

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

FORM 10-Q

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

For the quarterly period ended April 4, 2026

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: 001-38854



KONTOOR BRANDS, INC.

(Exact name of registrant as specified in its charter)

North Carolina

(State or other jurisdiction of incorporation or organization)

83-2680248

(I.R.S. employer identification number)

400 N. Elm Street

Greensboro, North Carolina 27401

(Address of principal executive offices)

(336) 332-3400

(Registrant's telephone number, including area code)

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

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, no par value	KTB	New York Stock Exchange

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

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

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

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. Yes No

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

The number of shares of Common Stock of the registrant outstanding as of May 1, 2026, was 55,272,359.

KONTOOR BRANDS, INC.

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PART I — FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS (UNAUDITED)

KONTOOR BRANDS, INC.
Consolidated Balance Sheets
(Unaudited)

(In thousands, except share amounts)

	March 2026	December 2025	March 2025
ASSETS			
Current assets			
Cash and cash equivalents	\$ 56,411	\$ 77,215	\$ 320,790
Accounts receivable, net	244,996	209,419	131,958
Inventories	463,501	435,945	298,810
Prepaid expenses and other current assets	99,156	102,056	57,371
Current assets of discontinued operations	259,335	256,481	278,849
Total current assets	1,123,399	1,081,116	1,087,778
Property, plant and equipment, net	112,657	113,285	82,955
Operating lease assets	124,193	110,330	18,931
Intangible assets, net	450,206	445,584	6,791
Goodwill	459,211	451,006	129,034
Other assets	215,292	212,294	176,045
Other assets of discontinued operations	165,117	169,057	174,145
TOTAL ASSETS	\$ 2,650,075	\$ 2,582,672	\$ 1,675,679
LIABILITIES AND EQUITY			
Current liabilities			
Current portion of long-term debt	\$ 13,125	\$ 8,750	\$ —
Accounts payable	240,111	195,560	161,240
Accrued and other current liabilities	192,209	237,864	112,481
Operating lease liabilities, current	29,763	22,418	10,328
Current liabilities of discontinued operations	125,808	129,035	107,091
Total current liabilities	601,016	593,627	391,140
Operating lease liabilities, noncurrent	101,865	95,422	10,464
Other liabilities	168,091	164,431	77,484
Long-term debt	1,130,622	1,134,579	735,640
Other liabilities of discontinued operations	29,612	29,746	34,279
Total liabilities	2,031,206	2,017,805	1,249,007
Commitments and contingencies			
Equity			
Preferred Stock, no par value; shares authorized, 90,000,000; no shares outstanding at March 2026, December 2025 and March 2025	—	—	—
Common Stock, no par value; shares authorized, 600,000,000; shares outstanding of 55,162,567 at March 2026; 55,239,594 at December 2025 and 55,432,156 at March 2025	—	—	—
Additional paid-in capital	366,049	358,130	331,670
Retained earnings	295,858	274,280	209,588
Accumulated other comprehensive loss	(43,038)	(67,543)	(114,586)
Total equity	618,869	564,867	426,672
TOTAL LIABILITIES AND EQUITY	\$ 2,650,075	\$ 2,582,672	\$ 1,675,679

See accompanying notes to unaudited consolidated financial statements.

KONTOOR BRANDS, INC.
Consolidated Statements of Operations
(Unaudited)

Three Months Ended March

(In thousands, except per share amounts)

	2026	2025
Net revenues	\$ 613,322	\$ 423,001
Costs and operating expenses		
Cost of goods sold	283,948	230,267
Selling, general and administrative expenses	239,269	161,365
Total costs and operating expenses	523,217	391,632
Operating income	90,105	31,369
Interest expense	(16,084)	(9,808)
Interest income	2,184	3,319
Other expense, net	(2,602)	(10,293)
Income from continuing operations before income taxes	73,603	14,587
Income taxes	(17,964)	(4,338)
Income from equity method investment	5,399	—
Income from continuing operations	61,038	10,249
Income from discontinued operations, net of tax	31,401	32,633
Net income	\$ 92,439	\$ 42,882
Earnings per common share - basic		
Continuing operations	\$ 1.10	\$ 0.18
Discontinued operations	\$ 0.57	\$ 0.59
Total earnings per common share - basic	\$ 1.67	\$ 0.77
Earnings per common share - diluted		
Continuing operations	\$ 1.09	\$ 0.18
Discontinued operations	\$ 0.56	\$ 0.58
Total earnings per common share - diluted	\$ 1.65	\$ 0.76
Weighted average shares outstanding		
Basic	55,222	55,355
Diluted	55,996	56,059

See accompanying notes to unaudited consolidated financial statements.

KONTOOR BRANDS, INC.
Consolidated Statements of Comprehensive Income
(Unaudited)

	Three Months Ended March	
	2026	2025
(In thousands)		
Income from continuing operations	\$ 61,038	\$ 10,249
Other comprehensive income		
Net change in foreign currency translation	16,313	6,073
Net change in defined benefit pension plans	(63)	(25)
Net change in derivative financial instruments	8,255	(3,984)
Total other comprehensive income, net of related taxes	24,505	2,064
Comprehensive income	\$ 85,543	\$ 12,313

See accompanying notes to unaudited consolidated financial statements.

KONTOOR BRANDS, INC.
Consolidated Statements of Cash Flows
(Unaudited)

	Three Months Ended March	
	2026	2025
<small>(In thousands)</small>		
OPERATING ACTIVITIES		
Net income	\$ 92,439	\$ 42,882
Income from discontinued operations, net of tax	31,401	32,633
Income from continuing operations, net of tax	61,038	10,249
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation and amortization	13,752	7,349
Stock-based compensation	6,073	14,041
Provision for doubtful accounts	2,197	469
Other	(13,557)	657
Changes in operating assets and liabilities, net of business acquisition effects:		
Accounts receivable	(42,466)	18,037
Inventories	(23,420)	(38,775)
Accounts payable	43,926	28,136
Income taxes	14,501	8,006
Accrued and other current liabilities	(50,458)	(4,139)
Other assets and liabilities	4,644	9,997
Cash provided by operating activities - continuing operations	16,230	54,027
Cash provided by operating activities - discontinued operations	30,031	23,598
Cash provided by operating activities	46,261	77,625
INVESTING ACTIVITIES		
Property, plant and equipment expenditures	(5,963)	(2,318)
Capitalized computer software	(2,383)	(1,337)
Proceeds from sale of assets	7,242	—
Proceeds from deferred purchase price settlements	5,601	—
Other	(208)	508
Cash provided (used) by investing activities - continuing operations	4,289	(3,147)
Cash used by investing activities - discontinued operations	(384)	(1,615)
Cash provided (used) by investing activities	3,905	(4,762)
FINANCING ACTIVITIES		
Borrowings under revolving credit facility	22,500	—
Repayments under revolving credit facility	(22,500)	—
Repayments of term loan	—	(5,000)
Repurchases of Common Stock	(25,000)	—
Dividends paid	(29,339)	(28,824)
Shares withheld for taxes, net of proceeds from issuance of Common Stock	(15,154)	(4,052)
Cash used by financing activities	(69,493)	(37,876)
Effect of foreign currency rate changes on cash and cash equivalents	(2,009)	(12,343)
Net change in cash and cash equivalents	(21,336)	22,644
Cash and cash equivalents – beginning of period	108,442	334,066
Cash and cash equivalents – end of period	\$ 87,106	\$ 356,710

See accompanying notes to unaudited consolidated financial statements.

KONTOOR BRANDS, INC.
Consolidated Statements of Equity
(Unaudited)

(In thousands, except per share amounts)

	Common Stock		Additional Paid- in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Equity
	Shares	Amounts				
Balance, December 2025	55,240	\$ —	\$ 358,130	\$ 274,280	\$ (67,543)	\$ 564,867
Net income	—	—	—	92,439	—	92,439
Stock-based compensation, net	248	—	7,919	(16,523)	—	(8,604)
Other comprehensive income	—	—	—	—	24,505	24,505
Dividends on Common Stock (\$0.53 per share)	—	—	—	(29,338)	—	(29,338)
Repurchases of Common Stock, including excise tax	(325)	—	—	(25,000)	—	(25,000)
Balance, March 2026	55,163	\$ —	\$ 366,049	\$ 295,858	\$ (43,038)	\$ 618,869

(In thousands, except per share amounts)

	Common Stock		Additional Paid- in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Equity
	Shares	Amounts				
Balance, December 2024	55,311	\$ —	\$ 316,746	\$ 199,959	\$ (116,650)	\$ 400,055
Net income	—	—	—	42,882	—	42,882
Stock-based compensation, net	121	—	14,924	(4,429)	—	10,495
Other comprehensive income	—	—	—	—	2,064	2,064
Dividends on Common Stock (\$0.52 per share)	—	—	—	(28,824)	—	(28,824)
Balance, March 2025	55,432	\$ —	\$ 331,670	\$ 209,588	\$ (114,586)	\$ 426,672

See accompanying notes to unaudited consolidated financial statements.

KONTOOR BRANDS, INC.
Notes to Consolidated Financial Statements
(Unaudited)

NOTE 1 — BASIS OF PRESENTATION

Description of Business

Kontoor Brands, Inc. (collectively with its subsidiaries, "Kontoor," the "Company," "we," "us" or "our") is a global lifestyle apparel company, with a portfolio led by three of the world's most iconic consumer brands: *Wrangler*[®], *Lee*[®] and *Helly Hansen*[®]. The Company designs, manufactures, procures, sells and licenses apparel, footwear and accessories, primarily under our brand names. Our products are sold in the United States ("U.S.") and internationally, primarily in the Europe, Middle East and Africa ("EMEA"), Asia-Pacific ("APAC") and Non-U.S. Americas regions. We also license the use of our brands in certain regions.

The Company's products are sold through wholesale and direct-to-consumer channels, primarily through mass merchants, outdoor and sporting goods stores, specialty stores, department stores, Company-operated stores, concession retail stores, independently-operated partnership stores, business-to-business through our workwear and uniform businesses and online, including digital marketplaces. In China, our *Helly Hansen*[®] business is operated through a joint venture arrangement.

Planned Divestiture of the Lee[®] Business

The Company commenced a sale process of its global *Lee*[®] brand and associated business (the "*Lee*[®] business") during the first quarter of 2026, with an expectation of completing a transaction during fiscal 2026. At the end of the first quarter of 2026, the Company determined that the *Lee*[®] business met held-for-sale and discontinued operations accounting criteria. Accordingly, the assets and liabilities of the *Lee*[®] business are reported as held-for-sale in the Company's balance sheets for all periods presented. Additionally, the Company reported the *Lee*[®] business as discontinued operations in its statements of operations and statements of cash flows for all periods presented. Refer to Note 2 to the Company's financial statements in this Form 10-Q for additional information. The *Lee*[®] business was previously reported as a separate operating segment in our financial statements.

Sale of the Rock & Republic[®] Brand and Associated Business

On March 3, 2026, the Company completed a transaction to sell the *Rock & Republic*[®] brand and associated business. The Company determined that the divestiture of *Rock & Republic*[®] did not meet the discontinued operations accounting criteria and the results of *Rock & Republic*[®] are included in income from continuing operations through the date of disposition.

Acquisition of Helly Hansen

On May 31, 2025, we completed the acquisition of Helly Hansen (the "Acquisition"), and the results of operations have been included in the Company's financial statements since that date. Refer to Note 3 to the Company's financial statements in this Form 10-Q for additional information related to the Acquisition.

Fiscal Year

The Company operates and reports using a 52/53-week fiscal year ending on the Saturday closest to December 31 of each year. Accordingly, this Form 10-Q presents the first quarter of the Company's fiscal year ending January 2, 2027 ("fiscal 2026"), which is a 52-week fiscal year. For presentation purposes herein, all references to periods ended March 2026, December 2025 and March 2025 correspond to the fiscal periods ended April 4, 2026, January 3, 2026, and March 29, 2025, respectively.

Macroeconomic Environment

Global macroeconomic conditions that continued to impact the Company during the first quarter of 2026 included geopolitical impacts, global supply chain issues, inconsistent consumer demand, continued declines in interest rates, and ongoing fluctuations in foreign currency exchange rates and inflation. Broader macroeconomic impacts also influence consumer demand.

Geopolitical impacts arising from the U.S. - Iran conflict have increased uncertainty in global trade and transportation. Although we do not operate directly in the region of conflict, our supply chain and product availability are impacted by disruptions to shipping routes, higher freight, fuel and energy costs and delays at our suppliers in the production or movement of goods.

As discussed below, the U.S. government continues to enact significant changes to its tariff regime. The ongoing impact of tariff rate changes and uncertainty regarding the outcomes of trade negotiations is contributing to macroeconomic volatility.

The Company considered the impact of these developments on the assumptions and estimates used when preparing these quarterly financial statements including, but not limited to, our allowance for doubtful accounts, inventory valuations, liabilities for variable consideration, deferred tax valuation allowances, fair value measurements including asset impairment evaluations and purchase price allocation, the effectiveness of the Company's hedging instruments and expected compliance with all applicable financial covenants in our 2025 Credit Agreement (as defined in Note 10 to the Company's financial statements in this Form 10-Q). These assumptions and estimates may change as new events occur and additional information is obtained regarding the impact of the above conditions. Such future changes may have an adverse impact on the Company's results of operations, financial position and liquidity.

KONTOOR BRANDS, INC.
Notes to Consolidated Financial Statements
(Unaudited)

Other Recent Developments - U.S. Tariffs

During 2025 and at the beginning of 2026, the U.S. government enacted and continued to enact significant changes to its tariff regime which impacted rates on virtually all imports. In February 2026, the U.S. Supreme Court issued a ruling that tariffs imposed under the International Emergency Economic Powers Act ("IEEPA") on goods imported into the United States were unauthorized, effectively invalidating IEEPA tariffs that had been in effect since the second quarter of 2025. Immediately following the Supreme Court ruling, the U.S. government initiated new tariffs under Section 122 of the Trade Act ("Section 122 tariffs") which have been in effect since February 24, 2026.

In March 2026, the U.S. Court of International Trade ("CIT") issued an order directing U.S. Customs and Border Protection ("CBP") to process refunds of the IEEPA tariffs. In April 2026, the CBP released a new system to process IEEPA tariff refunds, allowing importers to submit refund claims. We believe it is probable that we will recover the IEEPA tariffs previously paid and have recognized a net receivable under the loss recovery accounting model of \$53.7 million as of March 2026, on a consolidated basis. During the three months ended March 2026, we reduced cost of goods sold by approximately \$49.0 million, representing the expense for IEEPA tariffs on inventory sold to customers since the tariffs were enacted in the second quarter of 2025. Additionally, we reduced the carrying value of inventory on hand as of March 2026 by \$4.7 million for tariffs previously capitalized as cost of inventory. There continues to be uncertainty and legal challenges to current and proposed tariff regimes, including a ruling in May 2026 by the CIT that the new Section 122 tariffs are also invalid. We continue to monitor U.S. tariff-related developments.

Basis of Presentation - Interim Financial Statements

The accompanying unaudited interim financial statements have been prepared in accordance with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X and do not include all of the information and notes required by generally accepted accounting principles in the U.S. ("GAAP") for complete financial statements. In the opinion of management, the accompanying financial statements contain all normal and recurring adjustments necessary to fairly state the financial position, results of operations and cash flows of the Company for the interim periods presented. Operating results for the three months ended March 2026 are not necessarily indicative of results that may be expected for any other interim period or for fiscal 2026. The unaudited financial statements should be read in conjunction with the audited consolidated financial statements included in the Company's 2025 Annual Report on Form 10-K for the fiscal year ended January 3, 2026, as filed with the Securities and Exchange Commission on March 4, 2026 ("2025 Annual Report on Form 10-K").

Recently Adopted Accounting Standards

In July 2025, the FASB issued ASU 2025-05, "*Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*," which introduces a practical expedient for all entities intended to reduce the cost and complexity of estimating credit losses for current accounts receivable and contract assets arising from transactions accounted for under ASC Topic 606, *Revenue from Contracts with Customers*. The guidance is effective for fiscal years beginning after December 15, 2025 and interim periods within those annual reporting periods. This guidance was adopted by the Company during the first quarter of 2026 and we elected the practical expedient, which allows the Company to utilize the current conditions as of the balance sheet date in estimating conditions over the remaining life of its current accounts receivable and contract assets. The adoption did not have a material impact on the Company's financial statements.

Recently Issued Accounting Standards

In November 2024, the FASB issued ASU 2024-03, "*Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*," and in January 2025, the FASB issued ASU 2025-01, "*Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date*." This guidance requires disclosure of detailed expense information, including inventory and manufacturing expense, employee compensation, depreciation and intangible asset amortization, for certain income statement line items. This guidance is effective for fiscal years beginning after December 15, 2026, and for interim periods beginning after December 15, 2027, with early adoption permitted. The Company does not expect that this ASU will have a material impact on its financial statements, but it will require increased disclosures within the notes to its financial statements.

In September 2025, the FASB issued ASU 2025-06, "*Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software*," which modernizes the accounting for internal-use software and increases the operability of the recognition guidance considering different methods of software development. The guidance is effective for fiscal years beginning after December 15, 2027, and interim periods within those annual reporting periods, with early adoption permitted. The Company is currently evaluating the impact that adoption of this guidance will have on its financial statements and disclosures.

In September 2025, the FASB issued ASU 2025-07, "*Derivatives and Hedging (Topic 815) and Revenue from Contracts with Customers (Topic 606): Derivatives Scope Refinements and Scope Clarification*," which clarifies the scope of derivative accounting for certain contracts. The guidance is effective for fiscal years beginning after December 15, 2026, and interim periods within those annual reporting periods, with early adoption permitted. The Company is currently evaluating the impact that adoption of this guidance will have on its financial statements and disclosures.

KONTOOR BRANDS, INC.
Notes to Consolidated Financial Statements
(Unaudited)

In November 2025, the FASB issued ASU 2025-09, "*Derivatives and Hedging (Topic 815): Hedge Accounting Improvements*," which includes targeted amendments to improve the clarity and operability of hedge accounting guidance and enhance consistency in the application of hedge accounting requirements. The guidance is effective for fiscal years beginning after December 15, 2026, and interim periods within those annual reporting periods, with early adoption permitted. The Company is currently evaluating the impact that adoption of this guidance will have on its financial statements and disclosures.

In December 2025, the FASB issued ASU 2025-11, "*Interim Reporting (Topic 270)*," which clarifies interim reporting disclosure requirements, improves the navigability of interim reporting guidance within the Codification and enhances consistency in the application of interim reporting standards. This amendment is intended to simplify the preparation and presentation of interim financial statements by consolidating existing guidance and eliminating inconsistencies. The guidance is effective for fiscal years beginning after December 15, 2027, and interim periods within those annual reporting periods, with early adoption permitted. The Company is currently evaluating the impact that adoption of this guidance will have on its financial statements and disclosures.

