminating his employment for *Good Reason* unless he delivers a *Notice of Termination* based on that action or event within ninety (90) days after its occurrence and *Company* has failed to correct the circumstances cited by *Executive* as constituting *Good Reason* within thirty (30) days of receiving the *Notice of Termination*.

iii. **Change in Control.** For purposes of this *Agreement*, a “*Change in Control*” will occur:

- A. Upon the acquisition by any individual, entity or group, including any *Person* (as defined in the United States Securities Exchange Act of 1934, as amended (the “*Exchange Act*”)), of beneficial ownership (as defined in Rule 13d-3 promulgated under the *Exchange Act*), directly or indirectly, of twenty (20) percent or more of the combined voting power of the then outstanding capital stock of *Company* that by its terms may be voted on all matters submitted to stockholders of *Company* generally (“*Voting Stock*”); provided, however, that the following acquisitions shall not constitute a *Change in Control*:
1. Any acquisition directly from *Company* (excluding any acquisition resulting from the exercise of a conversion or exchange privilege in respect of outstanding convertible or exchangeable securities unless such outstanding convertible or exchangeable securities were acquired directly from *Company*);
 2. Any acquisition by *Company*;
 3. Any acquisition by an employee benefit plan (or related trust) sponsored or maintained by *Company* or any corporation controlled by *Company*; or
 4. Any acquisition by any corporation pursuant to a reorganization, merger or consolidation involving *Company*, if, immediately after such reorganization, merger or consolidation, each of the conditions described in clauses (1), (2) and (3) of subparagraph 3(a)(iii)(B) below shall be satisfied; and provided further that, for purposes of clause (2) immediately above, if (i) any *Person* (other than *Company* or any employee benefit plan (or related trust) sponsored or maintained by *Company* or any corporation controlled by *Company*) shall become the beneficial owner of twenty (20) percent or more of the *Voting Stock* by reason of an acquisition of *Voting Stock* by *Company*, and (ii) such *Person* shall, after such acquisition by *Company*, become the beneficial owner of any additional shares of the *Voting Stock* and such beneficial ownership is publicly announced, then such additional beneficial ownership shall constitute a *Change in Control*; or
- B. Upon the consummation of a reorganization, merger or consolidation of *Company*, or a sale, lease, exchange or other transfer of all or substantially all of the assets of *Company*; excluding, however, any such reorganization, merger, consolidation, sale, lease, exchange or other transfer with respect to which, immediately after consummation of such transaction:
1. All or substantially all of the beneficial owners of the *Voting Stock* of *Company* outstanding immediately prior to such transaction continue to beneficially own, directly or indirectly (either by remaining outstanding or by being converted into voting securities of the entity resulting from such transaction), more than fifty (50) percent of the combined voting power of the voting securities of the entity resulting from such transaction (including, without limitation, *Company* or an entity which as a result of such transaction owns *Company* or all or substantially all of *Company*’s property or assets, directly or indirectly) (the “*Resulting Entity*”) outstanding immediately after such transaction, in substantially the same proportions relative to each other as their ownership immediately prior to such transaction; and
 2. No *Person* (other than any *Person* that beneficially owned, immediately prior to such reorganization, merger, consolidation, sale or other disposition, directly or indirectly, *Voting Stock* representing twenty (20) percent or more of the combined voting power of *Company*’s then outstanding securities) beneficially owns, directly or indirectly, twenty (20) percent or more of the combined voting power of the then outstanding securities of the *Resulting Entity*; and
 3. At least a majority of the members of the board of directors of the entity resulting from such transaction were members of the board of directors of *Company* (the “*Board*”) at the time of the execution of the initial

agreement or action of the *Board* authorizing such reorganization, merger, consolidation, sale or other disposition; or

- C. Upon the consummation of a plan of complete liquidation or dissolution of Company; or
 - D. When the *Initial Directors* cease for any reason to constitute at least a majority of the *Board*. For this purpose, an “*Initial Director*” shall mean those individuals serving as the directors of *Company* as of the date of this *Agreement*; provided, however, that any individual who becomes a director of *Company* at or after the first annual meeting of stockholders of *Company* following the date of this *Agreement* whose election, or nomination for election by *Company*’s stockholders, was approved by the vote of at least a majority of the *Initial Directors* then comprising the *Board* (or by the nominating committee of the *Board*, if such committee is comprised of *Initial Directors* and has such authority) shall be deemed to have been an *Initial Director*; and provided further, that no individual shall be deemed to be an *Initial Director* if such individual initially was elected as a director of *Company* as a result of: (1) an actual or threatened solicitation by a *Person* (other than the *Board*) made for the purpose of opposing a solicitation by the *Board* with respect to the election or removal of directors; or (2) any other actual or threatened solicitation of proxies or consents by or on behalf of any *Person* (other than the *Board*).
- iv. **Termination Date.** For purposes of this section 3, “*Termination Date*” shall mean the date on which *Executive* terminates employment with *Company* and its subsidiaries and affiliates, as specified in the *Notice of Termination*.
- b. **Change in Control Benefits.** In the event *Executive* becomes entitled to receive benefits under this section 3, the following shall apply:
- i. In consideration of *Executive*’s covenant in section 4 below, *Executive* shall be entitled to receive the following amounts, payable as provided in section 3(j):
 - A. A lump sum payment equal to the unpaid portion of *Executive*’s annual *Base Salary* and vacation accrued through the *Termination Date*;
 - B. A lump sum payment equal to *Executive*’s prorated *Annual Incentive Plan* payment;
 - C. A lump sum payment equal to *Executive*’s prorated *Long-Term Cash Incentive Plan* payment, if any; and
 - D. A lump sum payment equal to two times the sum of (1) *Executive*’s annual *Base Salary*; and (2) the greater of (i) *Executive*’s target annual incentive (as defined in the *Annual Incentive Plan*) for the year in which the *Change in Control* occurs and (ii) *Executive*’s average annual incentive calculated over the three (3) fiscal years immediately preceding the year in which the *Change in Control* occurs; and (3) an amount equal to the *Company* matching contribution to the defined contribution plan in which *Executive* is participating at the *Termination Date*.

Treatment of stock options, RSUs, or other equity awards shall be determined pursuant to *Executive*’s award agreement(s). *Executive* shall not be eligible for any new *Annual Incentive Plan* grants, *Long-Term Cash Incentive Plan* grants, or any other grants of stock options, RSUs, or other equity awards under the *Omnibus Plan* with respect to the *CIC Severance Period* as defined immediately below.