In December 2025, the FASB issued ASU 2025-12, "*Codification Improvements*," which includes targeted amendments to clarify and simplify various aspects of U.S. GAAP and improve consistency within the Codification. The amendments address a range of topics and are intended to eliminate inconsistencies, correct unintended application issues, and improve the clarity and usability of existing guidance. The guidance is effective for fiscal years beginning after December 15, 2026, and interim periods within those annual reporting periods, with early adoption permitted. The Company is currently evaluating the impact that adoption of this guidance will have on its financial statements and disclosures.

NOTE 2 — ASSETS HELD-FOR-SALE AND DISCONTINUED OPERATIONS

The Company continuously assesses the composition of its portfolio to ensure it is aligned with its strategic objectives and positioned to maximize growth and returns to shareholders.

The Company commenced a sale process of its global *Lee*[®] brand and associated business during the first quarter of 2026, with an expectation of completing a transaction during fiscal 2026. At the end of the first quarter of 2026, the Company determined that the *Lee*[®] business met held-for-sale criteria and reported the assets and liabilities of the *Lee*[®] business as held-for-sale in the Company's balance sheets for all periods presented. Additionally, the planned sale represents a strategic shift that will have a major effect on the Company's operations and financial results. Accordingly, the Company reported the *Lee*[®] business as discontinued operations in its statements of operations and statements of cash flows for all periods presented. The results of the *Lee*[®] business were historically reported in the Lee segment. Income from discontinued operations, net of tax was \$31.4 million and \$32.6 million for the three months ended March 2026 and March 2025, respectively.

During the three months ended March 2026, the Company determined that the decision to pursue a sale transaction of the *Lee*[®] business was a triggering event that required impairment testing of goodwill, the indefinite-lived intangible asset and long-lived assets of the Lee reporting unit. No impairment charges were required to be recorded as a result of the testing performed. Refer to Note 11 to the Company's financial statements in this Form 10-Q for additional details regarding the impairment testing related to the *Lee*[®] business.

Certain corporate overhead costs and segment costs previously allocated to the *Lee*[®] business for segment reporting purposes did not qualify for classification within discontinued operations and have been reported in continuing operations for all periods presented. For the three months ended March 2026 and March 2025, previously allocated costs of \$1.5 million and \$1.0 million, respectively, were reported as cost of goods sold in our statements of operations. For the three months ended March 2026 and March 2025, previously allocated costs of \$7.3 million and \$7.9 million, respectively, were reported as selling, general and administrative expenses in our statements of operations. These previously allocated costs were reported within corporate and other expenses in the segment reporting reconciliation in [Note 5](#) to the Company's financial statements in this Form 10-Q.

Summarized Discontinued Operations Financial Information

The following table summarizes the major line items for the *Lee*[®] business that are included in income from discontinued operations, net of tax, in the Company's statements of operations:

KONTOOR BRANDS, INC.
Notes to Consolidated Financial Statements
(Unaudited)

	Three Months Ended March	
	2026	2025
(In thousands)		
Net revenues	\$ 194,288	\$ 199,900
Cost of goods sold	91,475	96,998
Selling, general and administrative expenses	62,854	60,972
Interest income	98	121
Other expense, net	(267)	(707)
Income from discontinued operations before income taxes	\$ 39,790	\$ 41,344
Income taxes	(8,389)	(8,711)
Income from discontinued operations, net of tax	\$ 31,401	\$ 32,633

The following table summarizes the carrying amounts of major classes of assets and liabilities of discontinued operations as of March 2026, December 2025 and March 2025:

(In thousands)	March 2026	December 2025	March 2025
Cash and cash equivalents	\$ 30,695	\$ 31,227	\$ 35,920
Accounts receivable, net	71,060	67,005	76,303
Inventories	135,383	130,737	144,260
Prepaid expenses and other current assets	22,197	27,512	22,366
Total current assets of discontinued operations	259,335	256,481	278,849
Property, plant and equipment, net	17,213	17,443	17,324
Operating lease assets	30,246	31,249	33,484
Intangible assets, net	4,743	4,833	4,483
Goodwill	79,861	80,131	80,119
Other assets	33,054	35,401	38,735
Total other assets of discontinued operations	165,117	169,057	174,145
Total assets of discontinued operations	\$ 424,452	\$ 425,538	\$ 452,994
Accounts payable	\$ 56,910	\$ 49,554	\$ 41,519
Accrued and other current liabilities	57,603	68,236	54,327
Operating lease liabilities, current	11,295	11,245	11,245
Total current liabilities of discontinued operations	125,808	129,035	107,091
Operating lease liabilities, noncurrent	20,218	21,455	23,858
Other liabilities	9,394	8,291	10,421
Total other liabilities of discontinued operations	29,612	29,746	34,279
Total liabilities of discontinued operations	\$ 155,420	\$ 158,781	\$ 141,370

NOTE 3 — ACQUISITION

On February 18, 2025, the Company entered into a definitive agreement to acquire all of the issued and outstanding share capital of CTC Triangle B.V., a Netherlands private limited liability company, which is the parent of a group of companies that operate the *Helly Hansen*® and *Musto*® brands. During the first and second quarters of 2025, the Company entered into foreign currency exchange contracts totaling \$1.3 billion Canadian dollars ("CAD") to hedge the purchase price of the acquisition.

The Acquisition was completed on May 31, 2025 (the "Closing Date"), with cash consideration paid of \$1.3 billion CAD, equivalent to \$957.5 million U.S. dollars. The purchase price was funded by indebtedness and cash on hand. The final purchase price of \$934.7 million reflects working capital and other closing adjustments.

Helly Hansen® is a premium global outdoor and workwear brand, and *Musto*® is a premium sailing and outdoor brand. The Acquisition scales Kontoor's penetration in the large and growing outdoor and workwear markets globally, and diversifies Kontoor's portfolio across geographies, categories, consumers and points of distribution. The Company performed an analysis under ASC 280, *Segment Reporting*, and concluded that the *Helly Hansen*® brand is a reportable segment. In addition, we determined that the *Musto*® brand does not meet the criteria to be considered a reportable segment and is reported in the "Other" category.

KONTOOR BRANDS, INC.
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The results of operations of the Acquisition have been included in the Company's financial statements since the Closing Date. For the three months ended March 2026, net revenues attributable to the Acquisition were \$176.0 million and net income was \$18.1 million.

The following table summarizes the preliminary purchase price allocation of the estimated fair values of assets acquired and liabilities assumed at the Closing Date of the Acquisition:

(In thousands)	May 31, 2025	
Cash and cash equivalents	\$	33,467
Accounts receivable, net		79,509
Inventories		171,940
Prepaid expenses and other current assets		13,902
Property, plant and equipment, net		35,615
Operating lease assets		96,640
Intangible assets		440,000
Deferred income tax assets		14,085
Other assets		36,061
Total assets acquired	\$	921,219
Accounts payable	\$	50,997
Accrued and other current liabilities		71,922
Operating lease liabilities, current		15,463
Operating lease liabilities, noncurrent		81,527
Deferred income tax liabilities		81,943
Other liabilities		5,407
Total liabilities assumed	\$	307,259
Net assets acquired	\$	613,960
Goodwill		320,729
Purchase price	\$	934,689

During the measurement period, adjustments may be made to the values of the assets acquired and liabilities assumed as additional information is obtained. Since the Closing Date, the Company has recorded measurement period adjustments resulting in an increase to goodwill of \$43.0 million, primarily related to working capital, inventory and deferred income taxes. These measurement period adjustments did not have a material impact on the statements of operations. The Company is continuing to value the assets acquired and liabilities assumed, primarily related to the finalization of income tax matters and assumed liabilities. Accordingly, the amounts indicated above are preliminary in nature. The final determination of the purchase price allocation will be completed in the second quarter of 2026.

Goodwill is attributable to the acquired workforce of Helly Hansen and the significant synergies expected to arise as a result of the Acquisition. Substantially all of the goodwill was assigned to the Helly Hansen segment and is not deductible for tax purposes.

The *Helly Hansen*[®] and *Musto*[®] trademarks, which management believes to have indefinite lives, have been valued at \$400.0 million and \$4.0 million, respectively. Customer relationships have been valued at \$36.0 million and are being amortized using an accelerated method over a 12-year period.

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The following table summarizes the unaudited pro forma results of operations for the Company, on a continuing operations basis, assuming that the Acquisition had occurred on December 31, 2023, which is the first day of fiscal year 2024:

	Three Months Ended March	
	2026	2025
(In thousands, except per share amounts)		
Net revenues	\$ 613,322	\$ 577,105
Income from continuing operations	\$ 61,296	\$ 22,968
Earnings per common share from continuing operations		
Basic	\$ 1.11	\$ 0.41
Diluted	\$ 1.09	\$ 0.41

These pro forma results were based on estimates and assumptions which management believes are reasonable. They do not reflect the results that would have been realized had we been a combined company during the periods presented and are not necessarily indicative of our consolidated results of operations in future periods. The pro forma results include adjustments primarily related to interest expense from incremental borrowings and purchase accounting including depreciation and amortization. Acquisition costs and other non-recurring charges incurred in 2025 are assumed to have been incurred in 2024 under the pro forma assumptions. No assumptions have been applied to the pro forma results regarding potential operating cost savings or other business synergies expected to be achieved.

Joint Venture

On May 31, 2025, as part of the Acquisition, the Company acquired a 50% noncontrolling financial interest in a joint venture that distributes *Helly Hansen*[®] products in China. The *Helly Hansen*[®] brand has a licensing arrangement with the joint venture where it receives royalties based on a percentage of the joint venture's net revenues. The Company has the ability to exercise significant influence, but not control, over the joint venture, and as such it is not consolidated. The Company accounts for the joint venture under the equity method of accounting, and recognizes 50% of the joint venture's profits and losses. The Company reports its 50% of the joint venture's profits and losses as "Income from equity method investment", a separate component of 'Income from continuing operations' within the statements of operations. The Company initially recorded its investment in the joint venture at fair value, which is reflected in the Company's preliminary purchase price allocation within "other assets."

NOTE 4 — REVENUES

Disaggregation of Revenue

The following tables present revenues disaggregated by channel and geography. Revenues from licensing arrangements are included within the U.S. or International Wholesale channels, based on the respective region where the licensee sells the product. Direct-to-Consumer revenues include sales from company-operated *Wrangler*[®] and *Helly Hansen*[®] branded full-price and outlet stores, online and international concession arrangements.

Other includes sales and licensing of the *Musto*[®] and *Chic*[®] brands, as well as other company-owned brands, private label apparel and the *Rock & Republic*[®] brand through the date of disposition.

	Three Months Ended March 2026			
	Wrangler	Helly Hansen	Other	Total
(In thousands)				
Channel revenues				
U.S. Wholesale	\$ 339,098	\$ 16,840	\$ 1,605	\$ 357,543
International Wholesale	52,843	100,972	8,265	162,080
Direct-to-Consumer	43,898	47,668	2,133	93,699
Total	\$ 435,839	\$ 165,480	\$ 12,003	\$ 613,322
Geographic revenues				
U.S.	\$ 373,749	\$ 36,154	\$ 1,876	\$ 411,779
International	62,090	129,326	10,127	201,543
Total	\$ 435,839	\$ 165,480	\$ 12,003	\$ 613,322

KONTOOR BRANDS, INC.
Notes to Consolidated Financial Statements
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(In thousands)	Three Months Ended March 2025			
	Wrangler	Helly Hansen	Other	Total
Channel revenues				
U.S. Wholesale	\$ 335,504	\$ —	\$ 2,609	\$ 338,113
International Wholesale	45,225	—	—	45,225
Direct-to-Consumer	39,517	—	146	39,663
Total	\$ 420,246	\$ —	\$ 2,755	\$ 423,001
Geographic revenues				
U.S.	\$ 368,302	\$ —	\$ 2,755	\$ 371,057
International	51,944	—	—	51,944
Total	\$ 420,246	\$ —	\$ 2,755	\$ 423,001

Contract Balances and Performance Obligations

The following table presents information about contract balances recorded in the Company's balance sheets:

(In thousands)	March 2026	December 2025	March 2025
Accounts receivable, net	\$ 244,996	\$ 209,419	\$ 131,958
Contract assets ^(a)	5,319	12,529	3,963
Contract liabilities ^(b)	1,380	1,452	972

^(a) Included within "prepaid expenses and other current assets" in the Company's balance sheets.

^(b) Included within "accrued and other current liabilities" in the Company's balance sheets.

For the three months ended March 2026 and March 2025, no significant revenue was recognized that was included in contract liabilities as of December 2025 and December 2024, respectively. For the three months ended March 2026, no significant revenue was recognized from performance obligations satisfied, or partially satisfied, in prior periods. As of March 2026, the Company has contractual rights under its licensing agreements to receive \$42.8 million of fixed consideration related to the future minimum guarantees through December 2030.

NOTE 5 — BUSINESS SEGMENT INFORMATION

The Company has two reportable segments:

- Wrangler — *Wrangler*[®] branded denim, apparel, footwear and accessories.
- Helly Hansen — *Helly Hansen*[®] branded outdoor and workwear apparel, footwear and accessories.

The Company considers its chief executive officer to be its chief operating decision maker. The chief operating decision maker allocates resources and assesses performance based on the global brand net revenues and segment profit of *Wrangler*[®] and *Helly Hansen*[®], which are the Company's reportable segments. Segment profit is defined as income from continuing operations before income taxes, interest expense, interest income and corporate and other expenses. Segment assets and segment expenditures for long-lived assets are not regularly provided to or used by the chief operating decision maker and thus are not disclosed.

In addition, we report an "Other" category to reconcile the Company's segment revenues to total revenues and segment profit to income before income taxes. Other includes sales, licensing and the associated costs of the *Musto*[®] and *Chic*[®] brands, as well as other company-owned brands and private label apparel, and the *Rock & Republic*[®] brand through the date of disposition. Results of the *Musto*[®] brand have been included since the Acquisition on May 31, 2025. The businesses within the Other category, either individually or in the aggregate, do not meet the criteria to be considered reportable segments.

Accounting policies utilized for internal management reporting at the individual segments are consistent with those disclosed in the Company's 2025 Annual Report on Form 10-K.

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Corporate and other expenses, including certain acquisition and integration-related and restructuring and transformation costs, costs previously allocated to the Lee segment as well as interest expense and interest income, are not controlled by segment management and therefore are excluded from the measurement of segment profit.

The following table presents financial information for the Company's reportable segments and income before income taxes:

	Three Months Ended March	
	2026	2025
<i>(In thousands)</i>		
Wrangler		
Net revenues ⁽¹⁾	\$ 435,839	\$ 420,246
Cost of goods sold	201,965	226,184
Selling, general and administrative expenses	109,746	105,829
Other segment items ⁽²⁾	2,359	1,385
Segment profit	\$ 121,769	\$ 86,848
Helly Hansen		
Net revenues ⁽¹⁾	\$ 165,480	\$ —
Cost of goods sold	71,001	—
Selling, general and administrative expenses	74,707	—
Other segment items	119	—
Segment profit	\$ 19,653	\$ —
Total reportable segment profit	\$ 141,422	\$ 86,848
Corporate and other expenses ⁽³⁾	(53,704)	(65,555)
Interest expense	(16,084)	(9,808)
Interest income	2,184	3,319
Loss related to other revenues ⁽⁴⁾	(215)	(217)
Income from continuing operations before income taxes	\$ 73,603	\$ 14,587

⁽¹⁾ Refer to Note 4 to the Company's financial statements in this Form 10-Q for the reconciliation of reportable segment revenues to consolidated net revenues.

⁽²⁾ "Other segment items" for the Wrangler segment primarily includes funding fees related to the sale of trade accounts receivable program discussed in Note 6 to the Company's financial statements in this Form 10-Q. Funding fees are reflected in the Company's statements of operations within "other expense, net".

⁽³⁾ For the three months ended March 2026 and March 2025, \$8.8 million and \$8.9 million, respectively, of costs previously allocated to the Lee segment did not qualify for classification as discontinued operations and are reported within "Corporate and other expenses".

⁽⁴⁾ "Loss related to other revenues" includes sales, licensing, and the associated costs of the *Musto*[®] and *Chic*[®] brands, as well as other company-owned brands and private label apparel, along with the *Rock & Republic*[®] brand through the date of disposition, for purposes of reconciling "total reportable segment profit" to "income from continuing operations before income taxes."

NOTE 6 — ACCOUNTS RECEIVABLE

Allowance for Doubtful Accounts

The following table presents a rollforward of the allowance for doubtful accounts:

	2026	2025
	<i>(In thousands)</i>	
Balance, December	\$ 3,310	\$ 2,926
Increase in provision for expected credit losses	2,197	469
Accounts receivable balances written off	(188)	(400)
Other ⁽¹⁾	(205)	(23)
Balance, March	\$ 5,114	\$ 2,972

⁽¹⁾ Other primarily includes the impact of foreign currency translation and recoveries of amounts previously written off, none of which were individually significant.

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Sale of Trade Accounts Receivable

The Company is party to an agreement (the "Accounts Receivable Purchase Agreement") with a financial institution to sell selected U.S. trade accounts receivable on a nonrecourse basis. Under this agreement, up to \$377.5 million of the Company's trade accounts receivable may be sold to the financial institution and remain outstanding at any point in time. The Company removes the sold balances from "accounts receivable, net" in its balance sheet at the time of sale. The Company does not retain any interests in the sold trade accounts receivable, under the Accounts Receivable Purchase Agreement, but continues to service and collect outstanding trade accounts receivable on behalf of the financial institution.

In addition, the Company is party to another accounts receivable sale agreement (the "2025 Accounts Receivable Purchase Agreement") with a separate financial institution to sell selected U.S. and Canadian trade accounts receivable not eligible under the Accounts Receivable Purchase Agreement, on a limited recourse basis. Under the 2025 Accounts Receivable Purchase Agreement, up to \$60.0 million U.S. dollars and \$20.0 million Canadian dollars of the Company's trade accounts receivable may be sold to the financial institution and remain outstanding at any point in time. Subject to certain requirements, the Company can request to increase the commitment by an additional \$20.0 million U.S. dollars and an additional \$10.0 million Canadian dollars. The Company removes the sold balances from "accounts receivable, net" in its balance sheet at the time of the sale but retains a deferred purchase price receivable from the financial institution. The Company continues to service and collect outstanding trade accounts receivable on behalf of the financial institution.