- ii. For a period of 24 months following *Executive*’s *Termination Date* (the “*CIC Severance Period*”), *Executive* shall have the right to elect continuation of the life insurance, personal accident insurance, travel accident insurance and accidental death and dismemberment insurance coverages which insurance coverages shall be provided at the same levels and the same costs in effect immediately prior to the *Change in Control*. Beginning on his *Termination Date*, *Executive* shall be eligible to elect continued coverage under the group medical and dental plan available to similarly situated senior executives. If *Executive* elects continuation coverage for medical coverage, dental coverage or both, he shall pay the entire COBRA premium charged for such continuation coverage during the *CIC Severance Period*; provided, however, that during the *CIC Severance Period*, *Company* shall reimburse *Executive*, on a taxable basis if so elected by *Company*, for that portion of the COBRA premium paid that exceeds the amount payable by an active executive of *Company* for similar coverage, as adjusted from time to time. Such reimbursement shall be made to *Executive* on the 20th day of each calendar month during the *CIC Severance Period*, or within ten (10) business days thereafter. The amount eligible for reimbursement under this subparagraph in any calendar year shall not affect any amounts eligible for reimbursement to

be provided in any other calendar year. In addition, *Executive's* right to reimbursement hereunder shall not be subject to liquidation or exchange for any other benefit. *Executive's* right to COBRA continuation coverage under any such group health plan shall be reduced by the number of months of coverage otherwise provided pursuant to this subparagraph. The premium charged for any continuation coverage after the end of the *CIC Severance Period* shall be entirely at *Executive's* expense and shall be the actuarially determined cost of the continuation coverage as determined by an actuary selected by the Company (in accordance with the requirements under COBRA, to the extent applicable). *Executive* shall not be entitled to reimbursement of any portion of the premium charged for such coverage after the end of the *CIC Severance Period*. *Executive's* COBRA continuation coverage shall terminate in accordance with the COBRA continuation of coverage provisions under *Company's* group medical and dental plans. If *Executive* has attained age fifty (50) and completed five (5) years of service with *Company* and its subsidiaries and affiliates (or would attain age fifty (50) and complete five (5) years of service if the *CIC Severance Period* is considered as employment), then, after exhausting any COBRA continuation coverage under the group medical plan, *Executive* may elect to participate in the Hanesbrands Inc. Choice Fund Open Access Plus HRA – Extended Medical Plan (or its successor) in accordance with the terms and conditions of such plan in effect on and after *Executive's Termination Date*; provided, that such retiree medical coverage shall not be available to *Executive* unless he elects such coverage within thirty (30) days following his *Termination Date*. The premium charged for such retiree medical coverage may be different from the premium charged an active employee for similar coverage.

- iii. If the aggregate benefits accrued by *Executive* as of the *Termination Date* under the savings and retirement plans sponsored by *Company* are not fully vested pursuant to the terms of the applicable plan(s), the difference between the benefits *Executive* is entitled to receive under such plans and the benefits he would have received had he been fully vested will be provided to *Executive* under the Hanesbrands Inc. Supplemental Employee Retirement Plan (the "*Supplemental Plan*"). In addition, for purposes of determining *Executive's* benefits under the *Supplemental Plan* and *Executive's* right to post-retirement medical benefits under the Hanesbrands Inc. Choice Fund Open Access Plus HRA – Extended Medical Plan (or its successor), additional years of age and service credits equivalent to the length of the *CIC Severance Period* shall be included. However, *Executive* will not be eligible to begin receiving any retirement benefits under any such plans until the date he would otherwise be eligible to begin receiving benefits under such plans.
- iv. Except as otherwise provided herein or in the applicable plan, participation in all other plans of *Company* or any subsidiary or affiliate of *Company* available to similarly situated executives of *Company*, shall cease on *Executive's Termination Date*.
- c. **Termination for Disability.** If *Executive's* employment is terminated due to *Disability* following a *Change in Control*, *Executive* shall receive his *Base Salary* through the *Termination Date*, at which time his benefits shall be determined in accordance with *Company's* disability, retirement, insurance and other applicable plans and programs then in effect, and *Executive* shall not be entitled to any other benefits provided by this *Agreement*.
- d. **Termination for Retirement or Death.** If *Executive's* employment is terminated by reason of his *Voluntary Retirement* or death following a *Change in Control*, *Executive's* benefits shall be determined in accordance with *Company's* retirement, survivor's benefits, insurance, and other applicable programs then in effect, and *Executive* shall not be entitled to any other benefits provided by this *Agreement*.
- e. **Termination for Cause, or Other Than for Good Reason or Retirement.** If *Executive's* employment is terminated either by *Company* for *Cause*, or voluntarily by *Executive* (other than for *Good Reason*) following a *Change in Control*, *Company* shall pay *Executive* his full *Base Salary* and accrued vacation through the *Termination Date*, at the rate then in effect, plus all other amounts to which such *Executive* is entitled under any compensation plans of *Company*, at the time such payments are due, and *Company* shall have no further obligations to such *Executive* under this *Agreement*.
- f. **Separation and Release Agreement.** No benefits under this section 3 shall be payable to *Executive* unless *Executive* and *Company* have executed and *Executive* has delivered to *Company* a "*Separation and Release Agreement*" (in substantially the form attached hereto as Exhibit A) within forty-five (45) days following the *Termination Date* and the release therein shall have become effective in accordance with its terms, and the payment of change in control benefits under this section 3 shall be subject to the terms and conditions of the *Separation and Release Agreement*.

- g. **Deferred Compensation.** All amounts previously deferred by or accrued to the benefit of *Executive* under any nonqualified deferred compensation plan sponsored by *Company* (including, without limitation, any vested amounts deferred under incentive plans), together with any accrued earnings thereon, shall be paid in accordance with the terms of such plan following *Executive*'s termination.
- h. **Notice of Termination.** Any termination of employment under this section 3 by *Company* or by *Executive* for *Good Reason* shall be communicated by a written notice which shall indicate the specific *Change in Control* termination provision relied upon, and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of *Executive*'s employment under the provision so indicated (a "*Notice of Termination*").
- i. **Termination of Benefits.** All rights to receive or continue to receive severance payments and benefits pursuant to this section 3 by reason of a *Change in Control* shall cease on the date *Executive* becomes reemployed by *Company* or any of its subsidiaries or affiliates.
- j. **Form and Timing of Benefits.** Subject to the provisions of this section 3, the *Change in Control* benefits described herein shall be paid to *Executive* in cash in a single lump sum payment as soon as practicable following the *Termination Date*, but in no event later than the fifteenth day of the third month after the date of the *Executive*'s termination of employment. The *Change in Control* benefits payable to *Executive* pursuant to this subparagraph (j) are intended to be exempt from *Section 409A* (as defined in section 15) under the exemption found in Regulation section 1.409A-(b)(4) for short-term deferrals.
- k. **Excise Tax Adjustment.** Subject to the limitation below, in the event that *Executive* becomes entitled to any payment or benefit under this section 3 (such benefits together with any other payments or benefits payable under any other agreement with, or plan or policy of, *Company* are referred to in the aggregate as the "*Total Payments*"), if all or any part of the *Total Payments* will, as determined by *Company*, be subject to the tax (the "*Excise Tax*") imposed by *Code* section 4999 (or any similar tax that may hereafter be imposed), then such payment shall be either: (i) provided to *Executive* in full, or (ii) provided to *Executive* to such lesser extent as would result in no portion of such payment being subject to such *Excise Tax*, whichever of the foregoing amounts, when taking into account applicable federal, state, local and foreign income and employment taxes, such *Excise Tax*, and any other applicable taxes, results in the receipt by *Executive*, on an after-tax basis, of the greatest amount of the payment, notwithstanding that all or some portion of such payment may be taxable under such *Excise Tax*. To the extent such payment needs to be reduced pursuant to the preceding sentence, reductions shall come from taxable amounts before non-taxable amounts and beginning with the payments otherwise scheduled to occur soonest. *Executive* agrees to cooperate fully with *Company* to determine the benefits applicable under this section. For purposes of determining whether any of the *Total Payments* will be subject to the *Excise Tax*, and the amounts of such *Excise Tax*, the following shall apply:
- i. Any other payments or benefits received or to be received by *Executive* in connection with a *Change in Control* or *Executive*'s termination of employment (whether pursuant to the terms of this *Agreement* or any other plan, policy, arrangement or agreement with *Company*, or with any *Person* whose actions result in a *Change in Control* or any *Person* affiliated with *Company* or such *Persons*) shall be treated as "parachute payments" within the meaning of *Code* section 280G(b)(2), and all "excess parachute payments" within the meaning of *Code* section 280G(b)(1) shall be treated as subject to the *Excise Tax*, unless in the opinion of *Company*'s tax counsel as supported by *Company*'s independent auditors and acceptable to *Executive*, such other payments or benefits (in whole or in part) do not constitute parachute payments, or unless such excess parachute payments (in whole or in part) represent reasonable compensation for services actually rendered within the meaning of *Code* section 280G(b)(4) in excess of the base amount within the meaning of *Code* section 280G(b)(3), or are otherwise not subject to the *Excise Tax*;
- ii. The value of any noncash benefits or any deferred payment or benefit shall be determined by *Company*'s independent auditors in accordance with the principles of *Code* sections 280G(d)(3) and (4); and
- iii. *Executive* shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation, and state and local income taxes at the highest marginal rate of taxation in the state and locality of *Executive*'s residence on the *Termination Date*, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.
- l. **Company's Payment Obligation.** Subject to the provisions of section 4, *Company*'s obligation to make the payments and the arrangements provided in this section 3 shall be absolute and unconditional, and shall not be affected by any circumstances,

including, without limitation, any offset, counterclaim, recoupment, defense, or other right which *Company* may have against *Executive* or anyone else. All amounts payable by *Company* under this section 3 shall be paid without notice or demand and each and every payment made by *Company* shall be final, and *Company* shall not seek to recover all or any part of such payment from *Executive* or from whomsoever may be entitled thereto, for any reason except as provided in section 3(k) above or in section 4.

- m. **Other Employment.** *Executive* shall not be obligated to seek other employment in mitigation of the amounts payable or arrangements made under this section 3, and the obtaining of any such other employment shall in no event result in any reduction of *Company's* obligations to make the payments and arrangements required to be made under this section 3, except to the extent otherwise specifically provided in this *Agreement*.
- n. **Payment of Legal Fees and Expenses.** To the extent permitted by law, *Company* shall reimburse *Executive* for all reasonable legal fees, costs of litigation or arbitration, prejudgment or pre-award interest, and other expenses incurred in good faith by *Executive* as a result of *Company's* refusal to provide benefits under this section 3, or as a result of *Company* contesting the validity, enforceability or interpretation of the provisions of this section 3, or as the result of any conflict (including conflicts related to the calculation of parachute payments or the characterization of *Executive's* termination) between *Executive* and *Company*; provided that the conflict or dispute is resolved in *Executive's* favor and *Executive* acts in good faith in pursuing his rights under this section 3.

Such reimbursement shall be made within thirty (30) days following final resolution, in favor of *Executive*, of the conflict or dispute giving rise to such fees and expenses. In no event shall *Executive* be entitled to receive the reimbursements provided for in this subparagraph if he acts in bad faith or pursues a claim without merit, or if he fails to prevail in any action instituted by him or *Company*.

- o. **Arbitration for Change in Control Benefits.** Any dispute or controversy arising under or in connection with the benefits provided under this section 3 shall promptly and expeditiously be submitted to arbitration in accordance with the Commercial **Arbitration** Rules of the American Arbitration Association in effect at the time of such arbitration proceeding utilizing a panel of three (3) arbitrators sitting in a location selected by *Executive* within fifty (50) miles from the location of his employment with *Company*. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The costs and expenses of both parties, including, without limitation, attorneys' fees shall be borne by *Company*. Pending the resolution of any such dispute, controversy or claim, *Executive* (and his beneficiaries) shall, except to the extent that the arbitrator otherwise expressly provides, continue to receive all payments and benefits due under this section 3.

4. **Remedies.** In the event of any actual or threatened breach of the provisions of this *Agreement* or any separation and release agreement, the party who claims such breach or threatened breach shall give the other party written notice and, except in the case of a breach which is not susceptible to being cured, ten calendar days in which to cure. In the event of a breach of any provision of this *Agreement* or any separation and release agreement by *Executive*, (i) *Executive* shall reimburse *Company*: the full amount of any payments made under section 2(b)(i), (ii) or (iii) or section 3(b)(i) of this *Agreement* (as the case may be), (ii) *Company* shall have the right, in addition to and without waiving any other rights to monetary damages or other relief that may be available to *Company* at law or in equity, to immediately discontinue any remaining payments due under subparagraph 2(b)(i), (ii) or (iii) or subparagraph 3(b)(i) of this *Agreement* (as the case may be) including but not limited to any remaining *Salary Portion of Severance* payments, and (iii) the *Severance Period* or the *CIC Severance Period* (as the case may be) shall thereupon cease, provided that *Executive's* obligations under, if applicable, any separation and release agreement shall continue in full force and effect in accordance with their terms for the entire duration of the *Severance Period* or *CIC Severance Period* as applicable. In addition, *Executive* acknowledges that *Company* will suffer irreparable injury in the event of a breach or violation or threatened breach or violation of the provisions of this *Agreement* or any separation and release agreement and agrees that in the event of an actual or threatened breach or violation of such provisions, in addition to the other remedies or rights available to under this *Agreement* or otherwise, *Company* shall be awarded injunctive relief in the federal or state courts located in North Carolina to prohibit any such violation or breach or threatened violation or breach, without necessity of posting any bond or security.

5. **Committee.** Except as specifically provided herein, this *Agreement* shall be administered by the Compensation and Benefits Committee of the *Board* (the "*Committee*"). The *Committee* may delegate any administrative duties, including, without limitation, duties with respect to the processing, review, investigation, approval and payment of severance/*Change in Control* benefits, to designated individuals or committees.

6. **Claims Procedure.** If *Executive* believes that he is entitled to receive severance benefits under this *Agreement*, he may file a claim in writing with the *Committee* within ninety (90) days after the date such *Executive* believes he should have received such benefits. No later than ninety (90) days after the receipt of the claim, the *Committee* shall either allow or deny the claim in writing. A denial of a claim, in whole or in part, shall be written in a manner calculated to be understood by *Executive* and shall include the specific reason or reasons for the denial; specific reference to the pertinent provisions of this *Agreement* on which the denial is based; a description of any additional material or information necessary for *Executive* to perfect the claim and an explanation of why such material or information is necessary; and an explanation of the claim review procedure. *Executive* (or his duly authorized representative) may within sixty (60) days after receipt of the denial of his claim request a review upon written application to the *Committee*; review pertinent documents; and submit issues and comments in writing. The *Committee* shall notify *Executive* of its decision on review within sixty (60) days after receipt of a request for review unless special circumstances require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than one-hundred twenty (120) days after receipt of a request for review. Notice of the decision on review shall be in writing. The *Committee*'s decision on review shall be final and binding on *Executive* and any successor in interest. If *Executive* subsequently wishes to file a claim under section 502(a) of ERISA, any legal action must be filed within ninety (90) days of the *Committee*'s final decision. *Executive* must exhaust the claims procedure provided in this section 6 before filing a claim under ERISA with respect to any benefits provided under section 2 of this *Agreement*.