During the three months ended March 2026, the Company sold total trade accounts receivable from continuing operations of \$355.0 million under both agreements. During the three months ended March 2025, the Company sold total trade accounts receivable from continuing operations of \$249.6 million under the Accounts Receivable Purchase Agreement. As of March 2026, December 2025 and March 2025, \$238.2 million, \$218.4 million and \$158.6 million, respectively, of the sold trade accounts receivable from continuing operations remained outstanding with the financial institutions under these agreements. As of March 2026 and December 2025, we recorded deferred purchase price receivables from continuing operations of \$3.2 million and \$2.6 million, respectively, related to accounts receivable sales.

The funding fees charged by the financial institutions for these programs are reflected in the Company's statements of operations within "other expense, net" and were \$2.0 million and \$1.9 million for the three months ended March 2026 and March 2025, respectively. The Company's periodic settlements of the deferred purchase price receivable with the financial institution under the 2025 Accounts Receivable Purchase Agreement are reported as investing cash inflows and were \$5.6 million for the three months ended March 2026. All other net proceeds of these programs are reflected as operating activities in the Company's statements of cash flows.

NOTE 7 — INVENTORIES

The following table presents components of "inventories" recorded in the Company's balance sheets:

(In thousands)	March 2026	December 2025	March 2025
Finished products	\$ 435,444	\$ 405,747	\$ 250,075
Work-in-process	16,642	17,649	24,530
Raw materials	11,415	12,549	24,205
Total inventories	\$ 463,501	\$ 435,945	\$ 298,810

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NOTE 8 — INTANGIBLE ASSETS AND GOODWILL

Intangible Assets

The following tables present components of "intangible assets, net" recorded in the Company's balance sheets:

(In thousands)	Amortization Period	Amortization Method	Cost	Accumulated Amortization	Net Carrying Amount
March 2026					
Finite-lived intangible assets:					
Customer relationships	12 years	Accelerated	\$ 37,061	\$ 3,205	\$ 33,856
Indefinite-lived intangible assets:					
Trademarks and trade names					416,350
Intangible assets, net					\$ 450,206

(In thousands)	Amortization Period	Amortization Method	Cost	Accumulated Amortization	Net Carrying Amount
December 2025					
Finite-lived intangible assets:					
Trademarks	16 years	Straight-line	\$ 58,132	\$ 52,095	\$ 6,037
Customer relationships	12 years	Accelerated	\$ 36,136	\$ 2,198	\$ 33,939
Indefinite-lived intangible assets:					
Trademarks and trade names					405,608
Intangible assets, net					\$ 445,584

On March 3, 2026, we sold the *Rock & Republic*® brand and associated business, including the trademark which had a net carrying amount of \$6.0 million as of December 2025.

Goodwill

The following table presents changes in "goodwill" recorded in the Company's balance sheets, summarized by reportable segment:

(In thousands)	Wrangler	Helly Hansen	Other	Total
Balance, December 2025	\$ 129,054	\$ 316,929	\$ 5,023	\$ 451,006
Currency translation	(435)	8,504	136	8,205
Balance, March 2026	\$ 128,619	\$ 325,433	\$ 5,159	\$ 459,211

Goodwill associated with the Lee reporting unit is reflected in 'other assets of discontinued operations' in the Company's balance sheets for all periods presented.

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NOTE 9 — SUPPLY CHAIN FINANCING

The Company facilitates voluntary Supply Chain Finance ("SCF") programs with its financial institutions that allow certain suppliers the option to sell or assign their rights to receivables due from the Company, enabling the suppliers to receive payment from the financial institutions sooner than our negotiated payment terms. At March 2026, December 2025 and March 2025, accounts payable included total outstanding balances of \$29.0 million, \$21.5 million and \$39.8 million, respectively, due to suppliers that participate in the SCF programs.

NOTE 10 — SHORT-TERM BORROWINGS AND LONG-TERM DEBT

Short-term Borrowings

At March 2026 and December 2025, the Company had availability of \$17.9 million and \$17.4 million under a committed international line of credit as a result of the Acquisition. There were no outstanding balances at March 2026 and December 2025.

Long-term Debt

The following table presents the components of "long-term debt" as recorded in the Company's balance sheets:

(In thousands)	March 2026	December 2025	March 2025
Revolving Credit Facility	\$ —	\$ —	\$ —
Term Loan A-1	696,722	696,517	—
Term Loan A-2	49,841	49,822	—
2021 Term Loan A	—	—	339,231
4.125% Notes, due 2029	397,184	396,990	396,409
Total long-term debt	1,143,747	1,143,329	735,640
Less: current portion	(13,125)	(8,750)	—
Long-term debt, due beyond one year	\$ 1,130,622	\$ 1,134,579	\$ 735,640

Credit Facilities

The Company is party to a senior secured Credit Agreement, as amended and restated on April 8, 2025 (the "2025 Credit Agreement"), which provides for (i) a five-year \$700.0 million term loan facility ("Term Loan A-1") consisting of a \$340.0 million initial term loan ("Initial Term Loan") and a \$360.0 million delayed draw term loan ("Delayed Draw Term Loan"), (ii) a three-year \$300.0 million delayed draw term loan facility ("Term Loan A-2") and (iii) a five-year \$500.0 million revolving credit facility (the "Revolving Credit Facility"), collectively referred to as the "Credit Facilities," with the lenders and agents party thereto. The net proceeds from the Initial Term Loan were used to repay all of the \$340.0 million principal amount outstanding under the Term Loan A at such time. On May 30, 2025, the Delayed Draw Term Loan and Term Loan A-2 were fully drawn and used to fund the Acquisition, along with approximately \$300 million of cash on hand. See Note 3 to the Company's financial statements in this Form 10-Q for additional information related to the Acquisition.

Term Loan A-1 and Term Loan A-2 had outstanding principal amounts of \$700.0 million and \$50.0 million at March 2026 and \$700.0 million and \$50.0 million at December 2025, respectively. The Term Loan A, under the Company's previous credit agreement, had an outstanding principal amount of \$340.0 million at March 2025. These balances are reported in the Company's balance sheet net of unamortized deferred financing costs. As of March 2026, interest expense on Term Loan A-1 and Term Loan A-2 was being recorded at an effective annual interest rate of 5.3% and 5.4%, respectively, including the amortization of deferred financing costs. Interest expense on Term Loan A-1 also includes the impact of the Company's interest rate swap agreements.

Term Loan A-1 is scheduled to be repaid in quarterly installments of \$4.4 million beginning in September 2026 which increases to quarterly installments of \$8.8 million beginning in September 2027, with the remaining principal due at maturity. Term Loan A-2 is scheduled to be repaid in full at maturity.

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The Revolving Credit Facility may be used to borrow funds in both U.S. dollar and certain non-U.S. dollar currencies and has a \$75.0 million letter of credit sublimit. As of March 2026, the Company had no outstanding borrowings under the Revolving Credit Facility and \$6.7 million of outstanding standby letters of credit issued on behalf of the Company, leaving \$493.3 million available for borrowing against this facility.

The interest rate per annum applicable to borrowings under the Credit Facilities is an interest rate benchmark elected by the Company based on the currency and term of the borrowings plus an applicable margin, as defined therein.

The 2025 Credit Agreement contains certain affirmative and negative covenants customary for financings of this type as well as customary events of default. In addition, the 2025 Credit Agreement contains financial covenants which require compliance with (i) a total leverage ratio not to exceed 4.50 to 1.00 as of the last day of any test period, with an allowance for up to two elections to increase the limit to 5.00 to 1.00 in connection with future material acquisitions, and (ii) a consolidated interest coverage ratio as of the last day of any test period to be no less than 3.00 to 1.00. As of March 2026, the Company was in compliance with all covenants and expects to maintain compliance with the applicable covenants for at least one year from the issuance of these financial statements.

Senior Notes

On November 18, 2021, the Company entered into an indenture (the "Indenture") by and among the Company and certain subsidiaries of the Company named as guarantors therein (the "Guarantors"), pursuant to which it issued \$400.0 million of unsecured senior notes due November 2029 (the "Notes") through a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), and outside the United States to non-U.S. persons pursuant to Regulation S under the Securities Act. The Notes bear interest at a fixed rate of 4.125% per annum, payable in cash in arrears on May 15 and November 15 of each year.

The Notes had an outstanding principal amount of \$400.0 million at March 2026, December 2025 and March 2025, which is reported net of unamortized deferred financing costs. As of March 2026, interest expense on the Notes was being recorded at an effective annual interest rate of 4.3%, including the amortization of deferred financing costs.

The Notes are guaranteed on a senior unsecured basis by the Company's existing and future domestic subsidiaries (other than certain excluded subsidiaries) that are borrowers under or guarantors of the Credit Facilities or certain other indebtedness. The Indenture contains customary negative covenants for financings of this type. The Indenture does not contain any financial covenants. As of March 2026, the Company was in compliance with the Indenture and expects to maintain compliance with the applicable non-financial covenants for at least one year from the issuance of these financial statements.

Refer to Note 12 in the Company's 2025 Annual Report on Form 10-K for additional information regarding the Company's debt obligations.

NOTE 11 — FAIR VALUE MEASUREMENTS

Financial assets and liabilities measured and reported at fair value are classified in a three-level hierarchy that prioritizes the inputs used in the valuation process. Categorization within the valuation hierarchy is based on the lowest level of any input that is significant to the fair value measurement. The hierarchy is based on the observability and objectivity of the pricing inputs, as follows:

- Level 1 — Quoted prices in active markets for identical assets or liabilities.
- Level 2 — Significant directly observable data (other than Level 1 quoted prices) or significant indirectly observable data through corroboration with observable market data. Inputs would normally be (i) quoted prices in active markets for similar assets or liabilities, (ii) quoted prices in inactive markets for identical or similar assets or liabilities or (iii) information derived from or corroborated by observable market data.
- Level 3 — Prices or valuation techniques that require significant unobservable data inputs. These inputs would normally be the Company's own data and judgments about assumptions that market participants would use in pricing the asset or liability.

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Recurring Fair Value Measurements

The following tables present financial assets and financial liabilities that are measured and recorded in the Company's financial statements at fair value on a recurring basis:

(In thousands)	Total Fair Value	Fair Value Measurement Using		
		Level 1	Level 2	Level 3
March 2026				
Financial assets:				
Cash equivalents:				
Money market funds	\$ 550	\$ 550	\$ —	\$ —
Time deposits	2,796	2,796	—	—
Foreign currency exchange contracts	17,855	—	17,855	—
Interest rate swap agreements	2,334	—	2,334	—
Investment securities	51,069	51,069	—	—
Financial liabilities:				
Foreign currency exchange contracts	8,663	—	8,663	—
Deferred compensation	55,120	—	55,120	—

(In thousands)	Total Fair Value	Fair Value Measurement Using		
		Level 1	Level 2	Level 3
December 2025				
Financial assets:				
Cash equivalents:				
Money market funds	\$ 28,850	\$ 28,850	\$ —	\$ —
Time deposits	2,886	2,886	—	—
Foreign currency exchange contracts	11,373	—	11,373	—
Interest rate swap agreements	279	—	279	—
Investment securities	51,717	51,717	—	—
Financial liabilities:				
Foreign currency exchange contracts	9,896	—	9,896	—
Deferred compensation	55,222	—	55,222	—

The Company's cash equivalents include money market funds and short-term time deposits that approximate fair value based on Level 1 measurements. The fair value of derivative financial instruments, which consist of foreign currency exchange contracts and interest rate swap agreements, is determined based on observable market inputs (Level 2), including spot and forward exchange rates for foreign currencies and observable interest rate yield curves for interest rate swap agreements. Investment securities are held in the Company's deferred compensation plans as an economic hedge of the related deferred compensation liabilities and are comprised of mutual funds that are valued based on quoted prices in active markets (Level 1). Liabilities related to the Company's deferred compensation plans are recorded at amounts due to participants, based on the fair value of the participants' selection of hypothetical investments (Level 2).

Additionally, at March 2026, the carrying value of the Company's long-term debt was \$1.14 billion compared to a fair value of \$1.12 billion. At December 2025, the carrying value of the Company's long-term debt was \$1.14 billion compared to a fair value of \$1.13 billion. The fair value of long-term debt is a Level 2 estimate based on quoted market prices or values of comparable borrowings.

All other financial assets and financial liabilities are recorded in the Company's financial statements at cost. These other financial assets and financial liabilities include cash held as demand deposits, accounts receivable, short-term borrowings, accounts payable and accrued liabilities. At March 2026 and December 2025, their carrying values approximated fair value due to the short-term nature of these instruments.

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Nonrecurring Fair Value Measurements

During the three months ended March 2026, the Company commenced a sale process of the Lee® business which was a triggering event requiring impairment testing of goodwill, the indefinite-lived intangible asset and long-lived assets of the Lee reporting unit. The carrying values of the goodwill and indefinite-lived intangible asset as of March 2026, the testing date, were \$79.9 million and \$4.7 million, respectively. Management elected to perform qualitative impairment analysis of both the Lee reporting unit and the intangible asset to determine whether it is more likely than not that the goodwill of the Lee reporting unit or the trademark intangible asset was impaired. Based on the results of testing, no impairment charges were required to be recorded for goodwill, indefinite-lived intangible asset or long-lived assets for the three months ended March 2026 and further quantitative testing was not considered necessary. Refer to Note 2 to the Company's financial statements in this Form 10-Q for additional details regarding the Lee® business.

NOTE 12 — DERIVATIVE FINANCIAL INSTRUMENTS AND HEDGING ACTIVITIES

Summary of Derivative Financial Instruments

The Company enters into derivative contracts with external counterparties on a recurring basis to hedge certain foreign currency transactions. The notional amount of these outstanding foreign currency exchange contracts was \$678.9 million at March 2026, \$717.4 million at December 2025 and \$283.1 million at March 2025, consisting primarily of contracts hedging exposures to the Norwegian krone, euro, Canadian dollar, Mexican peso, Polish zloty, Swedish krona and the British pound. Foreign currency exchange contracts have maturities up to 20 months.

The Company periodically enters into "floating to fixed" interest rate swap agreements to mitigate exposure to volatility in reference rates on the Company's future interest payments on indebtedness. Because these swap agreements meet the criteria for hedge accounting, all related gains and losses are deferred within "accumulated other comprehensive loss" ("AOCL") in the Company's balance sheets and are amortized through the swap maturity dates.

On September 9, 2024, the Company entered into "floating to fixed" interest rate swap agreements (the "2024 Swap Agreements") that mature on August 18, 2029. In April 2025, the Company entered into "floating to fixed" interest rate swap agreements (the "2025 Swap Agreements") that mature on March 18, 2027 and April 18, 2027. The notional amount of the 2024 Swap Agreements and the 2025 Swap Agreements was \$500.0 million at March 2026 and \$550.0 million at December 2025. The notional amount of the 2024 Swap Agreements was \$150.0 million at March 2025.

The Company's outstanding derivative financial instruments met the criteria for hedge accounting at the inception of the hedging relationship. At each reporting period, the Company assesses whether the hedging relationships continue to be highly effective in offsetting changes in cash flows of hedged items. If the Company determines that a specific hedging relationship has ceased to be highly effective, it discontinues hedge accounting. All designated hedging relationships were determined to be highly effective as of March 2026.

The following table presents the fair value of outstanding derivatives on an individual contract basis:

	Fair Value of Derivatives with Unrealized Gains			Fair Value of Derivatives with Unrealized Losses		
	March 2026	December 2025	March 2025	March 2026	December 2025	March 2025
(In thousands)						
Derivatives designated as hedging instruments:						
Foreign currency exchange contracts	\$ 16,558	\$ 11,373	\$ 3,045	\$ (8,397)	\$ (9,641)	\$ (9,557)
Interest rate swap agreements	2,334	279	2,508	—	—	—
Derivatives not designated as hedging instruments:						
Foreign currency exchange contracts	1,297	—	15	(266)	(255)	(8,865)
Total derivatives	\$ 20,189	\$ 11,652	\$ 5,568	\$ (8,663)	\$ (9,896)	\$ (18,422)

The Company records and presents the fair value of all derivative assets and liabilities in the Company's balance sheets on a gross basis, even though certain derivative contracts are subject to master netting agreements. If the Company were to offset and record the asset and liability balances of its derivative contracts on a net basis in accordance with the terms of its master netting agreements, the amounts presented in the Company's balance sheets would be adjusted from the current gross presentation to the net amounts.

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The following table presents a reconciliation of gross to net amounts for derivative asset and liability balances:

	March 2026		December 2025		March 2025	
	Derivative Asset	Derivative Liability	Derivative Asset	Derivative Liability	Derivative Asset	Derivative Liability
(In thousands)						
Gross amounts presented in the balance sheet	\$ 20,189	\$ (8,663)	\$ 11,652	\$ (9,896)	\$ 5,568	\$ (18,422)
Gross amounts not offset in the balance sheet	(5,755)	5,755	(3,043)	3,043	(2,827)	2,827
Net amounts	\$ 14,434	\$ (2,908)	\$ 8,609	\$ (6,853)	\$ 2,741	\$ (15,595)

The following table presents the location of derivatives in the Company's balance sheets, with current or noncurrent classification based on maturity dates:

	March 2026	December 2025	March 2025
(In thousands)			
Prepaid expenses and other current assets	\$ 14,703	\$ 9,906	\$ 2,567
Accrued and other current liabilities	(7,447)	(8,546)	(17,305)
Other assets	5,486	1,746	3,001
Other liabilities	(1,216)	(1,350)	(1,117)

Cash Flow Hedges

The following tables present the pre-tax effects of cash flow hedges included in the Company's statements of operations and statements of comprehensive income:

	Gain (Loss) on Derivatives Recognized in AOCL	
	Three Months Ended March	
	2026	2025
(In thousands)		
Cash Flow Hedging Relationships		
Foreign currency exchange contracts	\$ 6,758	\$ (3,751)
Interest rate swap agreements	2,412	(2,464)
Total	\$ 9,170	\$ (6,215)

	Gain (Loss) Reclassified from AOCL into Income	
	Three Months Ended March	
	2026	2025
(In thousands)		
Location of Gain (Loss)		
Net revenues	\$ 594	\$ (383)
Cost of goods sold	(1,101)	(552)
Other expense, net	16	176
Interest expense	357	419
Total	\$ (134)	\$ (340)

Derivative Contracts Not Designated as Hedges

Any derivative contracts that are not designated as hedges are recorded at fair value in the Company's balance sheets, and changes in the fair values of these contracts are recognized directly in earnings. During the first quarter of 2025, the Company entered into foreign currency exchange contracts totaling \$1.3 billion CAD to offset the purchase price of the Acquisition, which were not designated as hedges. Additionally, derivative contracts not designated as hedges include a limited number of cash flow hedges that were deemed ineffective and were de-designated during the three months ended March 2026 and March 2025. Refer to Note 3 to the Company's financial statements in this Form 10-Q for additional information related to the Acquisition.