7. **Notices.** Any notice required or permitted to be given under this *Agreement* shall be sufficient if in writing and either delivered in person or sent by first class, certified or registered mail, postage prepaid, if to *Company* at *Company*'s principal place of business, and if to *Executive*, at his home address most recently filed with *Company*, or to such other address as either party shall have designated in writing to the other party.

8. **Governing Law.** This *Agreement* shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to any state's conflict of law principles.

9. **Severability and Construction.** If any provision of this *Agreement* is declared void or unenforceable or against public policy, such provision shall be deemed severable and severed from this *Agreement* and the balance of this *Agreement* shall remain in full force and effect. If a court of competent jurisdiction determines that any restriction in this *Agreement* is overbroad or unreasonable under the circumstances, such restriction shall be modified or revised by such court to include the maximum reasonable restriction allowed by law.

10. **Waiver.** Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition.

11. **Entire Agreement Modifications.** This *Agreement* (including all exhibits hereto) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter hereof. In the event of any inconsistency between any provision of this *Agreement* and any provision of any plan, employee handbook, personnel manual, program, policy, arrangement or agreement of *Company* or any of its subsidiaries or affiliates, the provisions of this *Agreement* shall control. This *Agreement* may be modified or amended only by an instrument in writing signed by both parties.

12. **Withholding.** All payments made to *Executive* pursuant to this *Agreement* will be subject to withholding of employment taxes and other lawful deductions, as applicable.

13. **Survivorship.** Except as otherwise set forth in this *Agreement*, to the extent necessary to carry out the intentions of the parties hereunder the respective rights and obligations of the parties hereunder shall survive any termination of *Executive*'s employment.

14. **Successors and Assigns.** This *Agreement* shall bind and shall inure to the benefit of *Company* and any and all of its successors and assigns. This *Agreement* is personal to *Executive* and shall not be assignable by *Executive*. *Company* may assign this *Agreement* to any entity which (i) purchases all or substantially all of the assets of *Company* or (ii) is a direct or indirect successor (whether by merger, sale of stock or transfer of assets) of *Company*. Any such assignment shall be valid so long as the entity which succeeds to *Company* expressly assumes *Company*'s obligations hereunder and complies with its terms.

15. **Compliance with Code Section 409A.** To the extent applicable, it is intended that the payment of benefits described in this *Agreement* comply with Code section 409A and all guidance or regulations thereunder ("Section 409A"), or qualify for an exemption from Section 409A (e.g., the short-term deferral exception and the "two times" pay exemption applicable to severance payments). This *Agreement* will, to the extent subject to Section 409A, at all times be construed in a manner to comply with Section 409A and should

any provision be found not in compliance with *Section 409A*, *Executive* hereby agrees to any changes to the terms of this *Agreement* deemed necessary and required by legal counsel for *Company* to achieve compliance with *Section 409A*, including any applicable exemptions. By signing a copy of this *Agreement*, *Executive* irrevocably waives any objections he may have to any changes that may be required by *Section 409A*. In no event will any payment that becomes payable pursuant to this *Agreement* that is considered “deferred compensation” within the meaning of *Section 409A*, if any, and does not satisfy any of the applicable exemptions under *Section 409A*, be accelerated in violation of *Section 409A*. To the extent that any amount payable hereunder upon *Executive*’s termination of employment is subject to *Section 409A*, payment shall not be made until *Executive* incurs a “separation from service,” as defined in *Section 409A*, from *Company*. If *Executive* is a “specified employee” as defined in *Section 409A*, any payment that becomes payable upon his termination of employment pursuant to this *Agreement* that is considered “deferred compensation” within the meaning of *Section 409A* and does not satisfy any of the applicable exemptions under *Section 409A* may not be made before the date that is six months after *Executive*’s separation from service (or death, if earlier). To the extent *Executive* becomes subject to the six-month delay rule, all payments that would have been made to *Executive* during the six months following his separation from service that are not otherwise exempt from *Section 409A*, if any, will be accumulated and paid to *Executive* during the seventh month following his separation from service, and any remaining payments due will be made in their ordinary course as described in this *Agreement*. *Company* will notify *Executive* should he become subject to the six-month delay rule. For purposes of *Section 409A*, any right to receive any installment payments pursuant to this *Agreement* shall be treated as a right to receive a series of separate and distinct payments.

IN WITNESS WHEREOF, *Company* and *Executive* have duly executed and delivered this *Agreement* as of the day and year first above written.

EXECUTIVE

—

HANESBRANDS INC.

By:___
Title:

Exhibit A

MODEL FORM

SEPARATION AND RELEASE AGREEMENT

Hanesbrands Inc. (“*Company*”) and **[NAME]** (“*Executive*”) enter into this Separation and Release Agreement which was received by Executive on the ___ day of ____, 20__, signed by Executive on the ___ day of ____, 20__, and is effective on the ___ day of ____, 20__ (the “*Effective Date*”). The Effective Date shall be no less than 7 days after the date signed by Executive.

WITNESSETH:

WHEREAS, Executive has been employed by the Company as a ____; and

WHEREAS, Executive’s employment with the Company is terminated as of ____, 200__ (the “*Termination Date*”); and

WHEREAS, pursuant to that certain Severance/Change in Control Agreement between Company and Executive dated ____, 2020 (the “*Change in Control Agreement*”), upon a termination of Executive’s employment that satisfies the conditions specified in the Change in Control Agreement, Executive is entitled to the benefits described in the Change in Control Agreement provided Executive executes a separation and release agreement acceptable to Company; and

WHEREAS, this separation and release agreement (the “*Agreement*”) is intended to satisfy the requirements of the Change in Control Agreement and to form a part of the Change in Control Agreement in such a manner that all the rights, duties and obligations arising between Executive and Company, including, but in no way limited to, any rights, duties and obligations that have arisen or might arise out of or are in any way related to Executive’s employment with the Company and the conclusion of that employment are settled herein through the joinder of the Change in Control Agreement with this Agreement.

NOW, THEREFORE, in consideration of the obligations of the parties under the Change in Control Agreement and the additional covenants and mutual promises herein contained, it is further agreed as follows:

- 1. Termination Date.** Executive agrees to resign Executive’s employment and all appointments Executive holds with Company, and its subsidiaries and affiliates, on the Termination Date. Executive understands and agrees that Executive’s employment with the Company will conclude on the close of business on the Termination Date.
- 2. Termination Benefits.** Executive and Company agree that Executive shall receive the benefits described in the Change in Control Agreement, less all applicable withholding taxes and other customary payroll deductions, provided in the Change in Control Agreement.
- 3. Receipt of Other Compensation.** Executive acknowledges and agrees that, other than as specifically set forth in the Change in Control Agreement or this Agreement, following the Termination Date, Executive is not and will not be due any compensation, including, but not limited to, compensation for unpaid salary (except for amounts unpaid and owing for Executive’s employment with Company, its subsidiaries or affiliates prior to the Termination Date), unpaid bonus, severance and accrued or unused vacation time or vacation pay from the Company or any of its subsidiaries or affiliates. Except as provided herein or in the Change in Control Agreement, Executive will not be eligible to participate in any of the benefit plans of the Company after Executive’s Termination Date. However, Executive will be entitled to receive benefits which are vested and accrued prior to the Termination Date pursuant to the employee benefit plans of the Company. Any participation by Executive (if any) in any of the compensation or benefit plans of the Company as of and after the Termination Date shall be subject to and determined in accordance with the terms and conditions of such plans, except as otherwise expressly set forth in the Change in Control Agreement or this Agreement.
- 4. Continuing Cooperation.** Following the Termination Date, Executive agrees to cooperate with all reasonable requests for information made by or on behalf of Company with respect to the operations, practices and policies of the Company. In connection with any such requests, the Company shall reimburse Executive for all out-of-pocket expenses reasonably and necessarily incurred in responding to such request(s).
- 5. Executive’s Representation and Warranty.** Executive hereby represents and warrants that, during Executive’s period of employment with the Company, Executive did not willfully or negligently breach Executive’s duties as an employee or officer of the

Company, did not commit fraud, embezzlement, or any other similar dishonest conduct, and did not violate the Company's business standards.

6. **Non-Solicitation and Non-Compete.** In consideration of the benefits provided under this Agreement and in the Change in Control Agreement, Executive agrees that during Executive's employment and for the duration of the applicable Severance Period as determined pursuant to the terms of the Change in Control Agreement, Executive will not, without the prior written consent of Company, either alone or in association with others, (a) solicit for employment or assist or encourage the solicitation for employment, any employee of Company, or any of its subsidiaries or affiliates, (b) induce or attempt to induce any customer (i) with whom Executive or any employee under Executive's direct supervision had material contact during the last two years of Executive's employment with the Company or (ii) about whom Executive obtained trade secrets or confidential information in the course of Executive's employment with the Company to cease or reduce doing business with the Company or any of its subsidiaries or affiliates, or interfere with the relationship between the Company or any of its subsidiaries or affiliates, on the one hand, and any such customer, on the other hand, or (c) within the Territory, directly or indirectly counsel, advise, perform services for, or be employed by, or otherwise engage or participate in, in each case, in any capacity that is similar to the capacity in which Executive provided services to the Company or that could require the performance of duties or functions similar to those performed as an employee of the Company, any Competing Business (regardless of whether Executive receives compensation of any kind). For purposes of this Agreement, a "Competing Business" shall mean any commercial activity which competes or is reasonably likely to compete with any business that the Company conducts, or demonstrably anticipates conducting, at any time during Executive's employment. The "Territory" shall mean (i) anywhere in the world in which the Company or any of its subsidiaries or affiliates engaged in commercial operations during the last two years of Executive's employment with the Company, including (without limitation) the United States of America, Canada, Mexico, France, Australia, New Zealand, Japan, Italy, Germany, Spain, the United Kingdom, Brazil, China, and/or the Caribbean Basin and (ii) any geographic area with respect to which Executive had direct or indirect responsibility during the last two years of Executive's employment. Executive may rely on a written communication from the Company's Chief Executive Officer or Chief Legal Officer regarding a determination by the Company that the provisions of this paragraph 6 would not prohibit specified activities proposed to be undertaken by Executive.

7. **Confidentiality.** At all times after the Effective Date, Executive will maintain the confidentiality of all information in whatever form concerning Company or any of its subsidiaries or affiliates relating to its or their businesses, customers, finances, strategic or other plans, marketing, employees, trade practices, trade secrets, know-how or other matters which are not generally known outside Company or any of its subsidiaries or affiliates, and Executive will not, directly or indirectly, make any disclosure thereof to anyone, or make any use thereof, on Executive's own behalf or on behalf of any third party, unless specifically requested by or agreed to in writing by an executive officer of Company. In addition, Executive agrees that Executive will not disclose the existence or terms of this Agreement to any third parties with the exception of Executive's accountants, attorneys, or spouse, and shall ensure that none of them discloses such existence or terms to any other person, except as required to comply with law. Executive will promptly return to Company all reports, files, memoranda, records, computer equipment and software, credit cards, cardkey passes, door and file keys, computer access codes or disks and instructional manuals, and other physical or personal property which Executive received or prepared or helped prepare in connection with Executive's employment and Executive will not retain any copies, duplicates, reproductions or excerpts thereof. The obligations of this paragraph 7 shall survive the expiration of this Agreement. Notwithstanding any other provision of this Agreement, Executive is not prohibited from (i) providing truthful testimony or accurate information in connection with any investigation being conducted into the business or operations of the Company by any government agency or other regulator that is responsible for enforcing a law on behalf of the government or (ii) otherwise providing information to the appropriate government agency regarding conduct or action undertaken or omitted to be taken by the Company that Executive reasonably believes is illegal or in non-compliance with any financial disclosure or other legal or regulatory requirement applicable to the Company, or from making any other disclosures that are protected under the whistleblower provisions of applicable law or regulation; provided, that in making any such disclosures, Executive agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any confidential information to any parties other than the relevant government agencies. Additionally, Executive will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed under seal in a lawsuit or other proceeding. If Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the Company's trade secrets to the Executive's attorney and use the trade secret information in the court proceeding if the Executive (A) files any document containing trade secrets under seal; and (B) does not disclose trade secrets, except pursuant to court order. Executive is not required to obtain the approval of, or give notice to, the Company or any of its representatives to take any action permitted under this Section 7.

8. **Non-Disparagement.** At all times after the Effective Date, Executive will not disparage or criticize, orally or in writing, the business, products, policies, decisions, directors, officers or employees of Company or any of its subsidiaries or affiliates to any person. Company also agrees that none of its executive officers will disparage or criticize Executive to any person or entity. The obligations of this paragraph 8 shall survive the expiration of this Agreement.

9. **Breach of Agreement.** Any actual or threatened breach of this Agreement will be handled as provided in the Change in Control Agreement.