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The Company executes balance sheet hedge contracts to mitigate foreign currency exchange risks related to intercompany loans. The notional amount of these outstanding foreign currency exchange contracts was \$99.2 million and \$87.5 million at March 2026 and December 2025, respectively.

The following table presents a summary of derivatives not designated as hedges included in the Company's statements of operations:

(In thousands)

Derivatives Not Designated as Hedges	Location of Gain (Loss) on Derivatives Recognized in Income	Gain (Loss) on Derivatives Recognized in Income	
		Three Months Ended March	
		2026	2025
Foreign currency exchange contracts	Net revenues	\$ 269	\$ —
Foreign currency exchange contracts	Cost of goods sold	23	—
Foreign currency exchange contracts	Other expense, net	385	(8,868)
Total		\$ 677	\$ (8,868)

Other Derivative Information

At March 2026, AOCL included \$10.0 million of pre-tax net deferred gains for foreign currency exchange contracts and interest rate swap agreements that are expected to be reclassified to earnings during the next 12 months. The amounts ultimately reclassified to earnings will depend on rates in effect when outstanding derivative contracts are settled.

NOTE 13 — CAPITAL AND ACCUMULATED OTHER COMPREHENSIVE LOSS

Common Stock

During the three months ended March 2026, the Company repurchased 0.3 million shares of Common Stock for \$25.0 million, including commissions, under its \$300.0 million share repurchase program authorized by the Company's Board of Directors. All shares reacquired in connection with the repurchase program are treated as authorized and unissued shares upon repurchase.

Accumulated Other Comprehensive Loss

The following table presents deferred components of AOCL in equity, net of related taxes:

(In thousands)

	March 2026	December 2025	March 2025
Foreign currency translation	\$ (58,684)	\$ (74,997)	\$ (109,432)
Defined benefit pension plans	2,688	2,751	2,094
Derivative financial instruments	12,958	4,703	(7,248)
Accumulated other comprehensive loss	\$ (43,038)	\$ (67,543)	\$ (114,586)

The following tables present changes in AOCL, net of related tax impact:

(In thousands)

	Three Months Ended March 2026			
	Foreign Currency Translation	Defined Benefit Pension Plans	Derivative Financial Instruments	Total
Balance, December 2025	\$ (74,997)	\$ 2,751	\$ 4,703	\$ (67,543)
Other comprehensive income (loss) due to gains (losses) arising before reclassifications	16,313	—	7,580	23,893
Reclassifications to net income of previously deferred (gains) losses	—	(63)	675	612
Net other comprehensive income (loss)	16,313	(63)	8,255	24,505
Balance, March 2026	\$ (58,684)	\$ 2,688	\$ 12,958	\$ (43,038)

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	Three Months Ended March 2025			
	Foreign Currency Translation	Defined Benefit Pension Plans	Derivative Financial Instruments	Total
(In thousands)				
Balance, December 2024	\$ (115,505)	\$ 2,119	\$ (3,264)	\$ (116,650)
Other comprehensive income (loss) due to gains (losses) arising before reclassifications	6,073	—	(4,923)	1,150
Reclassifications to net income of previously deferred (gains) losses	—	(25)	939	914
Net other comprehensive income (loss)	6,073	(25)	(3,984)	2,064
Balance, March 2025	\$ (109,432)	\$ 2,094	\$ (7,248)	\$ (114,586)

The following table presents reclassifications out of AOCL:

Details About Accumulated Other Comprehensive Loss Reclassifications	Affected Line Item in the Financial Statements	Three Months Ended March	
		2026	2025
Gains (losses) on derivative financial instruments:			
Foreign currency exchange contracts	Net revenues	\$ 594	\$ (383)
Foreign currency exchange contracts	Cost of goods sold	(1,101)	(552)
Foreign currency exchange contracts	Other expense, net	16	176
Interest rate swap agreements	Interest expense	357	419
Total before tax		(134)	(340)
Income taxes	Income taxes	108	(234)
Net of tax		(26)	(574)
Total reclassifications for the period, net of tax		\$ (26)	\$ (574)

NOTE 14 — STOCK-BASED COMPENSATION

On April 1, 2026, the Company made its annual grant of equity awards to employees under the Kontoor Brands, Inc. 2019 Stock Compensation Plan, including approximately 160,000 shares of performance-based restricted stock units ("PRSUs") and approximately 220,000 shares of time-based restricted stock units ("RSUs"). The fair market value of Kontoor Common Stock on the April 1, 2026 grant date was \$70.90 per share and was used to value the awards.

Each PRSU entitles the employee to receive a potential final payout ranging from zero to two shares of Kontoor Common Stock at the end of a three-year performance period. The number of shares earned by participants, if any, is based on achievement of performance goals set by the Talent and Compensation Committee of the Board of Directors. The actual number of shares earned may also be adjusted upward or downward by up to 25% of the target award, subject to a 0% floor, based on how Kontoor's total shareholder return ("TSR") over a three-year period compares to the TSR for companies included in a Company-selected peer group.

Each employee RSU entitles the holder to one share of Kontoor Common Stock and typically vests over a three-year period. Each RSU granted to a nonemployee member of the Board of Directors vests upon grant and will be settled in one share of Kontoor Common Stock one year from the date of grant.

NOTE 15 — INCOME TAXES

The effective income tax rate for the three months ended March 2026 was 24.4% compared to 29.7% in the 2025 period. The three months ended March 2026 included a net discrete tax benefit primarily related to stock-based compensation, partially offset by an increase in tax expense related to the finalization of U.S. federal tax return filings, the net impact of which decreased the effective income tax rate by 0.7%. The three months ended March 2025 included a net discrete tax expense primarily related to an increase in valuation allowances in a foreign jurisdiction, partially offset by a discrete tax benefit related to stock-based compensation, the net impact of which increased the effective income tax rate by 7.7%. The effective tax rate without discrete items for the three months ended March 2026 was 25.1% compared to 22.0% in the 2025 period. The increase was primarily due to changes in our jurisdictional mix of earnings.

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During the three months ended March 2026, the amount of net unrecognized tax benefits and associated interest increased by \$0.4 million to \$12.9 million. Management believes that the amount of unrecognized tax benefits may decrease by \$5.0 million within the next 12 months due to the expiration of statute of limitations, which would reduce income tax expense.

NOTE 16 — EARNINGS PER SHARE

The calculations of basic and diluted earnings per share ("EPS") are based on income from continuing operations divided by the basic weighted average number of common shares and diluted weighted average number of common shares outstanding, respectively.

The following table presents the calculations of basic and diluted EPS from continuing operations:

	Three Months Ended March	
	2026	2025
(In thousands, except per share amounts)		
Income from continuing operations	\$ 61,038	\$ 10,249
Basic weighted average shares outstanding	55,222	55,355
Dilutive effect of stock-based awards	774	704
Diluted weighted average shares outstanding	55,996	56,059
Earnings per share:		
Basic earnings per share from continuing operations	\$ 1.10	\$ 0.18
Diluted earnings per share from continuing operations	\$ 1.09	\$ 0.18

For the three months ended March 2026 and March 2025, an immaterial number of shares were excluded from the dilutive earnings per share calculations because the effect of their inclusion would have been anti-dilutive.

For the three months ended March 2026, a total of 0.3 million shares of PRSUs were excluded from the calculations of diluted earnings per share as the units were not considered to be contingent outstanding shares. For the three months ended March 2025, a total of 0.5 million shares of PRSUs were excluded from the calculations of diluted earnings per share as the units were not considered to be contingent outstanding shares.

NOTE 17 — LEASES

The Company enters into operating leases for retail stores, operational facilities, vehicles and certain equipment, with terms expiring at various dates through 2036. Most leases have fixed rentals, with many of the real estate leases requiring additional payments for real estate taxes and occupancy-related costs.

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

	Three Months Ended March	
	2026	2025
(In thousands)		
Cash paid for amounts included in the measurement of lease liabilities - operating cash flows	\$ 8,552	\$ 2,941
Right-of-use operating lease assets obtained in exchange for new operating lease liabilities - non-cash activity	\$ 2,228	\$ 1,921

KONTOOR BRANDS, INC.
Notes to Consolidated Financial Statements
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NOTE 18 — RESTRUCTURING

Restructuring charges relate to costs associated with exit or disposal activities. During the three months ended March 2026 and March 2025, the Company incurred restructuring and transformation charges related to business optimization and other actions to streamline and transfer select production within our internal manufacturing network.

The following table summarizes the restructuring charges recorded during the three months ended March 2026 and March 2025:

	Three Months Ended March	
	2026	2025
(In thousands)		
Severance and employee-related benefits	\$ 731	\$ 2,479
Other	2,199	843
Total restructuring charges	\$ 2,930	\$ 3,322

The following table presents the classification of these restructuring costs in the Company's statements of operations:

	Three Months Ended March	
	2026	2025
(In thousands)		
Cost of goods sold	\$ 2,828	\$ 1,077
Selling, general, and administrative expenses	102	2,245
Total	\$ 2,930	\$ 3,322

The following table presents these restructuring costs by business segment:

	Three Months Ended March	
	2026	2025
(In thousands)		
Wrangler	\$ 168	\$ 938
Corporate and other	2,762	2,384
Total	\$ 2,930	\$ 3,322

The following table presents activity in the restructuring accrual for the three-month period ended March 2026:

(In thousands)		
Accrual at December 2025	\$	8,516
Charges ⁽¹⁾		2,136
Cash payments		(4,289)
Adjustments to accruals		(211)
Balance, March 2026	\$	6,152

⁽¹⁾ The Company also recorded approximately \$0.8 million of non-cash and other charges related to the closure of a portion of our manufacturing facilities and streamlining and transferring select production within our internal manufacturing network.

All of the \$6.2 million restructuring accrual reported in the Company's balance sheet at March 2026 is expected to be paid out within the next 12 months and is classified within "accrued and other current liabilities." Of the \$8.5 million restructuring accrual reported in the Company's balance sheet at December 2025, \$8.2 million was classified within "accrued and other current liabilities," and the remaining \$0.3 million was classified within "other liabilities."

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NOTE 19 — SUBSEQUENT EVENT

On April 6, 2026, the Company completed the sale of a portion of our manufacturing facilities for total consideration of \$8.0 million.

On April 23, 2026, the Board of Directors declared a regular quarterly cash dividend of \$0.53 per share of the Company's Common Stock. The cash dividend will be payable on June 18, 2026, to shareholders of record at the close of business on June 8, 2026.

On May 1, 2026, the Company granted 12,000 shares of RSUs to nonemployee members of the Board of Directors.

On May 6, 2026, the Board of Directors authorized a new share repurchase program of up to \$750 million of the Company's common stock. The new repurchase authorization replaces the existing share repurchase program announced on December 11, 2023.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Management's Discussion and Analysis of Financial Condition and Results of Operations is intended to provide readers of our financial statements with a narrative from management's perspective on our financial condition, results of operations and liquidity as well as certain other factors that may affect our future results. This section should be read in conjunction with the Consolidated Financial Statements and related Notes included in this Quarterly Report on Form 10-Q.

The following discussion and analysis includes forward-looking statements. These forward-looking statements are subject to risks, uncertainties and other factors that could cause our actual results to differ materially from those expressed or implied by the forward-looking statements. Factors that could cause or contribute to these differences include, but are not limited to, those discussed in "Cautionary Statement On Forward-Looking Statements" included later in Part I, Item 2 of this Quarterly Report on Form 10-Q, in Part II, Item 1A "Risk Factors" in this Quarterly Report on Form 10-Q and in Part I, Item 1A "Risk Factors" in our 2025 Annual Report on Form 10-K.

Description of Business

Kontoor Brands, Inc. (collectively with its subsidiaries, "Kontoor," the "Company," "we," "us" or "our") is a global lifestyle apparel company, with a portfolio led by three of the world's most iconic consumer brands: *Wrangler*[®], *Lee*[®] and *Helly Hansen*[®]. The Company designs, manufactures, procures, sells and licenses apparel, footwear and accessories, primarily under our brand names. Our products are sold in the United States ("U.S.") and internationally, primarily in the Europe, Middle East and Africa ("EMEA"), Asia-Pacific ("APAC") and Non-U.S. Americas regions. We also license the use of our brands in certain regions.

The Company's products are sold through wholesale and direct-to-consumer channels, primarily through mass merchants, outdoor and sporting goods stores, specialty stores, department stores, Company-operated stores, concession retail stores, independently-operated partnership stores, business-to-business through our workwear and uniform businesses and online, including digital marketplaces. In China, our *Helly Hansen*[®] business is operated through a joint venture arrangement.

Planned Divestiture of the Lee[®] Business

The Company commenced a sale process of its global *Lee*[®] brand and associated business (the "*Lee*[®] business") during the first quarter of 2026, with an expectation of completing a transaction during fiscal 2026. At the end of the first quarter of 2026, the Company determined that the *Lee*[®] business met held-for-sale criteria and reported the assets and liabilities of the *Lee*[®] business as held-for-sale in the Company's balance sheets for all periods presented. Additionally, the planned sale represents a strategic shift that will have a major effect on the Company's operations and financial results. Accordingly, the Company reported the *Lee*[®] business as discontinued operations in its statements of operations and statements of cash flows for all periods presented. Refer to Note 2 to the Company's financial statements in this Form 10-Q for additional information. The *Lee*[®] business was previously reported as a separate operating segment in our financial statements.

Sale of the Rock & Republic[®] Brand and Associated Business

On March 3, 2026, the Company completed a transaction to sell the *Rock & Republic*[®] brand and associated business. The Company determined that the divestiture of *Rock & Republic*[®] did not meet the discontinued operations accounting criteria and the results of *Rock & Republic*[®] are included in income from continuing operations through the date of disposition.

Acquisition of Helly Hansen

On May 31, 2025, we completed the acquisition of Helly Hansen (the "Acquisition"), and the results of operations have been included in the Company's financial statements since that date. Refer to Note 3 to the Company's financial statements in this Form 10-Q for additional information related to the Acquisition.

Fiscal Year and Basis of Presentation

The Company operates and reports using a 52/53-week fiscal year ending on the Saturday closest to December 31 of each year. Accordingly, this Form 10-Q presents the first quarter of the Company's fiscal year ending January 2, 2027 ("fiscal 2026"), which is a 52-week fiscal year. For presentation purposes herein, all references to periods ended March 2026, December 2025 and March 2025 correspond to the fiscal periods ended April 4, 2026, January 3, 2026, and March 29, 2025, respectively.

References to fiscal 2026 foreign currency amounts herein reflect the impact of changes in foreign exchange rates from the prior year comparable period when translating foreign currencies into U.S. dollars. The Company's most significant foreign currency translation exposure is typically driven by business conducted in the Norwegian krone, the euro, the Chinese yuan and the Mexican peso. However, the Company conducts business in other developed and emerging markets around the world with exposure to other foreign currencies.

Amounts herein may not recalculate due to the use of unrounded numbers.

Macroeconomic Environment

Global macroeconomic conditions that continued to impact the Company during the first quarter of 2026 included geopolitical impacts, global supply chain issues, inconsistent consumer demand, continued declines in interest rates, and ongoing fluctuations in foreign currency exchange rates and inflation. Broader macroeconomic impacts also influence consumer demand.

Geopolitical impacts arising from the U.S. - Iran conflict have increased uncertainty in global trade and transportation. Although we do not operate directly in the region of conflict, our supply chain and product availability are impacted by disruptions to shipping routes, higher freight, fuel and energy costs and delays at our suppliers in the production or movement of goods.

As discussed below, the U.S. government continues to enact significant changes to its tariff regime. The ongoing impact of tariff rate changes and uncertainty regarding the outcomes of trade negotiations is contributing to macroeconomic volatility.

Interest rate pressures have moderated in recent quarters and inflation accelerated late in the first quarter of 2026, primarily due to energy and tariff impacts. Interest rates continue to impact us, along with increases in product costs, compared to the first quarter of 2025. Retailers continued to conservatively manage inventory levels as a result of this uncertain macroeconomic environment. The Company has responded to ongoing macroeconomic conditions by controlling expenses, instituting pricing adjustments for our products, investing in our brands and executing our Project Jeanius business transformation.

The Company continues to evaluate mitigating actions, including the transfer of production within our global supply chain, transformation of our supply chain capabilities, pricing adjustments for our products, supplier partnership initiatives and inventory management. While we anticipate continued uncertainty related to the macroeconomic environment during the remainder of 2026, including the potential impact of further tariff increases, we believe we are appropriately positioned to successfully manage through operational challenges and cost pressures should they arise. We continue to closely monitor macroeconomic conditions, including consumer behavior and the impact of these factors on consumer demand.

Other Recent Developments - U.S. Tariffs

During 2025 and at the beginning of 2026, the U.S. government enacted and continued to enact significant changes to its tariff regime which impacted rates on virtually all imports. In February 2026, the U.S. Supreme Court issued a ruling that tariffs imposed under the International Emergency Economic Powers Act ("IEEPA") on goods imported into the United States were unauthorized, effectively invalidating IEEPA tariffs that had been in effect since the second quarter of 2025. Immediately following the Supreme Court ruling, the U.S. government initiated new tariffs under Section 122 of the Trade Act ("Section 122 tariffs") which have been in effect since February 24, 2026.

In March 2026, the U.S. Court of International Trade ("CIT") issued an order directing U.S. Customs and Border Protection ("CBP") to process refunds of the IEEPA tariffs. In April 2026, the CBP released a new system to process IEEPA tariff refunds, allowing importers to submit refund claims. We believe it is probable that we will recover the IEEPA tariffs previously paid and have recognized a net receivable under the loss recovery accounting model of \$53.7 million as of March 2026, on a consolidated basis. During the three months ended March 2026, we reduced cost of goods sold by approximately \$49.0 million, representing the expense for IEEPA tariffs on inventory sold to customers since the tariffs were enacted in the second quarter of 2025, including \$29.0 million relating to 2025 tariff payments. Additionally, we reduced the carrying value of inventory on hand as of March 2026 by \$4.7 million for tariffs previously capitalized as cost of inventory. There continues to be uncertainty and legal challenges to current and proposed tariff regimes, including a ruling in May 2026 by the CIT that the new Section 122 tariffs are also invalid. We continue to monitor U.S. tariff-related developments.