10. **Release.**

- a. Executive on behalf of Executive, Executive's heirs, executors, administrators and assigns, does hereby knowingly and voluntarily release, acquit and forever discharge Company and any of its subsidiaries, affiliates, successors, assigns and past, present and future directors, officers, employees, trustees and shareholders (the "Released Parties") from and against any and all complaints, claims, cross-claims, third-party claims, counterclaims, contribution claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses of any nature whatsoever, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, which, at any time up to and including the date on which Executive signs this Agreement, exists, have existed, or may arise from any matter whatsoever occurring, including, but not limited to, any claims arising out of or in any way related to Executive's employment with Company or its subsidiaries or affiliates and the conclusion thereof, which Executive, or any of Executive's heirs, executors, administrators, assigns, affiliates, and agents ever had, now has or at any time hereafter may have, own or hold against any of the Released Parties based on any matter existing on or before the date on which Executive signs this Agreement. Executive acknowledges that in exchange for this release, Company is providing Executive with total consideration, financial or otherwise, which exceeds what Executive would have been given without the release. By executing this Agreement, Executive is waiving, without limitation, all claims (except for the filing of a charge with an administrative agency) against the Released Parties arising under federal, state and local labor and antidiscrimination laws, any employment related claims under the employee Retirement Income Security Act of 1974, as amended, and any other restriction on the right to terminate employment, including, without limitation, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, as amended, and the North Carolina Equal Employment Practices Act, as amended. Nothing herein shall release any party from any obligation under this Agreement. Executive acknowledges and agrees that this release and the covenant not to sue set forth in paragraph (c) below are essential and material terms of this Agreement and that, without such release and covenant not to sue, no agreement would have been reached by the parties and no benefits under the Change in Control Agreement would have been paid. Executive understands and acknowledges the significance and consequences of this release and this Agreement.
- b. EXECUTIVE SPECIFICALLY WAIVES AND RELEASES THE RELEASED PARTIES FROM ALL CLAIMS EXECUTIVE MAY HAVE AS OF THE DATE EXECUTIVE SIGNS THIS AGREEMENT REGARDING CLAIMS OR RIGHTS ARISING UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, 29 U.S.C. § 621 ("ADEA"). EXECUTIVE FURTHER AGREES: (i) THAT EXECUTIVE'S WAIVER OF RIGHTS UNDER THIS RELEASE IS KNOWING AND VOLUNTARY AND IN COMPLIANCE WITH THE OLDER WORKERS BENEFIT PROTECTION ACT OF 1990; (ii) THAT EXECUTIVE UNDERSTANDS THE TERMS OF THIS RELEASE; (iii) THAT EXECUTIVE'S WAIVER OF RIGHTS IN THIS RELEASE IS IN EXCHANGE FOR CONSIDERATION THAT WOULD NOT OTHERWISE BE OWING TO EXECUTIVE PURSUANT TO ANY PREEXISTING OBLIGATION OF ANY KIND HAD EXECUTIVE NOT SIGNED THIS RELEASE; (iv) THAT EXECUTIVE HEREBY IS AND HAS BEEN ADVISED IN WRITING BY COMPANY TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS RELEASE; (v) THAT COMPANY HAS GIVEN EXECUTIVE A PERIOD OF AT LEAST TWENTY-ONE (21) DAYS WITHIN WHICH TO CONSIDER THIS RELEASE; (vi) THAT EXECUTIVE REALIZES THAT FOLLOWING EXECUTIVE'S EXECUTION OF THIS RELEASE, EXECUTIVE HAS SEVEN (7) DAYS IN WHICH TO REVOKE THIS RELEASE BY WRITTEN NOTICE TO THE UNDERSIGNED, AND (vii) THAT THIS ENTIRE AGREEMENT SHALL BE VOID AND OF NO FORCE AND EFFECT IF EXECUTIVE CHOOSES TO SO REVOKE, AND IF EXECUTIVE CHOOSES NOT TO SO REVOKE, THAT THIS AGREEMENT AND RELEASE THEN BECOME EFFECTIVE AND ENFORCEABLE UPON THE EIGHTH DAY AFTER EXECUTIVE SIGNS THIS AGREEMENT.
- c. To the maximum extent permitted by law, Executive covenants not to sue or to institute or cause to be instituted any action in any federal, state, or local agency or court against any of the Released Parties, including, but not limited to, any of the claims released this Agreement. Notwithstanding the foregoing, nothing herein shall prevent Executive or any of the Released Parties

from filing a charge with an administrative agency, from instituting any action required to enforce the terms of this Agreement, or from challenging the validity of this Agreement. In addition, nothing herein shall be construed to prevent Executive from enforcing any rights Executive may have to recover vested benefits under the Employee Retirement Income Security Act of 1974, as amended.

- d. Executive represents and warrants that: (i) Executive has not filed or initiated any legal, equitable, administrative, or other proceeding(s) against any of the Released Parties; (ii) no such proceeding(s) have been initiated against any of the Released Parties on Executive's behalf; (iii) Executive is the sole owner of the actual or alleged claims, demands, rights, causes of action, and other matters that are released in this paragraph 10; (iv) the same have not been transferred or assigned or caused to be transferred or assigned to any other person, firm, corporation or other legal entity; and (v) Executive has the full right and power to grant, execute, and deliver the releases, undertakings, and agreements contained in this Agreement.
- e. The consideration offered herein is accepted by Executive as being in full accord, satisfaction, compromise and settlement of any and all claims or potential claims, and Executive expressly agrees that Executive is not entitled to and shall not receive any further payments, benefits, or other compensation or recovery of any kind from Company or any of the other Released Parties. Executive further agrees that in the event of any further proceedings whatsoever based upon any matter released herein, Company and each of the other Released Parties shall have no further monetary or other obligation of any kind to Executive, including without limitation any obligation for any costs, expenses and attorneys' fees incurred by or on behalf of Executive.

11. **Executive's Understanding.** Executive acknowledges by signing this Agreement that Executive has read and understands this document, that Executive has conferred with or had opportunity to confer with Executive's attorney regarding the terms and meaning of this Agreement, that Executive has had sufficient time to consider the terms provided for in this Agreement, that no representations or inducements have been made to Executive except as set forth in this Agreement, and that Executive has signed the same KNOWINGLY AND VOLUNTARILY.

12. **Non-Reliance.** Executive represents to Company and Company represents to Executive that in executing this Agreement they do not rely and have not relied upon any representation or statement not set forth herein made by the other or by any of the other's agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement, or otherwise.

13. **Severability of Provisions.** In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement are held to be excessively broad as to duration, scope, activity or subject, such provisions will be construed by limiting and reducing them so as to be enforceable to the maximum extent compatible with applicable law.

14. **Non-Admission of Liability.** Executive agrees that neither this Agreement nor the performance by the parties hereunder constitutes an admission by any of the Released Parties of any violation of any federal, state, or local law, regulation, common law, breach of any contract, or any other wrongdoing of any type.

15. **Assignability.** The rights and benefits under this Agreement are personal to Executive and such rights and benefits shall not be subject to assignment, alienation or transfer, except to the extent such rights and benefits are lawfully available to the estate or beneficiaries of Executive upon death. Company may assign this Agreement to any parent, affiliate or subsidiary or any entity which at any time whether by merger, purchase, or otherwise acquires all or substantially all of the assets, stock or business of Company.

16. **Choice of Law.** This Agreement shall be constructed and interpreted in accordance with the internal laws of the State of North Carolina without regard to any state's conflict of law principles.

17. **Entire Agreement.** This Agreement, together with the Change in Control Agreement, sets forth all the terms and conditions with respect to compensation, remuneration of payments and benefits due Executive from Company and supersedes and replaces any and all other agreements or understandings Executive may have or may have had with respect thereto. This Agreement may not be modified or amended except in writing and signed by both Executive and an authorized representative of Company.

18. **Notice.** Any notice to be given hereunder shall be in writing and shall be deemed given when mailed by certified mail, return receipt requested, addressed as follows:

To Executive at:

[add address]

To the Company at:

Hanesbrands Inc.
Attention: General Counsel
1000 East Hanes Mill Road
Winston-Salem, NC 27105

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

EXECUTIVE

—

HANESBRANDS INC.

By: __
Title: __

Exhibit B

Schedule of Parties to Severance/Change in Control Agreement

<u>Name</u>	<u>Date of Agreement</u>
Michael E. Faircloth	August 21, 2013
Jonathan Ram	May 21, 2018
Kristin L. Oliver	September 8, 2020
Greg L. Hall	January 12, 2021
Joseph W. Cavaliere	February 8, 2021
Tracy M. Preston	March 29, 2021
Michael P. Dastugue	May 1, 2021

HANESBRANDS INC. SUBSIDIARIES AND REGISTERED BRANCHES
as of January 1, 2022

UNITED STATES SUBSIDIARIES

UNITED STATES	
Name of Subsidiary	Jurisdiction of Formation
Alternative Apparel, Inc.	Delaware
BA International, L.L.C.	Delaware
CC Products LLC	Delaware
Ceibena Del, Inc.	Delaware
Event 1 LLC	Delaware
GearCo LLC	Delaware
GFSI Holdings LLC	Delaware
GFSI LLC	Delaware
GTM Retail, Inc.	Kansas
Hanes El Pedregal Holdings LLC	Delaware
Hanes Global Holdings U.S. Inc.	Delaware
Hanes Jiboa Holdings LLC	Delaware
Hanes Menswear, LLC	Delaware
Hanesbrands Direct, LLC	Colorado
Hanesbrands Export Canada LLC	Delaware
HBI Branded Apparel Enterprises, LLC	Delaware
HBI International Holdings U.S. Inc.	Delaware
HBI Playtex Bath LLC	Delaware
HBI Receivables LLC	Delaware
HBI Sourcing, LLC	Delaware
HBI WH Minority Holdings LLC	Delaware
Inner Self LLC	Delaware
It's Greek To Me, Inc.	Kansas
Jasper-Costa Rica, L.L.C.	Delaware
Knights Apparel LLC	Delaware
Knights Holdco LLC	Delaware
Maidenform (Bangladesh) LLC	Delaware
Maidenform (Indonesia) LLC	Delaware
Maidenform Brands LLC	Delaware
Maidenform International LLC	Delaware
Maidenform LLC	Delaware
MF Retail LLC	Delaware
Playtex Dorado, LLC	Delaware
Playtex Industries, Inc.	Delaware
Playtex Marketing Corporation (50% owned)	Delaware
Seamless Textiles, LLC	Delaware

INTERNATIONAL SUBSIDIARIES

INTERNATIONAL	
Name of Subsidiary	Jurisdiction of Formation
Bali Dominicana Inc.	Panama
Bali Dominicana Textiles S.A.	Panama
Bali Dominicana Textiles S.A. Dominican Republic Branch	Dominican Republic
BNT Holdco Pty Limited	Australia
Bras N Things Hong Kong Limited	Hong Kong
Bras N Things New Zealand Limited	New Zealand
Bras N Things Pty Ltd	Australia
Bras N Things South Africa (Pty) Ltd	South Africa
Canadelle Holding Corporation Limited	Canada
Canadelle Limited Partnership	Canada
Cartex Manufacturera S. de R. L.	Costa Rica
Caysock, Inc.	Cayman Islands
Caytex, Inc.	Cayman Islands
Caywear, Inc.	Cayman Islands
Ceiba Industrial, S. De R.L.	Honduras
Champion (UK) (Champion Products Europe Limited – UK Branch)	United Kingdom
Champion Deutschland GmbH	Germany
Champion Europe S.r.l.	Italy
Champion Europe S.r.l. – French Innerwear Branch	France
Champion Europe S.r.l. Greek Branch	Greece
Champion Europe S.r.l. Sucursal en Espana (Spanish Branch)	Spain
Champion Europe Services S.r.l.	Italy
Champion International Trademarks GmbH (Champion International Trademarks S.a r.l.)	Switzerland
Champion Northern Europe (Champion Products Europe Limited – Norwegian Branch)	Norway
Champion Northern Europe, Branch (Champion Products Europe Limited – Swedish Branch)	Sweden
Champion Products Benelux (aka Champion Products Europe Dutch Branch)	Netherlands
Champion Products Europe Limited	Ireland
Champion Products Europe Limited (French Branch)	France
Champion Turkey A.S.	Turkey
Choloma, Inc.	Cayman Islands
Confecciones Atlantida S. De R.L.	Honduras
Confecciones del Valle, S. De R.L.	Honduras
Confecciones El Pedregal Inc.	Cayman Islands
Confecciones El Pedregal S.A. de C.V.	El Salvador
Confecciones Jiboa S.A. de C.V.	El Salvador
Confecciones La Caleta	Cayman Islands
Confecciones La Caleta Dominican Republic Branch	Dominican Republic
Confecciones La Herradura S.A. de C.V.	El Salvador
Confecciones La Libertad, Ltda de C.V.	El Salvador

Dos Rios Enterprises, Inc.	Cayman Islands
Dos Rios Enterprises, Inc. Dominican Republic Branch	Dominican Republic
Game 7 Athletics S.r.l.	Italy
GFSI Canada Company	Canada
GFSI LLC – Hong Kong Branch	Hong Kong
GFSI Southwest, S. de R.L. de C.V.	Mexico
Hanes (Shanghai) Business Service Co., Ltd.	China
Hanes (Shanghai) Business Service Co., Ltd. – Dongguan Branch	China
Hanes Australasia Pty Ltd	Australia
Hanes Australia Pty Ltd	Australia
Hanes Austria GmbH	Austria
Hanes Benelux BV/SRL	Belgium
Hanes Benelux BV/SRL – Netherlands Branch	Netherlands
Hanes Bodywear Germany GmbH	Germany
Hanes Bodywear Germany GmbH – Netherlands Branch	Netherlands
Hanes Brands Incorporated de Costa Rica, S.A.	Costa Rica
Hanes Caribe, Inc.	Cayman Islands
Hanes Caribe, Inc. Dominican Republic Branch	Dominican Republic
Hanes Central Services Europe S.A.S.	France
Hanes Choloma, S. de R. L.	Honduras
Hanes Colombia, S.A.	Colombia
Hanes Commercial Europe S.a r.l.	Luxembourg
Hanes Commercial Europe S.a r.l. Sucursal en Espana	Spain
Hanes Czech Republic, s.r.o.	Czech Republic
Hanes de Centroamerica S.A.	Guatemala
Hanes de El Salvador, S.A. de C.V.	El Salvador
Hanes Dominican, Inc.	Cayman Islands
Hanes Dominican, Inc. Dominican Republic Branch	Dominican Republic
Hanes Finance Europe S.A.S.	France
Hanes France S.A.S.	France
Hanes France - Succursale en Belgique (Hanes France S.A.S. Belgian Branch)	Belgium
Hanes Germany GmbH	Germany
Hanes Global Holdings Luxembourg S.a r.l.	Luxembourg
Hanes Global Holdings Switzerland GmbH	Switzerland
Hanes Global Supply Chain Europe S.a r.l.	Luxembourg
Hanes Global Supply Chain Germany GmbH	Germany
Hanes Global Supply Chain Philippines, Inc.	Philippines
Hanes Global Supply Chain Romania SRL	Romania
Hanes Global Supply Chain Slovakia AS	Slovakia
Hanes Holdings Asia Limited	Hong Kong
Hanes Holdings Australasia Pty Ltd	Australia
Hanes Holdings Hong Kong Limited	Hong Kong
Hanes Holdings Lux S.à.r.l.	Luxembourg
Hanes Holdings UK Limited	United Kingdom