Business Overview

We are focused on delivering long-term value to our stakeholders, including our consumers, customers, shareholders, suppliers and communities around the world, by accelerating growth, expanding operating margin, increasing capital allocation optionality and establishing the Company as the employer of choice in the industry. Additionally, the integration of Helly Hansen provides focus towards our growth-oriented brands, with an emphasis on geographic and category expansion. The contemplated sale transaction of the *Lee*® business further emphasizes our focus on functional and activity-based brands. The Company continues to execute on Project Jeanius, a multi-year comprehensive end-to-end business transformation focused on simplifying processes, optimizing systems and enhancing our global operating model with the goal of creating significant investment capacity through gross and operating margin expansion. In addition, our capital allocation strategy allows us the option to (i) invest in our business, (ii) pay down debt, (iii) provide for a superior dividend payout, (iv) effectively manage our share repurchase authorization and (v) act on strategic acquisition opportunities that may arise.

During the first quarter of 2026, the Company incurred integration-related costs of \$12.7 million related to Helly Hansen, comprised primarily of professional and other fees, which are reported in "selling, general and administrative expenses". We expect to incur additional costs in future periods as we complete the integration of Helly Hansen.

The Company continued to execute on Project Jeanius during the first quarter of 2026. The Company incurred restructuring charges of \$5.7 million primarily related to business optimization activities and professional services associated with Project Jeanius and other costs from the closure of a portion of our manufacturing facilities. We anticipate to incur additional costs associated with Project Jeanius as we continue to execute on this multi-year initiative.

FIRST QUARTER OF FISCAL 2026 SUMMARY

- The Company commenced a sale process for the global *Lee*[®] business during the first quarter of 2026 and determined that the *Lee*[®] business should be presented as discontinued operations. Accordingly the following discussion relates to our continuing operations.
- The Helly Hansen acquisition was completed on May 31, 2025, and the results of operations have been included since that date. During the three months ended March 2026, the Company incurred \$12.8 million of charges related to integration-related activities.
- **Net revenues** increased 45% to \$613.3 million compared to the three months ended March 2025, and included \$176.0 million attributable to the Helly Hansen Acquisition.
- **U.S. Wholesale revenues** increased 6% compared to the three months ended March 2025, and represented 58% of total revenues in the current period. Helly Hansen U.S. wholesale revenues were \$17.0 million.
- **International Wholesale revenues** increased 258% compared to the three months ended March 2025, and represented 26% of total revenues in the current period. Helly Hansen international wholesale revenues were \$109.2 million.
- **Direct-to-Consumer revenues** increased 136% compared to the three months ended March 2025, and represented 15% of total revenues in the current period. Helly Hansen direct-to-consumer revenues were \$49.8 million.
- **Gross margin** increased 810 basis points to 53.7% compared to the three months ended March 2025 and includes benefits attributable to the Helly Hansen Acquisition and the IEEPA tariff receivable.
- **Selling, general and administrative expenses** as a percentage of net revenues increased to 39.0% compared to 38.1% for the three months ended March 2025, and included \$79.4 million of operating expenses attributable to Helly Hansen and the charges incurred during the period as discussed above.
- **Operating income** increased 187% to \$90.1 million compared to the three months ended March 2025, and included \$20.0 million of operating income attributable to Helly Hansen, the benefit from the IEEPA tariff receivable and the impact of the charges incurred during the period as discussed above.
- **Income from continuing operations** increased 496% to \$61.0 million compared to the three months ended March 2025, and included \$18.1 million of net income attributable to Helly Hansen.
- **Diluted earnings per share from continuing operations** was \$1.09 in the first quarter, compared to \$0.18 in the same period last year, and included \$0.32 of diluted earnings per share attributable to Helly Hansen.
- **Cash provided by operating activities from continuing operations** was \$16.2 million as compared to \$54.0 million in the same period last year.

ANALYSIS OF RESULTS OF OPERATIONS

Consolidated Statements of Operations

The following table presents components of the Company's statements of operations from continuing operations:

	Three Months Ended March	
	2026	2025
(Dollars in thousands)		
Net revenues	\$ 613,322	\$ 423,001
Gross margin (net revenues less cost of goods sold)	\$ 329,374	\$ 192,734
As a percentage of net revenues	53.7 %	45.6 %
Selling, general and administrative expenses	\$ 239,269	\$ 161,365
As a percentage of net revenues	39.0 %	38.1 %
Operating income	\$ 90,105	\$ 31,369
As a percentage of net revenues	14.7 %	7.4 %

Additionally, the following table presents a summary of the changes in net revenues for the three months ended March 2026 as compared to March 2025:

(In millions)	Three Months Ended March	
Net revenues — 2025	\$	423.0
Organic ⁽¹⁾		8.9
Helly Hansen Acquisition	\$	176.0
Impact of foreign currency		5.4
Net revenues — 2026	\$	613.3

⁽¹⁾ Organic refers to revenues generated excluding the contributions from the Helly Hansen acquisition.

Three Months Ended March 2026 Compared to the Three Months Ended March 2025

Net revenues increased 45%, primarily attributable to the Helly Hansen Acquisition and growth in Wrangler, which was driven by a 17% increase in international wholesale revenues and a 1% increase in U.S. wholesale revenues with category growth in Western, outdoor and female. Wrangler global direct-to-consumer revenues increased 11% driven by higher retail store and e-commerce sales.

Additional details on changes in net revenues for the three months ended March 2026 as compared to March 2025 are provided in the section titled “Information by Business Segment.”

Gross margin increased 810 basis points, primarily related to a 350 basis point benefit from U.S. tariffs refunds, 230 basis points from the benefits of Project Jeanius, 210 basis points attributable to favorable mix from Helly Hansen and 70 basis points related to channel and product mix, partially offset by a 30 basis point increase in restructuring costs and 30 basis points from increased product costs, net of pricing actions.

Selling, general and administrative expenses increased \$77.9 million, driven by \$79.4 million of Helly Hansen operating expenses and \$4.6 million from higher investments in our direct-to-consumer business and demand creation, which were partially offset by benefits from Project Jeanius.

Other expense, net reflected a favorable change of \$7.7 million, driven by \$8.9 million of losses during the three months ended March 2025, related to foreign currency exchange contracts to hedge the purchase price of the Acquisition.

The effective **income tax** rate for the three months ended March 2026 was 24.4% compared to 29.7% in the 2025 period. The three months ended March 2026 included a net discrete tax benefit primarily related to stock-based compensation, partially offset by an increase in tax expense related to the finalization of U.S. federal tax return filings, the net impact of which decreased the effective income tax rate by 0.7%. The three months ended March 2025 included a net discrete tax expense primarily related to an increase in valuation allowances in a foreign jurisdiction, partially offset by a discrete tax benefit related to stock-based compensation, the net impact of which increased the effective income tax rate by 7.7%. The effective tax rate without discrete items for the three months ended March 2026 was 25.1% compared to 22.0% in the 2025 period. The increase was primarily due to changes in our jurisdictional mix of earnings.

The One Big Beautiful Bill Act (“OBBBA”) was signed into law by President Trump on July 4, 2025. The OBBBA includes significant provisions, such as the permanent extension of certain expiring provisions of the Tax Cuts and Jobs Act, modifications to the international tax framework including changes to global intangible low-tax income (“GILTI”), foreign derived intangible income (“FDII”) and the base erosion and anti-abuse tax (“BEAT”). The legislation also includes the restoration of favorable tax treatment for certain business provisions such as bonus depreciation and Section 174 expensing. The legislation has multiple effective dates, with certain provisions effective in 2025 and others implemented through 2027. The Company is currently evaluating the impact of the OBBBA on our consolidated financial statements.

Information by Business Segment

The Company's reportable segments are Wrangler and Helly Hansen. Refer to Note 5 to the Company's financial statements in this Form 10-Q for additional information.

The following tables present a summary of the changes in segment revenues and segment profit for the three months ended March 2026 as compared to the three months ended March 2025:

Segment Revenues:

(In millions)	Three Months Ended March		
	Wrangler	Helly Hansen	Total
Segment revenues — 2025	\$ 420.2	\$ —	\$ 420.2
Operations	10.2	165.5	175.7
Impact of foreign currency	5.4	—	5.4
Segment revenues — 2026	\$ 435.8	\$ 165.5	\$ 601.3

Segment Profit (Loss):

(In millions)	Three Months Ended March		
	Wrangler	Helly Hansen	Total
Segment profit — 2025	\$ 86.8	\$ —	\$ 86.8
Operations	33.9	19.7	53.6
Impact of foreign currency	1.1	—	1.1
Segment profit — 2026	\$ 121.8	\$ 19.7	\$ 141.4

The following sections discuss the changes in segment revenues and segment profit.

Wrangler

(Dollars in millions)	Three Months Ended March		
	2026	2025	Percent Change
Segment revenues	\$ 435.8	\$ 420.2	3.7 %
Segment profit	\$ 121.8	\$ 86.8	40.2 %
Operating margin	27.9 %	20.7 %	

Three Months Ended March 2026 Compared to the Three Months Ended March 2025

Global revenues for the Wrangler® brand increased 4%, due to growth in the U.S. Wholesale, International Wholesale and Direct-to-Consumer channels.

- Revenues in the U.S. region increased 1%, primarily due to growth in our U.S. Wholesale channel and U.S. direct-to-consumer business. Growth in wholesale was driven by broad-based category growth in Western, outdoor, female and non-denim products. Growth in our U.S. direct-to-consumer business was driven by higher e-commerce sales.
- Revenues in the International region increased 20%, including an 11% favorable impact from foreign currency and growth in EMEA's wholesale, retail store and e-commerce businesses.

Operating margin increased to 27.9%, compared to 20.7% for the 2025 period. Gross margin increased primarily due to the IEEPA tariff receivable, benefits from Project Jeanius and favorable product and channel mix, partially offset by increased product costs, net of pricing actions. Operating margin also improved due to the benefits from Project Jeanius, partially offset by other operating cost increases driven by higher investments in our direct-to-consumer business and demand creation.

Helly Hansen

(Dollars in millions)	Three Months Ended March		
	2026	2025	Percent Change
Segment revenues	\$ 165.5	\$ —	*
Segment profit	\$ 19.7	\$ —	*
Operating margin	11.9 %	— %	

*Calculation not meaningful.

The Acquisition was completed on May 31, 2025, so there are no comparative prior periods. The results for the three months ended March 2026 were impacted by integration-related costs.

Other

In addition, we report an "Other" category to reconcile the Company's segment revenues to total revenues and segment profit to income before income taxes. Other includes sales, licensing and the associated costs of the *Musto*[®] and *Chic*[®] brands, as well as other company-owned brands and private label apparel, and the *Rock & Republic*[®] brand through the date of disposition. Results of the *Musto*[®] brand have been included since the Acquisition on May 31, 2025. The businesses within the Other category, either individually or in the aggregate, do not meet the criteria to be considered reportable segments.

(Dollars in millions)	Three Months Ended March		
	2026	2025	Percent Change
Other revenues	\$ 12.0	\$ 2.8	335.7 %
Loss related to other revenues	\$ (0.2)	\$ (0.2)	(0.9)%
Operating margin	(1.8)%	(7.9)%	

Reconciliation of Segment Profit to Income Before Income Taxes

The costs below are necessary to reconcile segment profit to income from continuing operations before income taxes. Corporate and other expenses, including certain acquisition and integration-related and restructuring and transformation costs, costs previously allocated to the Lee segment as well as interest expense and interest income, are not controlled by segment management and therefore are excluded from the measurement of segment profit.

(Dollars in millions)	Three Months Ended March		
	2026	2025	Percent Change
Segment profit:			
Wrangler	\$ 121.8	\$ 86.8	40.2 %
Helly Hansen	19.7	—	*
Reconciliation to income before income taxes:			
Corporate and other expenses	(53.7)	(65.6)	(18.1)%
Interest expense	(16.1)	(9.8)	64.0 %
Interest income	2.2	3.3	(34.2)%
Loss related to other revenues	(0.2)	(0.2)	(0.9)%
Income from continuing operations before income taxes	\$ 73.6	\$ 14.6	404.6 %

*Calculation not meaningful.

Three Months Ended March 2026 Compared to the Three Months Ended March 2025

Corporate and other expenses decreased \$11.9 million, primarily due to lower restructuring and transformation costs and lower acquisition and integration-related costs during the three months ended March 2026, which were offset by increases in incentive compensation expense, higher investments in information technology and the inclusion of expenses that were previously allocated to the Lee® business.

Interest expense increased \$6.3 million during the three months ended March 2026 compared to the three months ended March 2025, primarily due to higher debt outstanding to fund the Acquisition.

ANALYSIS OF FINANCIAL CONDITION

Liquidity and Capital Resources

The Company's ability to fund our operating needs is dependent upon our ability to generate positive long-term cash flows from operations and maintain our debt financing on acceptable terms. The Company has historically generated strong positive cash flows from operations and continues to take proactive measures to manage working capital. We believe cash flows from operations will support our short-term liquidity needs as well as any future liquidity and capital requirements, in combination with available cash balances and borrowing capacity from our revolving credit facility.

Credit Availability

At March 2026 and December 2025, the Company had availability of \$17.9 million and \$17.4 million under a committed international line of credit as a result of the Acquisition. There were no outstanding balances at March 2026 and December 2025.

The Company is party to a senior secured Credit Agreement, as amended and restated on April 8, 2025 (the "2025 Credit Agreement"), which provides for (i) a five-year \$700.0 million term loan facility ("Term Loan A-1") consisting of a \$340.0 million initial term loan ("Initial Term Loan") and a \$360.0 million delayed draw term loan ("Delayed Draw Term Loan"), (ii) a three-year \$300.0 million delayed draw term loan facility ("Term Loan A-2") and (iii) a five-year \$500.0 million revolving credit facility (the "Revolving Credit Facility"), collectively referred to as the "Credit Facilities," with the lenders and agents party thereto. The net proceeds from the Initial Term Loan were used to repay all of the \$340.0 million principal amount outstanding under the Term Loan A at such time. On May 30, 2025, the Delayed Draw Term Loan and Term Loan A-2 were fully drawn and used to fund the Acquisition, along with approximately \$300 million of cash on hand. See Note 3 to the Company's financial statements in this Form 10-Q for additional information related to the Acquisition.

Term Loan A-1 is scheduled to be repaid in quarterly installments of \$4.4 million beginning in September 2026 which increases to quarterly installments of \$8.8 million beginning in September 2027, with the remaining principal due at maturity. Term Loan A-2 is

scheduled to be repaid in full at maturity.

The Company has "floating to fixed" interest rate swap agreements to mitigate exposure to volatility in reference rates on the Company's future interest payments. These debt obligations could restrict our future business strategies and could adversely impact our future results of operations, financial conditions or cash flows.

As of March 2026, the Company was in compliance with all applicable covenants under the 2025 Credit Agreement and expects to maintain compliance with the applicable covenants for at least one year from the issuance of these financial statements. If economic conditions significantly deteriorate for a prolonged period, or the Company experiences long-term challenges integrating and operating Helly Hansen, or meeting the resulting incremental debt service requirements, this could impact the Company's operating results and cash flows and thus our ability to maintain compliance with the applicable covenants. As a result, the Company could be required to seek new amendments to the 2025 Credit Agreement or secure other sources of liquidity, such as refinancing of existing borrowings, the issuance of debt or equity securities, or sales of assets. However, there can be no assurance that the Company would be able to obtain such additional financing on commercially reasonable terms or at all.

The Revolving Credit Facility may be used to borrow funds in both U.S. dollar and certain non-U.S. dollar currencies, and has a maximum borrowing capacity of \$500.0 million with a \$75.0 million letter of credit sublimit. There were no outstanding borrowings under the Revolving Credit Facility as of March 2026.

The following table presents outstanding borrowings and available borrowing capacity under the Revolving Credit Facility and our cash and cash equivalents balances as of March 2026:

	March 2026
(In millions)	
Outstanding borrowings under the Revolving Credit Facility	\$ —
Available borrowing capacity under the Revolving Credit Facility ⁽¹⁾	\$ 493.3
Cash and cash equivalents	\$ 56.4

⁽¹⁾ Available borrowing capacity under the Revolving Credit Facility is net of \$6.7 million of outstanding standby letters of credit issued on behalf of the Company under this facility.

Senior Notes

Additionally, the Company has outstanding \$400.0 million of unsecured 4.125% senior notes due 2029.

Refer to Note 12 in the Company's 2025 Annual Report on Form 10-K and Note 10 to the Company's financial statements in this Form 10-Q for additional information regarding the Company's debt obligations. Refer to Note 16 in the Company's 2025 Annual Report on Form 10-K and Note 12 to the Company's financial statements in this Form 10-Q for additional information regarding the Company's interest swap agreements.

Other Liquidity Considerations

During the three months ended March 2026, the Company repurchased 0.3 million shares of Common Stock for \$25.0 million, including commissions, under its \$300.0 million share repurchase program authorized by the Company's Board of Directors. All shares reacquired in connection with the repurchase program are treated as authorized and unissued shares upon repurchase. As of March 2026, \$165.0 million remained available for repurchase under the program. On May 6, 2026, the Board of Directors authorized a new share repurchase program of up to \$750 million of the Company's common stock. The new repurchase authorization replaces the existing share repurchase program.

During the three months ended March 2026, the Company paid \$29.3 million of dividends to its shareholders. On April 23, 2026, the Board of Directors declared a regular quarterly cash dividend of \$0.53 per share of the Company's Common Stock. The cash dividend will be payable on June 18, 2026, to shareholders of record at the close of business on June 8, 2026.

The Company intends to continue to pay cash dividends in future periods. The declaration and amount of any future dividends will be dependent upon multiple factors including our financial condition, earnings, cash flows, capital requirements, covenants associated with our debt obligations, legal requirements, regulatory constraints, industry practice and any other factors or considerations that our Board of Directors deems relevant.

We anticipate that we will have sufficient cash flows from operations, along with existing borrowing capacity, to support continued investments in our brands, infrastructure, talent and capabilities, dividend payments to shareholders, repayment of our debt obligations when due and repurchases of Common Stock. In addition, we would use current liquidity as well as access to capital markets to fund any additional strategic acquisition opportunities that may arise.

We currently expect capital expenditures to be approximately \$40.0 million in 2026, primarily to support information technology, distribution, manufacturing, owned retail store investments and facility improvements.

The following table presents our cash flows from continuing operations during the periods:

	Three Months Ended March	
	2026	2025
(In millions)		
Cash provided (used) by:		
Operating activities	\$ 16.2	\$ 54.0
Investing activities	\$ 4.3	\$ (3.1)
Financing activities	\$ (69.5)	\$ (37.9)

Operating Activities

During the three months ended March 2026, cash provided by operating activities was \$16.2 million as compared to \$54.0 million in the prior year period. The decrease was primarily due to the reduction in income from continuing operations due to expenses that were previously allocated to the *Lee*® business, ongoing transformation and integration-related costs and changes in working capital amounts. Cash used by inventory was a result of improved sourcing lead times and investment to support growth of the business. Cash used by accounts receivable was driven the IEEPA tariff receivable and growth of the business. Cash provided by accounts payable reflects seasonality of the business.