Hanes Hungary KFT	Hungary
Hanes Ink Honduras, S.A. de C.V.	Honduras
Hanes Innerwear Australia Pty Ltd	Australia
Hanes IP Bonds Australia Pty Ltd	Australia
Hanes IP Europe S.a r.l.	Luxembourg
Hanes Italy Srl	Italy
Hanes New Zealand Limited	New Zealand
Hanes Operations Europe S.A.S.	France
Hanes Outsourcing Philippines Inc.	Philippines
Hanes Panama Inc.	Panama
Hanes Poland Sp z.o.o.	Poland
Hanes Portugal, Lda.	Portugal
Hanes Rus, Limited Liability Company	Russian Federation
Hanes Singapore Pte. Ltd.	Singapore
Hanes South Africa (Pty) Ltd	South Africa
Hanes Switzerland GmbH	Switzerland
Hanes Technology Services Australia Pty Ltd	Australia
Hanes Trading (Shanghai) Company Ltd	China
Hanesbrands (HK) Limited	Hong Kong
Hanesbrands (Nanjing) Textile Co., Ltd.	China
Hanesbrands Apparel (Hong Kong) Limited	Hong Kong
Hanesbrands Apparel India Private Limited	India
Hanesbrands Argentina S.A.	Argentina
Hanesbrands Brasil Textil Ltda.	Brazil
Hanesbrands Canada NS ULC	Canada
Hanesbrands Caribbean Logistics, Inc.	Cayman Islands
Hanesbrands Caribbean Logistics, Inc. Dominican Republic Branch	Dominican Republic
Hanesbrands Chile SpA	Chile
Hanesbrands Corporate Services (Hong Kong) Limited	Hong Kong
Hanesbrands Corporate Services/ Jordan LLC	Jordan
Hanesbrands Dominicana, Inc.	Cayman Islands
Hanesbrands Dominicana, Inc. Dominican Republic Branch	Dominican Republic
Hanesbrands Dos Rios Textiles, Inc.	Cayman Islands
Hanesbrands Dos Rios Textiles, Inc. Dominican Republic Branch	Dominican Republic
Hanesbrands El Salvador, Ltda. de C.V.	El Salvador
Hanesbrands Finance Luxembourg S.C.A.	Luxembourg
Hanesbrands GP Luxembourg S.a r.l.	Luxembourg
Hanesbrands Holdings (Mauritius) Limited	Mauritius
Hanesbrands Holdings Singapore Pte. Ltd.	Singapore
Hanesbrands International (Thailand) Ltd.	Thailand
Hanesbrands Japan Inc.	Japan
Hanesbrands Korea LLC	Korea
Hanesbrands Luxembourg Holdings Hong Kong Limited	Hong Kong

Hanesbrands Philippines Inc.	Philippines
Hanesbrands ROH Asia Ltd.	Thailand
Hanesbrands Slovakia s.r.o.	Slovakia
Hanesbrands Spain S.A.	Spain
Hanesbrands Switzerland Holdings GmbH	Switzerland
Hanesbrands UK Ltd	United Kingdom
Hanesbrands Vietnam Company Limited	Vietnam
Hanesbrands Vietnam Hue Company Limited	Vietnam
HBI Alpha Holdings, Inc.	Cayman Islands
HBI Beta Holdings, Inc.	Cayman Islands
HBI Compania de Servicios, S.A. de C.V.	El Salvador
HBI Holdings Australasia Pty Ltd	Australia
HBI Holdings Lux S.a r.l.	Luxembourg
HBI Holdings Switzerland GmbH	Switzerland
HBI IP Holdings Switzerland GmbH	Switzerland
HBI Italy Acquisition Co. S.r.l.	Italy
HBI Manufacturing (Thailand) Ltd.	Thailand
HBI Servicios Administrativos S. de R.L.	Costa Rica
HBI Socks de Honduras, S. de R.L. de C.V.	Honduras
HBI Sourcing Asia Limited	Hong Kong
HBI Supply Chain Costa Rica, S.R.L.	Costa Rica
HBI Uno Holdings, Inc.	Cayman Islands
Industrias El Porvenir, S. de R.L.	Honduras
Inversiones Bonaventure S.A. de C.V.	El Salvador
It's Greek To Me, Inc. Shenzhen Representative Office	China
J.E. Morgan de Honduras, S.A.	Honduras
Jasper Honduras, S.A.	Honduras
Jasper-Salvador, S.A. de C.V.	El Salvador
Jogbra Honduras, S.A.	Honduras
Maidenform (Bangladesh) LLC – Bangladesh Liaison Office	Bangladesh
Maidenform Brands International Limited	Ireland
Manufacturera Ceibena S. de R.L.	Honduras
Manufacturera Comalapa S.A. de C.V.	El Salvador
Manufacturera de Cartago, S.R.L.	Costa Rica
Manufacturera San Pedro Sula, S. de R.L.	Honduras
MF Brands S.A. de C.V.	Mexico
MF Supreme Brands de Mexico, S.A. de C.V.	Mexico
MFB International Holdings S.a r.l.	Luxembourg
PT Hanes Supply Chain Indonesia	Indonesia
PT. HBI Sourcing Indonesia	Indonesia
PTX (D.R.), Inc.	Cayman Islands
PTX (D.R.), Inc. Dominican Republic Branch	Dominican Republic
PW France S.A.S.	France
Rinplay S. de R.L. de C.V.	Mexico

Sagepar SARL	France
Seamless Puerto Rico, Inc.	Puerto Rico
Servicios de Soporte Intimate Apparel, S. de R.L.	Costa Rica
Sheridan Australia Pty Limited	Australia
Sheridan N.Z. Limited	New Zealand
Sheridan U.K. Limited	United Kingdom
Socks Dominicana S.A.	Dominican Republic
Texlee El Salvador, Ltda. de C.V.	El Salvador
The Harwood Honduras Companies, S. de R.L.	Honduras
Universo Sport Immobiliare S.r.l.	Italy
VSE Verwaltungsgesellschaft mbH	Germany

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-248667, 333-240312, 333-238100, 333-214449, 333-188168 and 333-137143) of Hanesbrands Inc. of our report dated February 16, 2022 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
Greensboro, North Carolina
February 16, 2022

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

I, Stephen B. Bratspies, certify that:

1. I have reviewed this Annual Report on Form 10-K 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: February 16, 2022

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

I, Michael P. Dastugue, certify that:

1. I have reviewed this Annual Report on Form 10-K 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/ Michael P. Dastugue

Michael P. Dastugue
Chief Financial Officer

Date: February 16, 2022

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

In connection with the Annual Report of Hanesbrands Inc. (“Hanesbrands”) on Form 10-K for the fiscal year ended January 1, 2022 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: February 16, 2022

The foregoing certification is being furnished to accompany Hanesbrands Inc.’s Annual Report on Form 10-K for the fiscal year ended January 1, 2022 (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.

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

In connection with the Annual Report of Hanesbrands Inc. (“Hanesbrands”) on Form 10-K for the fiscal year ended January 1, 2022 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Michael P. Dastugue, 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/ Michael P. Dastugue

Michael P. Dastugue
Chief Financial Officer

Date: February 16, 2022

The foregoing certification is being furnished to accompany Hanesbrands Inc.’s Annual Report on Form 10-K for the fiscal year ended January 1, 2022 (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.