Investing Activities

During the three months ended March 2026, cash provided by investing activities was \$4.3 million as compared to cash used by investing activities of \$3.1 million in the prior year period, primarily due to increases in property, plant and equipment expenditures offset by proceeds from the sale of the *Rock & Republic*® brand and receipts associated with settlements of the deferred purchase price receivable under the accounts receivable sale programs in the current year period.

Financing Activities

During the three months ended March 2026, cash used by financing activities was \$69.5 million as compared to \$37.9 million in the prior year period primarily related to \$25.0 million of Common Stock repurchases made by the Company during the three months ended March 2026 compared to no Common Stock repurchases during the three months ended March 2025.

The section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations - Contractual Obligations" included in the Company's 2025 Annual Report on Form 10-K provided a summary of our contractual obligations and commercial commitments at the end of 2025 that would require the use of funds. As of March 2026, on a consolidated basis, there have been no material changes in the amounts disclosed in the 2025 Annual Report on Form 10-K.

Critical Accounting Policies and Estimates

We have chosen accounting policies that management believes are appropriate to accurately and fairly report our operating results and financial position in conformity with GAAP. We apply these accounting policies in a consistent manner. Significant accounting policies are summarized in Note 1 to the consolidated financial statements included in the 2025 Annual Report on Form 10-K.

The application of these accounting policies requires that we make estimates and assumptions about future events and apply judgments that affect the reported amounts of assets, liabilities, net revenues, expenses, contingent assets and liabilities and related disclosures. These estimates, assumptions and judgments are based on historical experience, current trends and other factors believed to be reasonable under the circumstances. Management evaluates these estimates and assumptions on an ongoing basis. Because our business cycle is relatively short (i.e., from the date that inventory is received until that inventory is sold and the trade accounts receivable is collected), actual results related to most estimates are known within a few months after any balance sheet date. Several of the estimates and assumptions we are required to make relate to future events and are therefore inherently uncertain, especially as it relates to events outside of our control. If actual results ultimately differ from previous estimates, the revisions are included in results of operations when the actual amounts become known. Refer to Note 1 to the Company's financial statements in this Form 10-Q for considerations related to the macroeconomic environment and other recent developments.

The accounting policies that involve the most significant estimates, assumptions and management judgments used in preparation of the financial statements, or are the most sensitive to change from outside factors, are discussed within "Management's Discussion and Analysis of Financial Condition and Results of Operations - Critical Accounting Policies and Estimates" in the 2025 Annual Report on Form 10-K. There have been no material changes in these policies disclosed in the 2025 Annual Report on Form 10-K.

Recently Issued and Adopted Accounting Standards

Refer to Note 1 to the Company's financial statements in this Form 10-Q for additional information regarding recently issued and adopted accounting standards.

Cautionary Statement on Forward-looking Statements

From time to time, the Company may make oral or written statements, including statements in this quarterly report, that constitute “forward-looking statements” within the meaning of the federal securities laws. These include statements concerning plans, objectives, projections and expectations relating to the Company’s operations or economic performance and assumptions related thereto. Forward-looking statements are made based on management’s expectations and beliefs concerning future events impacting the Company and therefore involve a number of risks and uncertainties. Forward-looking statements are not guarantees, and actual results could differ materially from those expressed or implied in the forward-looking statements. In addition, the forward-looking statements in this report are made as of the date of this filing, and the Company does not undertake, and expressly disclaims any duty, to update such statements, whether as a result of new information, new developments, or otherwise, except to the extent that disclosure may be required by law.

Potential risks and uncertainties that could cause the actual results of operations or financial condition of the Company to differ materially from those expressed or implied by forward-looking statements in this report include, but are not limited to: macroeconomic conditions, including inconsistent consumer demand despite recent declines in interest rates, fluctuating foreign currency exchange rates, moderating inflation and global supply chain issues, as well as the ongoing impact of tariffs and uncertainty regarding the outcome of trade negotiations, import/export regulations and tariff policies, continue to adversely impact global economic conditions and have had, and may continue to have, a negative impact on the Company’s business, results of operations, financial condition and cash flows (including future uncertain impacts); the level of consumer demand for apparel; reliance on a small number of large customers; potential difficulty in integrating Helly Hansen and/or in achieving the expected growth, cost savings and/or synergies from the acquisition; potential risks and uncertainties in completing the sale of the Lee business, if at all, and potential risks in segregating and disposing of the Lee business and the Company’s ability to mitigate any stranded costs from the potential disposition; supply chain and shipping disruptions, which could continue to result in shipping delays, an increase in transportation costs and increased product costs or lost sales; intense industry competition; the ability to accurately forecast demand for products; the Company’s ability to gauge consumer preferences and product trends, and to respond to constantly changing markets; the Company’s ability to maintain the images of its brands; disruption and volatility in the global capital and credit markets and its impact on the Company’s ability to obtain short-term or long-term financing on favorable terms; the Company maintaining satisfactory credit ratings; restrictions on the Company’s business relating to its debt obligations; increasing pressure on margins; e-commerce operations through the Company’s direct-to-consumer business; the financial difficulty experienced by the retail industry; possible goodwill and other asset impairment; the ability to implement the Company’s business strategy; the stability of manufacturing facilities and foreign suppliers; fluctuations in wage rates and the price, availability and quality of raw materials and contracted products, including as a result of tariffs and reciprocal tariffs; the reliance on a limited number of suppliers for raw material sourcing and the ability to obtain raw materials on a timely basis or in sufficient quantity or quality; disruption to distribution systems; seasonality; unseasonal or severe weather conditions; potential challenges with the Company’s implementation of Project Jeanius; the Company’s and its vendors’ ability to maintain the strength and security of information technology systems; the risk that facilities and systems and those of third-party service providers may be vulnerable to and unable to anticipate or detect data security breaches and data or financial loss or maintain operational performance; ability to properly collect, use, manage and secure consumer and employee data; legal, regulatory, political and economic risks; the impact of climate change and related legislative and regulatory responses; stakeholder response to sustainability issues, including those related to climate change; compliance with anti-bribery, anti-corruption and anti-money laundering laws by the Company and third-party suppliers and manufacturers; changes in tax laws and liabilities; the costs of compliance with or the violation of national, state and local laws and regulations for environmental, consumer protection, employment, privacy, safety and other matters; continuity of members of management; labor relations; the ability to protect trademarks and other intellectual property rights; the ability of the Company’s licensees to generate expected sales and maintain the value of the Company’s brands; volatility in the price and trading volume of the Company’s common stock; anti-takeover provisions in the Company’s organizational documents; and fluctuations in the amount and frequency of our share repurchases. Many of the foregoing risks and uncertainties will be exacerbated by any worsening of the global business and economic environment.

More information on potential factors that could affect the Company’s financial results are described in detail in the Company’s 2025 Annual Report on Form 10-K and in other reports and statements that the Company files with the Securities and Exchange Commission (“SEC”).

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There have been no material changes in the Company’s market risk exposures set forth under Item 7A in our 2025 Annual Report on Form 10-K.

ITEM 4. CONTROLS AND PROCEDURES

(a) *Disclosure Controls and Procedures.* As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our management, including our principal executive and principal financial officers, of the effectiveness of the design and operation of our disclosure controls and procedures (as such term is defined in Rule 13(a)-15(e) of the Securities Exchange Act of 1934 (the "Exchange Act")). Based on such evaluation, our principal executive and principal financial officers concluded that our disclosure controls and procedures were effective and operating to provide reasonable assurance that information required to be disclosed by us in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and to provide reasonable assurance that such information is accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure.

(b) *Internal Control Over Financial Reporting.* There have been no changes in our internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) during the quarter ended April 4, 2026, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

The Company is involved in various claims and lawsuits arising in the normal course of business, none of which, in the opinion of management, is expected to have a material adverse effect on our results of operations or financial condition.

ITEM 1A. RISK FACTORS

Careful consideration of the risk factors set forth under Part I, Item 1A, "Risk Factors," of our 2025 Annual Report on Form 10-K should be made. There have been no material changes to the risk factors from those disclosed in Part I, Item 1A of our 2025 Annual Report on Form 10-K.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

First quarter fiscal 2026	Total number of shares purchased	Weighted average price paid per share	Total number of shares purchased as part of publicly announced program ⁽¹⁾	Dollar value of shares that may yet be purchased under the program
January 4 - January 31	—	\$ —	—	\$ 189,979,778
February 1 - February 28	—	—	—	189,979,778
March 1 - April 4	324,597	77.02	324,597	164,980,144
Total	324,597	\$ 77.02	324,597	

⁽¹⁾ As of March 2026, the Company has a share repurchase program which authorizes the repurchase of up to \$300.0 million of the Company's outstanding Common Stock through open market or privately negotiated transactions. The program does not have an expiration date but may be suspended, modified or terminated at any time without prior notice.

ITEM 5. OTHER INFORMATION

(c) During the three months ended March 2026, no director or Section 16 officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

ITEM 6. EXHIBITS

3.1	Amended and restated Bylaws of Kontoor Brands, Inc. effective April 23, 2026 (incorporated by reference to Exhibit 3.1 to the Company's Form 8-K filed with the SEC on April 24, 2026)
10.1+	Form of Award Certificate for Restricted Stock Units (2026 Form)
10.2+	Form of Award Certificate for Performance-Based Restricted Stock Units (2026 Form)
31.1	Certification of Scott H. Baxter, President, Chief Executive Officer and Chairman of the Board of Directors, pursuant to 15 U.S.C. Section 10A, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Joseph A. Alkire, Executive Vice President, Chief Financial Officer and Global Head of Operations, pursuant to 15 U.S.C. Section 10A, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Scott H. Baxter, President, Chief Executive Officer and Chairman of the Board of Directors, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Joseph A. Alkire, Executive Vice President, Chief Financial Officer and Global Head of Operations, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
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.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File - The cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
+	Management contract or compensatory plan or arrangement.

Our SEC file number for documents filed with the SEC pursuant to the Securities Exchange Act of 1934, as amended, is 001-38854.

SIGNATURES

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

KONTOOR BRANDS, INC.
(Registrant)

Date: May 14, 2026

By: /s/ Joseph A. Alkire
Joseph A. Alkire
Executive Vice President, Chief Financial Officer and Global Head of Operations
(Principal Financial Officer)

By: /s/ S. Denise Sumner
S. Denise Sumner
Vice President and Chief Accounting Officer
(Principal Accounting Officer)

KONTOOR BRANDS, INC.

AWARD CERTIFICATE

**Restricted Stock Units
(Standard Form)**

Number of RSUs Awarded:

To: _____ (the "Participant")

I am pleased to advise you that you have been awarded the number of Restricted Stock Units ("RSUs") set forth above under Kontoor Brands, Inc.'s 2019 Stock Compensation Plan (as it may be amended, the "2019 Plan"), subject to the terms and conditions set forth in the 2019 Plan and the attached Appendix.

KONTOOR BRANDS, INC.

By: _____
[NAME]
[TITLE]

Grant Date:

KONTOOR BRANDS, INC.

APPENDIX TO

AWARD CERTIFICATE

**Terms and Conditions Relating to
Restricted Stock Units**

1. **Grant of RSUs.**

(a) ***Grant of RSUs Under 2019 Plan.*** Participant has been granted the Restricted Stock Units (“RSUs”) specified in the Award Certificate under the Kontoor Brands, Inc. (the “Company”) 2019 Plan, copies of which have been provided to Participant. All of the terms, conditions, and other provisions of the 2019 Plan are hereby incorporated by reference into this document. Capitalized terms used in this document but not defined herein shall have the same meanings as in the 2019 Plan. If there is any conflict between the provisions of this document and the mandatory provisions of the 2019 Plan, the provisions of the 2019 Plan shall govern. By accepting the grant of the RSUs, Participant agrees to be bound by all of the terms and provisions of the 2019 Plan (as presently in effect or later amended), the rules and regulations under the 2019 Plan adopted from time to time, and the decisions and determinations of the Committee made from time to time.

(b) ***Certain Restrictions.*** Until RSUs have become vested in accordance with Section 2(e), RSUs shall be subject to a risk of forfeiture as provided in the 2019 Plan and this document. Until such time as each RSU has become settled by delivery of a share in accordance with Section 3, such RSU will be nontransferable, as provided in the 2019 Plan and Section 2(d). Participant is subject to the Company’s Code of Business Conduct and related policies on insider trading restricting Participant’s ability to sell shares of the Company’s Common Stock received in settlement of RSUs, which may include “blackout” periods during which Participant may not engage in such sales.

2. **General Terms of RSUs.**

(a) ***Nature of RSUs.*** Each RSU represents a conditional right of Participant to receive, and a conditional obligation of the Company to deliver, one share of the Company’s Common Stock at the times specified hereunder and subject to the terms and conditions of the 2019 Plan and this document. Each RSU constitutes an award under Article VIII of the 2019 Plan (including Section 8.6 thereof), representing a bookkeeping unit which is an arbitrary accounting measure created and used solely for purposes of the 2019 Plan and this Agreement. RSUs do not represent ownership rights in the Company, shares of Common Stock, or any asset of the Company.

(b) ***Account.*** An account will be maintained for Participant for purposes of this Award, to which the total number of RSUs granted and any RSUs resulting under Section 2(c) shall be credited.

(c) ***Dividend Equivalents and Adjustments.*** Dividend equivalents (as defined below) shall be paid or credited on RSUs as follows; provided, however, that (x) such dividend equivalents shall be subject to the same risk of forfeiture, other restrictions and deferral of settlement, if applicable, as apply to the RSUs and (y) the Committee may vary the manner and terms of crediting dividend equivalents, for administrative convenience or any other reason, provided that the Committee determines that any alternative manner and terms result in equitable treatment of Participant:

- (i) ***Regular Cash Dividends.*** Each Stock Unit will carry with it the right to crediting of an amount equal to dividends and distributions paid on a share of Common Stock (“dividend equivalents”), which amounts will be deemed reinvested in additional Stock Units, at the Fair Market Value of Common Stock at the dividend payment date.

- (ii) *Common Stock Dividends and Splits.* If the Company declares and pays a dividend or distribution on Common Stock in the form of additional shares of Common Stock, or there occurs a forward split of Common Stock, then the number of RSUs credited to Participant's Account as of the payment date for such dividend or distribution or forward split shall be automatically adjusted by multiplying the number of RSUs credited to the Account as of the record date for such dividend or distribution or split by the number of additional shares of Common Stock actually paid as a dividend or distribution or issued in such split in respect of each outstanding share of Common Stock.
- (iii) *Adjustments.* If the Company declares and pays a dividend or distribution on Common Stock that is not a regular cash dividend and not in the form of additional shares of Common Stock, or if there occurs any other event referred to in Article XI of the 2019 Plan, the Committee shall adjust the number of RSUs credited to Participant's Account in a manner that will prevent dilution or enlargement of Participant's rights with respect to RSUs, in an equitable manner determined by the Committee. In addition, the Committee may vary the manner and terms of crediting dividend equivalents during or following the end of the vesting period(s), for administrative convenience or any other reason, provided that the Committee determines that any alternative manner and terms result in equitable treatment of Participant.
- (iv) *Risk of Forfeiture and Settlement of Dividend Equivalents and RSUs Resulting from Dividend Equivalents and Adjustments.* Rights to dividend equivalents and RSUs which directly or indirectly result from dividend equivalents or adjustments to an RSU shall be subject to the same risk of forfeiture as applies to the granted RSU and will be settled at the same time as the granted RSU.

(d) *Non-Transferability.* Unless otherwise determined by the Committee, neither Participant nor any beneficiary shall have the right to, directly or indirectly, alienate, assign, transfer, pledge, anticipate, or encumber (except by reason of death) any RSU, Account or Account balance, or other right hereunder, nor shall any such RSU, Account or Account balance, or other right be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment, or garnishment by creditors of Participant or any beneficiary, or to the debts, contracts, liabilities, engagements, or torts of Participant or any beneficiary or transfer by operation of law in the event of bankruptcy or insolvency of Participant or any beneficiary, or any legal process.

(e) *Vesting and Forfeiture.* The "Stated Vesting Date" of the RSUs will be as follows: 1/3 of the RSUs will have a Stated Vesting Date on the first anniversary of the Grant Date, 1/3 of the RSUs will have a Stated Vesting Date on the second anniversary of the Grant Date and 1/3 of the RSUs will have a Stated Vesting Date on the third anniversary of the Grant Date, except as otherwise provided herein, if the Participant continues to be an employee of the Company or any of its subsidiaries or affiliates through the applicable Stated Vesting Date.

Except to the extent set forth herein, upon a Participant's Termination of Employment prior to the vesting of RSUs at an applicable Stated Vesting Date, all unvested RSUs shall be canceled and forfeited and Participant shall have no further rights hereunder.

- (i) If Termination of Employment is an involuntary separation by the Company not for Cause, a Pro Rata Portion (as defined below) of the RSUs shall vest at the next Stated Vesting Date, with any unvested RSUs in excess of such Pro Rata Portion canceled and forfeited.
- (ii) If Termination of Employment is due to Participant's Retirement, the RSUs shall vest at the Stated Vesting Date(s) in full, without proration. If Termination of Employment is due to Participant's Early Retirement (as defined below), a Pro Rata Portion (as defined below) of the RSUs shall vest at the next Stated Vesting Date, with any unvested RSUs in excess of such Pro Rata Portion canceled and forfeited. For the purposes herein, (A) "Retirement" shall mean Participant's Termination of Employment when the aggregate of the Participant's age plus years of service equals at least 65; and (B) "Early Retirement" shall mean Participant's Termination of Employment when the aggregate of the Participant's age plus years of service is at least 62; provided that, unless the Committee determines otherwise, in the case of both Retirement and Early Retirement, (X) in no event shall a Termination of Employment be deemed a Retirement or Early Retirement unless Participant at the date of his or her Termination of Employment is at least age 55 and has at least two years of service; and (Y) a Termination of Employment shall not be deemed a Retirement or Early Retirement unless the

Participant provides at least six (6) months' written notice of his or her intent to retire to the Company prior to his or her date of Termination of Employment in form acceptable to the Committee.

- (iii) If Termination of Employment is due to Participant's death or Disability (as defined below), the RSUs shall immediately vest in full, without proration.

In addition, and notwithstanding anything in this Certificate to the contrary, the RSUs shall be forfeited and shall terminate immediately on (A) the Participant's date of Termination of Employment for any reason (the date of Termination of Employment will be determined without giving effect to any period during which severance payments may be made to a Participant) prior to the first anniversary of the Grant Date or (B) a determination by the Company that the Participant is in breach of any Agreement Regarding Confidentiality and Non-Solicitation of Employees, or any other confidentiality, noncompetition, nonsolicitation, or similar agreement, between the Participant, on the one hand, and the Company or any affiliate, on the other hand.

(f) **Clawback.** The RSUs are subject to the Company's Forfeiture Policy for Equity and Incentive Awards or other forfeiture or recoupment policies or arrangements, each as in effect from time to time and as applicable to Participant. Such policies or arrangements impose conditions that may result in forfeiture of the RSUs or the proceeds to Participant resulting from the RSUs (a so-called "clawback") in certain circumstances if the Company's financial statements are required to be restated as a result of misconduct or upon the occurrence of other events as described in such policies or arrangements.

(g) **Certain Definitions.** The following definitions apply for purposes of this Agreement (as such terms may be interpreted by the Committee):

- (i) "Cause" means (i), if the Participant has an Employment Agreement defining "Cause," the definition under such Employment Agreement, or (ii), if the Participant has no Employment Agreement defining "Cause," the Participant's gross misconduct, meaning (A) the Participant's willful and continued refusal substantially to perform his or her duties with the Company (other than any such refusal resulting from his or her incapacity due to physical or mental illness), or (B) the willful engaging by the Participant in gross misconduct materially and demonstrably injurious to the Company. For purposes of this definition, no act or failure to act on the Participant's part shall be considered "willful" unless done, or omitted to be done, by the Participant not in good faith and without reasonable belief that his or her action or omission was in the best interest of the Company.
- (ii) "Disability" means (A), if Participant has an Employment Agreement defining "Disability," the definition under such Employment Agreement, or (B), if Participant has no Employment Agreement defining "Disability," Participant's incapacity due to physical or mental illness resulting in Participant's absence from his or her duties with the Company or any of its subsidiaries or affiliates on a full-time basis for 26 consecutive weeks, and, within 30 days after written notice of termination has been given by the Company, Participant has not returned to the full-time performance of his or her duties.
- (iii) "Pro Rata Portion" means a fraction the numerator of which is the number of days that have elapsed from the Grant Date to the date of Participant's Termination of Employment (or in the case of an involuntary separation by the Company not for Cause, the payment of the final installment of severance pay, if any) and the denominator of which is the number of days from the Grant Date to the applicable Stated Vesting Date; provided, however, that the Pro Rata Portion may not exceed 100%.
- (iv) "Termination of Employment" means Participant's termination of employment with the Company or any of its subsidiaries or affiliates in circumstances in which, immediately thereafter, Participant is not employed by the Company or any of its subsidiaries or affiliates. Service as a non-employee director shall not be treated as employment for purposes of this Agreement.

3. **Settlement of RSUs.**

(a) **Settlement Date.** Vested RSUs will be settled by delivery of one share of Common Stock for each RSU, together with dividend equivalent amounts payable under Section 2(c). Such settlement will occur within 15 business

days after the date on which the RSUs become vested (including vesting at a Stated Vesting Date following termination, as provided in Section 2(e)). Delivery of shares in settlement of RSUs will take place as promptly as practicable after the settlement date (but not later than 15 business days after the designated settlement date). In the event of Participant's termination due to death or Disability, the certificates representing shares of vested RSUs shall be delivered on or before the 60th day following the Termination of Employment due to death or Disability (subject to Section 3(b), which may require a six-month delay in the event of Termination of Employment due to Disability).

(b) ***Certain Limitations to Ensure Compliance with Code Section 409A.*** For purposes of this Agreement, references to a term or event (including any authority or right of the Company or Participant) being "permitted" under Section 409A of the Internal Revenue Code (the "Code") mean that the term or event will not cause Participant to be liable for payment of interest or a tax penalty under Section 409A. The provisions of the 2019 Plan and other provisions of this Agreement notwithstanding, the terms of the RSUs, including any authority of the Company and rights of Participant, shall be limited to those terms permitted under Section 409A, and any terms not permitted under Section 409A shall be automatically modified and limited to the extent necessary to conform with Section 409A. For this purpose, the Company shall have no authority to accelerate distributions relating to RSUs in excess of the authority permitted under Section 409A, and, if the timing of any distribution in settlement of RSUs would result in Participant's constructive receipt of income relating to the RSUs prior to such distribution, the date of distribution will be the earliest date after the specified date of distribution that distribution can be effected without resulting in such constructive receipt (thus, for example, if RSUs were deemed to be a deferral of compensation under Code Section 409A, any distribution in settlement of RSUs subject to Section 409A(a)(2)(A)(i) (separation from service) would be triggered only by a "separation from service" under Treasury Regulation Section 1.409A-1(h) and, if the Participant were a "specified employee" under Treasury Regulation Section 1.409A-1(i), such distribution would be delayed until six months after such separation from service other than due to death).

(c) ***Delivery of Common Stock.*** Whenever Common Stock is to be delivered hereunder, the Company shall deliver to Participant or Participant's Beneficiary one or more certificates representing the shares of Common Stock, registered in the name of Participant, the Beneficiary, or in such other form of registration as instructed by Participant, except that the Company may provide for alternative methods of delivery for administrative convenience. The obligation of the Company to deliver Common Stock hereunder is conditioned upon compliance by Participant and by the Company with all applicable federal and state securities and other laws and regulations. The Company may determine the manner in which fractional shares of Common Stock shall be dealt with upon settlement of RSUs; provided, however, that no certificate shall be issued representing a fractional share. If there occurs any delay between the settlement date and the date shares are issued or delivered to Participant, a cash amount equal to any dividends or distributions the record date for which fell between the settlement date and the date of issuance or delivery of the shares shall be paid to Participant together with the delivery of the shares.

4. **Tax Withholding.**

If withholding is required by applicable law, the Company shall withhold from the cash and shares deliverable in settlement of RSUs (including a deferred settlement) such cash amount together with the number of shares having an aggregate Fair Market Value equal to the mandatory withholding requirements (but rounded to the nearest whole share). Unless otherwise prohibited by the Committee (and subject to any additional conditions that may be imposed by the Committee), the Participant may elect to satisfy such tax withholding obligations, if any, by means of delivering or withholding shares of Common Stock in accordance with Section 12.4 of the 2019 Plan.

As a condition of grant, where tax withholding is required under applicable law, the Participant consents to the net-settlement of RSUs to satisfy such tax withholding obligations arising in respect of such RSUs, in accordance with Section 12.4 of the 2019 Plan, subject to any conditions imposed by the Committee and unless otherwise directed by the Committee, and the Participant further directs the Company to so reduce the number of shares of Common Stock that would otherwise be transferred or issued to the Participant following the vesting of such RSUs in accordance with the 2019 Plan and to pay a cash amount equivalent to any such tax withholdings to the relevant tax authority as soon as practicable. The Committee may, in its absolute discretion, direct that such number of shares of Common Stock as would otherwise be delivered to the Participant on settlement of an RSU having an aggregate Fair Market Value equal to mandatory withholding requirements (but rounded to the nearest whole share to the extent such rounding does not result in adverse accounting consequences to the Company) shall be withheld by the Company, and the Company shall be

authorized to retain such shares accordingly and to apply their value in satisfaction of the liability represented by such mandatory withholding requirements, whereupon the Participant shall be entitled to receive only the net number of shares remaining after such withholding.

5. **Miscellaneous.**

(a) ***Binding Effect; Written Amendments.*** The terms and conditions set forth in this document shall be binding upon the heirs, executors, administrators and successors of the parties. The Award Certificate and this document constitute the entire agreement between the parties with respect to the RSUs and supersede any prior agreements or documents with respect thereto. No amendment, alteration, suspension, discontinuation or termination of this document which may impose any additional obligation upon the Company or materially adversely affect the rights of Participant with respect to the RSUs shall be valid unless in each instance such amendment, alteration, suspension, discontinuation or termination is expressed in a written instrument duly executed in the name and on behalf of the Company and, if Participant's rights are materially adversely affected thereby, by Participant.

(b) ***No Promise of Employment.*** The RSUs and the granting thereof shall not constitute or be evidence of any agreement or understanding, express or implied, that Participant has a right to continue as an officer, employee, director or other service provider of the Company or its subsidiaries for any period of time, or at any particular rate of compensation.

(c) ***Governing Law.*** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws (but not the law of conflicts of laws) of the State of North Carolina and applicable federal law.

(d) ***Unfunded Obligations.*** The grant of the RSUs and any provision for distribution in settlement of Participant's Account hereunder shall be by means of bookkeeping entries on the books of the Company and shall not create in Participant any right to, or claim against any, specific assets of the Company, nor result in the creation of any trust or escrow account for Participant. With respect to Participant's entitlement to any distribution hereunder, Participant shall be a general creditor of the Company.

(e) ***Notices.*** Any notice to be given the Company under this Agreement shall be addressed to the Company at its principal executive offices, in care of the Vice President–Human Resources, and any notice to Participant shall be addressed to Participant at Participant's address as then appearing in the records of the Company.

(f) ***Shareholder Rights.*** Participant and any beneficiary shall not have any rights with respect to shares (including voting rights) covered by this Agreement prior to the settlement and distribution of the shares as specified herein.

(g) ***Voluntary Participation.*** Participant's participation in the 2019 Plan is voluntary. The value of the RSUs is an extraordinary item of compensation. As such, the RSUs are not part of normal or expected compensation for purposes of calculating any severance, change in control payments, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

KONTOOR BRANDS, INC.

AWARD CERTIFICATE

**Performance-Based Restricted Stock Units (“PRSUs”) for
Fiscal Years 2026-2028 (the “Performance Cycle”) under the
2019 Stock Compensation Plan**

Target PRSUs Awarded:

To: _____ (the “Participant”)

I am pleased to advise you that you have been awarded the opportunity to earn from 0% to 200% of the number of Performance-Based Restricted Stock Units set forth above under the 2019 Stock Compensation Plan (the “Plan”) of Kontoor Brands, Inc. (the “Company”) for the Performance Cycle commencing at the beginning of fiscal 2026 and ending on the final day of fiscal 2028 under the terms and conditions set forth in the attached Appendix. The actual number of shares of the Company’s Common Stock, if any, that you may receive at the end of the Performance Cycle will depend, among other things as described in the Appendix, on the level of achievement over the Performance Cycle of specified performance goals set by the Talent and Compensation Committee of the Company’s Board of Directors.

KONTOOR BRANDS, INC.

By:

[NAME]

[TITLE]

Grant Date:

KONTOOR BRANDS, INC.

APPENDIX TO

PRSUs AWARD CERTIFICATE

**Terms and Conditions Relating to
Performance-Based Restricted Stock Units (“PRSUs”)**

1. Opportunity to Earn PRSUs.

The Participant has been designated as having the opportunity to earn Performance-Based Restricted Stock Units (“PRSUs”) under the Kontoor Brands, Inc. (the “Company”) 2019 Stock Compensation Plan, as it may be amended (the “Plan”), for the three-fiscal-year Performance Cycle specified in the Award Certificate (the “Performance Cycle”). Subject to the terms and conditions of the Plan and this Agreement, the Participant will have the opportunity to earn from 0% to 200% of the targeted number of PRSUs (the “Target PRSUs”) for the Performance Cycle. The number of Target PRSUs shall be the number set forth on the Award Certificate plus additional cash or PRSUs resulting from Dividend Equivalents and adjustments, as specified in Section 3(c).

2. Incorporation of Plan by Reference; Certain Restrictions.

(a) PRSUs that may be earned by the Participant represent Stock Units under the Plan, a copy of which has been made available to Participant. All of the terms, conditions, and other provisions of the Plan are hereby incorporated by reference into this document. Except as otherwise provided herein, capitalized terms used in this document but not defined herein shall have the same meanings as in the Plan. If there is any conflict between the provisions of this document and the provisions of the Plan, the provisions of the Plan shall govern.

(b) Until PRSUs have become earned in accordance with Section 4, PRSUs shall be subject to a risk of forfeiture as provided in this document. Until such time as the PRSUs have become settled by delivery of shares in accordance with Section 6, PRSUs will be nontransferable, as provided in the Plan and Section 3(d). The Participant is subject to the Company’s Code of Business Conduct and related policies on insider trading restricting the Participant’s ability to sell shares of the Company’s Common Stock received in settlement of PRSUs, which may include “blackout” periods during which Participant may not engage in such sales.

3. General Terms of PRSUs.

(a) Each PRSU represents a conditional right of the Participant to receive, and a conditional obligation of the Company to deliver, one share of the Company’s Common Stock, at the times specified hereunder and subject to the terms and conditions of the Plan and this document.

(b) Not later than the March 15 immediately following the end of the Performance Cycle (the “Settlement Deadline”), the Committee will make a final determination of the extent to which the performance goals for that Performance Cycle were achieved and the number of PRSUs earned for that Performance Cycle in accordance with Section 4. The date on which the Committee makes such final determination is the “Determination Date.”

(c) An account (an "Account") will be maintained for the Participant for purposes of this Agreement and the Plan, to which the initial number of Target PRSUs for each Performance Cycle initially shall be credited. Unless otherwise determined by the Administrator (as defined herein) (subject to Section 12.1 of the Plan), dividend equivalents ("Dividend Equivalents") will be paid or credited on PRSUs that have been earned as follows:

(i) At the time of settlement of PRSUs under Section 6, the Administrator shall determine the aggregate amount of regular cash dividends that would have been payable to the Participant, based on record dates for dividends since the beginning of the Performance Cycle (or, if later, the date on which the Participant has been selected to participate in the Performance Cycle and has had a target and range and performance goal(s) established for PRSUs (the "Participation Date")), if the earned PRSUs then to be settled had been outstanding shares of Common Stock at such record date (without compounding of dividends but adjusted to account for splits and other extraordinary corporate transactions). Such aggregate cash amount will be withheld to cover withholding taxes applicable at the settlement date, with any amount in excess of such tax withholding amount converted to a number of shares (or deferred shares, if applicable) by dividing such excess amount by the Fair Market Value of a share of Common Stock at the settlement date. "Administrator" means the officers and employees of the Company responsible for the day-to-day administration of the Plan and to which other authority may be delegated under Section 4.2 of the Plan. Unless otherwise specified by the Committee, the Administrator shall be the Kontoor Brands, Inc. Pension Plan Committee.

(ii) If the Company declares and pays a dividend or distribution on Common Stock in the form of additional shares of Common Stock, or there occurs a forward split of Common Stock, then the number of PRSUs credited to the Participant's Account and potentially earnable hereunder as of the payment date for such dividend or distribution or forward split shall be automatically adjusted by multiplying the number of PRSUs credited to the Account or potentially earnable as of the record date for such dividend or distribution or split by the number of additional shares of Common Stock actually paid as a dividend or distribution or issued in such split in respect of each outstanding share of Common Stock.

(iii) If the Company declares and pays a dividend or distribution on Common Stock that is not a regular cash dividend and not in the form of additional shares of Common Stock, or if there occurs any other event referred to in Article XI of the Plan, the Committee may determine to adjust the number of PRSUs credited to the Participant's Account and potentially earnable hereunder (including provision for the earning of property or other forms of compensation than Common Stock), in order to prevent dilution or enlargement of the Participants' rights with respect to PRSUs.

(iv) PRSUs and other rights to compensation that result from a stock dividend or split under Section 3(c)(ii) or an adjustment under Section 3(c)(iii) shall be subject to the same vesting terms (including earning based on achievement of the Performance Goal) and risk of forfeiture as applied to the related PRSUs originally granted. The Committee may vary the manner and terms of crediting Dividend Equivalents during or following the end of the Performance Cycle, for administrative convenience or any other reason, provided that the Committee determines that any alternative manner and terms result in equitable treatment of Participant and subject to the provisions of Section 3(c). The number of Target PRSUs and the terms of PRSUs will be subject to adjustment upon the occurrence of certain extraordinary corporate events specified in Section 3(c) and otherwise in accordance with Section 4(a), such adjustments to be made by the Committee in order to prevent dilution or enlargement of Participant's opportunity to earn incentive

compensation under this Agreement. Thus, the percentage of Target PRSUs earned under Section 4 will include the additional cash or PRSUs resulting from the crediting of Dividend Equivalents.

(d) Unless otherwise determined by the Committee, neither the Participant nor any beneficiary shall have the right to, directly or indirectly, alienate, assign, transfer, pledge, anticipate or encumber (except by reason of death) any PRSU, Account or Account balance, or other right hereunder, nor shall any such PRSU, Account or Account balance or other right be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment by creditors of the Participant or any beneficiary, or to the debts, contracts, liabilities, engagements or torts of the Participant or any beneficiary or transfer by operation of law in the event of bankruptcy or insolvency of the Participant or any beneficiary, or any legal process.

4. Earning of PRSUs.

(a) PRSUs for the Performance Cycle will be earned as follows:

The Performance Goal set forth herein must be achieved at the levels specified by the Committee in order for PRSUs to be earned for the Performance Cycle. Performance shall be based on the Company's ability to achieve the annual growth targets for Adjusted Earnings Per Share and Revenue performance goals, as defined and interpreted by the Committee, by the end of the Performance Cycle, and further subject to the Committee's discretion to impose a modifier such as total shareholder return and/or to impose or modify performance terms and condition(s)). The Committee also may provide for adjustments to the Performance Goal, the Performance Cycle and other terms of Awards to reflect changes in accounting rules, corporate structure or other circumstances of the Company, for the purpose of preventing dilution or enlargement of the Participants' opportunity to earn PRSUs hereunder, and subject to Section 12.15 of the Plan. The Committee may adjust upward or downward the number of PRSUs earned, in its discretion (subject to Section 12.15 of the Plan), in light of such considerations as the Committee may deem relevant, but in accordance with a standard that the number of earned PRSUs shall correlate to the performance achieved by the efforts of management (including the Participant) as intended at the time of setting of the Performance Goal. To determine the number of PRSUs earned, the growth targets achieved will be averaged together. For this purpose, the designation of target performance, the achievement of which is required for the earning of the Target PRSUs, and threshold and maximum performance and the corresponding number of PRSUs deemed earned (with the maximum level of performance corresponding to the earning of 200% of the target number of PRSUs), have been (or will be) specified by the Committee for the fiscal years in the Performance Cycle.

Performance and the percentage of Target PRSUs earned will be interpolated, if the performance achieved is between threshold and target or between target and maximum. The Committee retains complete discretion in setting the financial goals and related terms that are incorporated into this Performance Goal.

(b) At the Determination Date, at which time the Committee will have determined whether and the extent to which the Performance Goals designated by the Committee in accordance with this Section 4 have been achieved and made other determinations authorized hereunder, any PRSUs that are determined to have not been earned shall cease to be earnable and shall be immediately and automatically forfeited and cancelled.

5. Effect of Termination of Employment.

(a) Forfeiture of PRSUs. Upon Participant's Termination of Employment (as defined below) prior to the end of the Performance Cycle, the Participant's unearned PRSUs relating

to the Performance Cycle shall cease to be earnable and shall be immediately and automatically forfeited and cancelled, except to the extent otherwise provided herein. "Termination of Employment" means the Participant's termination of employment with the Company or any of its Subsidiaries or affiliates in circumstances in which, immediately thereafter, the Participant is not employed by the Company or any of its Subsidiaries or affiliates; provided, however, that in the case of any PRSUs that constitute a deferral of compensation for purposes of Code Section 409A, Termination of Employment shall mean a "separation from service" as defined in Treasury Regulation § 1.409A-1(h). The date of Termination of Employment will be determined without giving effect to any period during which severance payments may be made to the Participant, unless otherwise specifically provided herein.

(b) Exceptions. Notwithstanding the provisions of Section 5(a) herein, the following provisions shall apply in the event of Participant's Retirement, Early Retirement, Death, Disability (as defined herein), involuntary separation by the Company not for Cause (as defined herein) or, at or after a Change in Control, voluntary resignation for Good Reason prior to the end of the Performance Cycle:

(i) *Retirement*. In the event of Participant's Termination of Employment due to Retirement (as defined herein), the Participant shall be entitled to receive settlement of the total number of PRSUs actually earned for the Performance Cycle, determined in accordance with Section 3(b) as if the Participant had continued employment throughout the Performance Cycle; provided that PRSUs that have not been held for the minimum vesting period under Section 6.2 of the Plan will not be earnable and will be cancelled as of the date of Termination of Employment. "Retirement" shall mean a Termination of Employment when the aggregate of Participant's age plus years of service equals at least 65, provided that, unless the Committee determines otherwise, (A) in no event shall a Termination of Employment be deemed a Retirement unless Participant at the date of his or her Termination of Employment is at least age 55 and has at least two years of service; and (B) a Termination of Employment shall not be deemed a Retirement unless the Participant provides at least six (6) months' written notice of his or her intent to retire to the Company prior to his or her date of Termination of Employment in form acceptable to the Committee. Any deferral election filed by the Participant in accordance with such procedures as were established by the Company shall be effective and apply to the time of settlement of the PRSUs.

(ii) *Early Retirement*. In the event of Participant's Termination of Employment due to Early Retirement (as defined herein), the Participant shall be entitled to receive settlement of a Pro Rata Portion (as defined herein) of the total number of PRSUs that would have been actually earned for the Performance Cycle in accordance with Section 3(b), assuming for this purpose that Participant had continued employment throughout the Performance Cycle. The proration date shall be date of Participant's Termination of Employment. For the purposes herein, "Early Retirement" shall mean a Termination of Employment when the aggregate of the Participant's age plus years of service equals at least 62, provided that, unless the Committee determines otherwise, (A) in no event shall a Termination of Employment be deemed an Early Retirement unless the Participant at the date of his or her Termination of Employment is at least age 55 and has at least two years of service; and (B) a Termination of Employment shall not be deemed an Early Retirement unless the Participant provides at least six (6) months' written notice of his or her intent to retire to the Company prior to his or her date of Termination of Employment in form acceptable to the Committee. "Pro Rata Portion" means a portion of a specified number of PRSUs earned in the Performance Cycle assuming continued employment throughout the Performance Cycle, such portion determined by multiplying such number of earned PRSUs by a

fraction, the numerator of which is the number of calendar days from the beginning of the Performance Cycle until the applicable proration date and the denominator of which is the number of calendar days in the Performance Cycle. The settlement of PRSUs for any such Performance Cycle shall occur promptly (and in any event not later than the Settlement Deadline) following completion of that Performance Cycle. Any deferral election filed by Participant shall be effective and apply at the time of settlement of the PRSUs.

(iii) *Death or Disability.* If Termination of Employment is due to the Participant's death or Disability, the Participant shall be entitled to receive settlement of the total number of PRSUs the Participant actually earned for the Performance Cycle in accordance with Section 3(b) as if the Participant had continued employment throughout the Performance Cycle. "Disability" means (A), if the Participant has an employment agreement or similar agreement with the Company or any Subsidiary (an "Employment Agreement") defining "Disability," the definition under such Employment Agreement, or (B) if the Participant has no Employment Agreement defining "Disability," the Participant's incapacity due to physical or mental illness resulting in the Participant's absence from his or her duties with the Company on a full-time basis for 26 consecutive weeks, and, within 30 days after written notice of termination has been given by the Company, the Participant has not returned to the full-time performance of his or her duties. Any deferral election filed by the Participant shall have no effect on the time of settlement of the PRSUs.

(iv) *Involuntary Termination By the Company Not for Cause Prior to a Change in Control.* If Termination of Employment is an involuntary separation by the Company not for Cause prior to a Change in Control, the Participant shall be entitled to receive settlement of a Pro Rata Portion of the total number of PRSUs that would have been actually earned for the Performance Cycle in accordance with Section 3(b), assuming for this purpose that the Participant had continued in employment throughout the Performance Cycle. "Cause" means (A), if the Participant has an Employment Agreement defining "Cause," the definition under such Employment Agreement, or (B) if the Participant has no Employment Agreement defining "Cause," the Participant's gross misconduct, meaning (1) the Participant's willful and continued refusal substantially to perform his or her duties with the Company (other than any such refusal resulting from his or her incapacity due to physical or mental illness), after a demand for substantial performance is delivered to the Participant by the Board that specifically identifies the manner in which the Board believes that the Participant has refused to perform his or her duties, or (2) the willful engaging by the Participant in misconduct materially and demonstrably injurious to the Company. For purposes of this definition, no act or failure to act on the Participant's part shall be considered "willful" unless done, or omitted to be done, by the Participant not in good faith and without reasonable belief that his or her action or omission was in the best interest of the Company. For this purpose, the proration date (used to calculate the Pro Rata Portion) shall be the earlier of (x) the last day of the payroll period with respect to which a severance payment in the nature of salary continuation will be made and (y) the last day of the Performance Cycle. If no severance payments are to be made, the applicable proration date shall be the date of Termination of Employment. The foregoing notwithstanding, PRSUs that have not been held for the minimum vesting period under Section 6.2 of the Plan will not be earnable and will be canceled as of the date of Termination of Employment. The settlement of PRSUs shall occur promptly (and in any event not later than the Settlement Deadline) following completion of the applicable Performance Cycle. Any deferral election filed by the Participant shall have no effect on the time of settlement of the PRSUs.

(v) *At or Following a Change in Control, Involuntary Termination By the Company Not for Cause or by Participant for Good Reason.* If Termination of Employment occurs at or after a Change in Control and is an involuntary separation by the Company not for Cause or a resignation by the Participant for Good Reason, the Participant shall be entitled to receive settlement of the total number of PRSUs the Participant is deemed to have earned in accordance with this Section 5(b)(v), promptly (and in any event within 30 days) following the date of Termination of Employment (subject to the final paragraph of this Section 5(b)). The amount of the settlement shall assume that the Participant has remained with the Company through the completion of the Performance Cycle and that the performance achieved by the Company with respect to the applicable Performance Goal(s) for the Performance Cycle is the average of the performance achieved for the completed year(s) in the Performance Cycle if greater than 100% (i.e., the performance required to earn at least the Target PRSUs), or, if such average is less than 100%, the performance achieved shall be deemed to be the average of the actual performance for the completed year(s) in such Performance Cycle (if any) together with performance for years not yet complete being deemed to be 100% of target performance. Any deferral election filed by the Participant shall have no effect on the time of settlement of the PRSUs.

The foregoing provisions notwithstanding, in the case of any PRSUs that constitute a deferral of compensation for purposes of Code Section 409A: (i) if such PRSUs would be settled at a date related to a Termination of Employment (other than due to death) under this Section 5 or in connection with a permitted elective deferral of the PRSUs, such settlement date would be within six months after the Termination of Employment, and the Participant is a "Specified Employee" at the date of Termination of Employment under Code Section 409A, then the settlement date will be delayed until the date six months after Termination of Employment; (ii) if a fiscal year ends in December, any settlement required to follow such fiscal year end shall occur only on or after January 1; and (iii) if a Change in Control occurs but in connection therewith no event has occurred that constitutes a change in the ownership of the Company, a change in effective control of the Company, or a change in the ownership of a substantial portion of the assets of the Company (as defined in Treasury Regulation § 1.409A-3(i)(5)), then the time of settlement under Section 5(b)(v) shall not be as specified therein but shall instead be at the applicable time under Section 5(b)(iv) (for clarity, the amount of PRSUs earned nevertheless will be determined under Section 5(b)(v)). It is intended that PRSUs that are not electively deferred hereunder constitute short-term deferrals under Treasury Regulation § 1.409A-1(b)(4) to the maximum extent possible, unless otherwise specifically designated by the Company.

(c) Termination at or After End of Performance Cycle. Upon the Participant's Termination of Employment at or after the end of the Performance Cycle, all PRSUs resulting from the Performance Cycle shall be settled in accordance with Section 6 as promptly as practicable after the Determination Date, except that, if the Participant has timely filed an irrevocable election to defer settlement of PRSUs following a Termination of Employment due to Retirement or Early Retirement, such PRSUs shall be settled in accordance with such deferral election.

(d) Release. Any settlement of PRSUs following Termination of Employment may be delayed by the Committee if the Participant's Employment Agreement or any policy of the Committee valid release of claims against the Company. In such case, the Company shall supply the form of release to the Participant by the date of Termination of Employment, and Participant must sign the release and not revoke it by such date as may be specified by the Company but in no event later than 52 days after Termination of Employment. If such 52-day period would begin in one calendar year and end in the next, then settlement shall only occur in the latter calendar year.

6. Settlement of PRSUs.

(a) Settlement If PRSUs Not Deferred. Not later than the Settlement Deadline following the end of the Performance Cycle, the Committee shall settle all PRSUs earned in respect of the Performance Cycle, other than PRSUs deferred under Section 6(b) or settled as specified in Section 5, by issuing and/or delivering to the Participant one share of Common Stock for each PRSU being settled. Such issuance or delivery shall occur as promptly as practicable after the Determination Date for the Performance Cycle.

(b) Deferral of PRSUs. If and to the extent authorized by the Committee, at any time on or before such date as may be specified by the Administrator in compliance with Code Section 409A, the Participant may elect to defer settlement of PRSUs to a specified date (i) later than the Determination Date for the Performance Cycle to which the PRSUs relate or (ii) later than Termination of Employment due to Retirement, as specified by the Participant; provided, however, that an optional deferral shall be subject to such additional restrictions and limitations as the Committee or Administrator may from time to time specify, including for purposes of ensuring that the Participant will not be deemed to have constructively received compensation in connection with such deferral. Unless otherwise specified by the Committee not later than the Participation Date, dividend equivalents shall accrue on deferred PRSUs and shall be paid in cash annually to the Participant at an annual payment date set by the Administrator, without interest or compounding.

(c) Creation of Rabbi Trust. If and to the extent authorized by the Committee, the Company may create one or more trusts and deposit therein Common Stock or other property for delivery to the Participant in satisfaction of the Company's obligations hereunder. Any such trust shall be a "rabbi" trust that shall not jeopardize the status of the Participant's rights hereunder as "unfunded" deferred compensation for federal income tax purposes.

(d) Settlement of PRSUs at the End of the Deferral Period. Not later than 15 days after the end of any elective period of deferral or immediately in the case of a deferral period ending immediately prior to a Change in Control, the Company will settle all PRSUs then credited to the Participant's Account by issuing and/or delivering to the Participant one share of Common Stock for each PRSU being settled. Any deferral period will end on an accelerated basis immediately prior to a Change in Control, except as limited under the final paragraph of Section 5(b) and Section 6(b).

(e) Manner of Settlement. The Committee or Administrator may, in its or his or her sole discretion, determine the manner in which shares of Common Stock shall be delivered by the Company, including the manner in which fractional shares shall be dealt with; provided, however, that no certificate shall be issued representing a fractional share. In furtherance of this authority, PRSUs may be settled by the Company issuing and delivering the requisite number of shares of Common Stock to a member firm of the New York Stock Exchange that is also a member of the National Association of Securities Dealers, as selected by the Company from time to time, which shares shall be deposited by such member firm in a separate brokerage account for the Participant. If there occurs any delay between the settlement date and the date shares are issued or delivered to the Participant, a cash amount equal to any dividends or distributions the record date for which fell between the settlement date and the date of issuance or delivery of the shares shall be paid to the Participant together with the delivery of the shares.

(f) Settlement of PRSUs Held by Non-US Residents. Other provisions of the Plan and this Plan (including Section 6(e) above) notwithstanding, PRSUs credited to the Account

of the Participant, if the Participant resides in or is subject to income tax laws of a country other than the United States, may be settled in cash, in the discretion of the Committee. The cash amount payable in settlement of each PRSU shall equal the Fair Market Value of a share at the date of not more than five business days before the date of settlement. The Committee is authorized to vary the terms of participation of such foreign Participant in any other respect (including in ways not consistent with the express provisions of the Plan) in order to conform to the laws, regulations and business customs of a foreign jurisdiction.

(g) Certificates. Whenever Common Stock is to be delivered hereunder, the Company shall deliver to the Participant or the Participant's beneficiary one or more certificates representing the shares of Common Stock, registered in the name of the Participant, the beneficiary, or in such other form of registration as instructed by the Participant, except that the Committee may provide for alternative methods of delivery for administrative convenience. The obligation of the Company to deliver Common Stock hereunder is conditioned upon compliance by the Participant and by the Company with all applicable Federal and state securities and other laws and regulations.

7. Tax Withholding.

Participant shall be responsible for payment of any federal, state, foreign or local taxes of any amount required to be paid with respect to the grant or settlement of the PRSUs and any Dividend Equivalents or otherwise in connection with the PRSUs. Unless otherwise determined by the Committee, the Company will withhold from cash payable as Dividend Equivalents and from the shares deliverable in settlement of PRSUs cash plus the number of shares having an aggregate Fair Market Value the sum of which shall equal applicable governmental tax withholding requirements, but with share withholding rounded to the nearest whole share.

As a condition of grant, where tax withholding is required under applicable law, the Participant consents to the net-settlement of PRSUs in order to satisfy any tax withholding obligations arising in respect of such PRSUs, in accordance with Section 12.4 of the 2019 Plan and subject to any conditions imposed by the Committee and unless otherwise directed by the Committee, and the Participant further directs the Company to so reduce the number of shares of Common Stock that would otherwise be transferred or issued to the Participant following to the vesting of such PRSUs in accordance with the 2019 Plan and to pay a cash amount equivalent to any such tax withholdings to the relevant tax authority as soon as practicable. The Committee may, in its absolute discretion, direct that such number of shares of Common Stock as would otherwise be delivered to the Participant on settlement of a PRSU shall be withheld by the Company, such number of shares having an aggregate Fair Market Value equal to the mandatory withholding requirements (but rounded to the nearest whole share to the extent such rounding does not result in adverse accounting consequences to the Company), and the Company shall be authorized to retain such shares accordingly and to apply their value in satisfaction of such liability, whereupon the Participant shall be entitled to receive only the net number of shares remaining after such withholding.

8. Binding Effect; Integration; Amendment.

The terms and conditions set forth in this document shall be binding upon the heirs, executors, administrators and successors of the parties. The Award Certificate, this document, and the Plan constitute the entire agreement between the parties with respect to the PRSUs and supersede any prior agreements or documents with respect thereto. No amendment, alteration, suspension, discontinuation or termination of this document that may impose any additional obligation upon the Company or materially adversely affect the rights of the Participant with respect to the PRSUs shall be valid unless in each instance such amendment, alteration, suspension, discontinuation or termination is expressed in a written instrument

duly executed in the name and on behalf of the Company and, if the Participant's rights are materially adversely affected thereby, by the Participant.

9. PRSUs subject to Forfeiture Policy for Equity and Incentive Awards.

The PRSUs subject to this Award Certificate are subject to the Company's Forfeiture Policy for Equity and Incentive Awards or other forfeiture or recoupment policies or arrangements, each as in effect from time to time and as applicable to the Participant. Such policies or arrangements impose conditions that may result in forfeiture of such PRSUs or the proceeds to the Participant resulting from such PRSUs (a so-called "clawback") in certain circumstances if the Company's financial statements are required to be restated as a result of misconduct or upon the occurrence of other events as described in such policies or arrangements.

10. Miscellaneous.

(a) No Promise of Continued Employment. The PRSUs and the granting thereof shall not constitute or be evidence of any agreement or understanding, express or implied, that the Participant has a right to continue as an employee or service provider of the Company for any period of time, or at any particular rate of compensation.

(b) Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws (but not the law of conflicts of laws) of the State of North Carolina and applicable federal law.

(c) Unfunded Obligations. The grant of the PRSUs and any provision for distribution in settlement of the Participant's Account hereunder shall be by means of bookkeeping entries on the books of the Company and shall not create in the Participant any right to, or claim against any, specific assets of the Company, nor result in the creation of any trust or escrow account for Participant. With respect to the Participant's entitlement to any distribution hereunder, the Participant shall be a general creditor of the Company.

(d) Notices. Any notice to be given the Company under this Agreement shall be addressed to the Company at its principal executive offices, in care of the Vice President-Human Resources, and any notice to the Participant shall be addressed to the Participant at the Participant's address as then appearing in the records of the Company.

(e) Shareholder Rights. The Participant and any beneficiary shall not have any rights with respect to shares (including voting rights) covered by this Agreement prior to the settlement and distribution of the shares as specified herein.

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO 15 U.S.C. SECTION 10A, AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Scott H. Baxter, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Kontoor Brands, 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 and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

May 14, 2026

/s/ Scott H. Baxter

Scott H. Baxter

President, Chief Executive Officer and Chairman of the Board of Directors

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 15 U.S.C. SECTION 10A, AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Joseph A. Alkire, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Kontoor Brands, 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 and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

May 14, 2026

/s/ Joseph A. Alkire

Joseph A. Alkire

Executive Vice President, Chief Financial Officer and Global Head of Operations

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

In connection with the Quarterly Report of Kontoor Brands, Inc. (the "Company") on Form 10-Q for the period ending April 4, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Scott H. Baxter, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (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 the Company.

May 14, 2026

/s/ Scott H. Baxter

Scott H. Baxter

President, Chief Executive Officer and Chairman of the Board of Directors

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

In connection with the Quarterly Report of Kontoor Brands, Inc. (the "Company") on Form 10-Q for the period ending April 4, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Joseph A. Alkire, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (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 the Company.

May 14, 2026

/s/ Joseph A. Alkire

Joseph A. Alkire

Executive Vice President, Chief Financial Officer and Global Head of Operations