CARHARTT ASSOCIATE HANDBOOK

For Corporate and Non-Union U.S. Associates



Human Resource Operations
July 2024
Questions or comments?
Please contact your HR Representative

Carhartt, Inc. U.S. Corporate and Non-Union Associate Handbook
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Dear Associate:

As a company, we firmly believe that our associates are the greatest asset. Therefore, it is our goal to deliver opportunities that enhance your employment experience at Carhartt.

This handbook is designed to give you some employment guidelines and to explain our company history and culture. Your ideas and suggestions are always welcome. Please read this handbook and familiarize yourself with its contents.

We hope you will find Carhartt an interesting place to work, and a place where you can develop your skills and achieve the goals you desire.

Sincerely,



Mark Valade
CEO/Chairman of the Board

THE HISTORY OF CARHARTT, INC.



Hamilton Carhartt, the founder of Carhartt, Incorporated, was born in Macedon Lock, New York, on August 27, 1855. He spent his boyhood in Jackson, Michigan, where his father, Dr. George Carhartt, worked as a physician and surgeon. His mother was Lefa Jane (Wylie) Carhartt. Hamilton attended elementary school in Jackson and went on to attend Racine College, a preparatory school in Racine, Wisconsin.

From a young age, Hamilton had a strong urge for commercial pursuits. After spending time at a small preparatory school in Wisconsin, he opened a furnishing business with his father-in-law in Grand Rapids, Michigan, under the firm name Welling and Carhartt.

Hamilton's business tactics were defined by innovation, a passion for advertising, quality products, and an unyielding commitment to fair treatment for his company's workers. His determination to succeed, and succeed the right way, led the name "Carhartt" to become synonymous with products that set industry standards and labor practices that were some of the most progressive of their day.

In 1884, Hamilton moved to Detroit and established his second wholesale furnishing business under the firm name Hamilton Carhartt & Co., and just five years later he transitioned to solely manufacturing apparel for working men. With only two sewing machines, the first products manufactured by Hamilton were denim overalls customized for the needs of railroad workers. The overalls were specifically designed to address issues that Hamilton was made aware of through his own market research.

During the Great Depression, Carhartt lost nearly everything except for its home factory in Detroit and plants located in Atlanta, Georgia, and Dallas, Texas. Carhartt moved its manufacturing base to Irvine, Kentucky, where a new plant was built for $35,000 that employed over 20 people. The original building still stands and today is home to Carhartt's Supply Chain Operations Center (SCOC).

Over the last few decades, Carhartt has become a global company, expanding its facilities into Mexico, Europe, and China. Today, Carhartt sources product from all over the world. Carhartt additionally holds product license agreements for its kids, boots, and accessory product lines.

In 1997, Carhartt's first Mexico facility opened in Penjamo. Today, a total of four Carhartt facilities operate in Penjamo and Durango, Mexico, which focus on sewing, cutting, finishing, laundry, distribution, and sortation.

In 2003, Carhartt built its new corporate headquarters in Dearborn, Michigan. In 2009, Carhartt expanded its RCV Distribution facility, located in Hanson, Kentucky, from 480,000 square feet to 840,000 square feet. Today, Carhartt employs a workforce of over 5,000 full-time and contract associates in over 40 locations worldwide.

Expanding the product line from the traditional outerwear pieces, Carhartt now offers a complete line for warm and cold weather alike, which includes jeans and work pants, shirts, sweats, shorts, tees, and accessories. Features such as premium fabrics, rugged construction, and comfortable fit are just some of the hallmarks of Carhartt work wear that fit our customers' needs in the toughest conditions.

As a choice brand for those who work and play outdoors, Carhartt is proud to serve workers in many industries including construction and manufacturing along with farmers, ranchers, and outdoor enthusiasts.

Carhartt remains committed to manufacturing quality garments. Carhartt has served those who work and play in the outdoors for five generations and is committed to serving them for generations to come.



HANDBOOK INTRODUCTION

The Associate Handbook is designed to inform associates of important policies, practices, and procedures. The intention of this Handbook is to better enable all Carhartt, Inc. (Carhartt) associates to understand their responsibilities and the responsibility of the employer. Associates will be expected to follow these policies, as they establish the basic terms of their employment. However, this handbook and the policies contained within it, do not constitute a contract of employment. If associates have questions about any Carhartt policy or about their benefits, they should be discussed with their supervisor and/or the Human Resources Department.

The policies described in this Handbook apply to all U.S. non-union Carhartt associates other than associates with written employment agreements. This Handbook supersedes, revokes, cancels, and negates all prior Handbooks published by Carhartt.

Carhartt complies with all applicable federal, state and local laws. In the event that any provision of this handbook conflicts with applicable law, the applicable law controls. Carhartt also reserves the right to modify or change any provision of its Associate Handbook or policies at any time. This Handbook and associated policies are not intended to be a contract of employment or a legal document.

Carhartt

MISSION

WE BUILD RUGGED PRODUCTS TO SERVE AND PROTECT HARDWORKING PEOPLE

CORE VALUES

ACT LIKE HAMILTON CARHARTT:
BE INSPIRED BY HARDWORKING PEOPLE

RESPECT OUR PAST WHILE WALKING BRAVELY INTO THE FUTURE

DO THE RIGHT THING:
WORK WITH HONESTY AND INTEGRITY

1889

THE WAYS OF THE Carhartt LEADER

WE ARE ALL LEADERS AT CARHARTT.

SOME OF US WILL BE ASKED TO LEAD FROM DAY ONE,
OTHERS ONE DAY.

WE ARE ALL GIVEN A SEAT AT THE TABLE.

AS VISIONARIES, CREATORS, PLANNERS, PROBLEM SOLVERS,
AND HISTORY MAKERS, WE ARE ALL HERE TO CARRY ON
THE LEGACY OF HAMILTON CARHARTT.

JUST LIKE HAM,
WE ARE DEDICATED TO HELPING HARDWORKING PEOPLE
EVERYWHERE— IT IS OUR HONOR TO BUILD THEIR GEAR
AND EARN THEIR TRUST.

TOGETHER,
WE WALK BRAVELY INTO THE FUTURE,
CONTINUING THE TRADITION OF
BUILDING CARHARTT FOR THE BETTER.

BECAUSE WE ARE ALL LEADERS AT CARHARTT.

1889

THE WAYS OF THE Carhartt LEADER

LEAD SELF

Lead with honesty and integrity.

Our hardworking consumer depends on it.

BE DEPENDABLE

We are trusted and reliable because we do the right thing.

BE RESILIENT

We don't let failure hold us down; instead we use it to learn, and walk bravely into the future.

BE INCLUSIVE

Every person's voice adds value and should be heard.

LEAD OTHERS

Act like our founder, Hamilton Carhartt.

By making an impact on our hardworking associates.

EMPOWER OTHERS

Create a map for the future. Be clear about the end game, but flexible about the path to get there.

GROW TOGETHER

Maximize individual strengths and skill sets to achieve our objectives; establish open and effective lines of communication.

LEAD BUSINESS

Leave your legacy.

By helping Carhartt build a better world for tomorrow.

CREATE VALUE

Set realistic measures of success and deliver on expected results, but not at any cost.

CHAMPION CHANGE

Focused and thoughtful change provides the best opportunity to serve and protect our hardworking consumers in new or better ways.

CARHARTT CULTURE

Carhartt is committed to fostering, cultivating and preserving a culture of diversity, equity and inclusion. Our associates are Carhartt's most valuable asset. The collective sum of the individual differences, life experiences, knowledge, inventiveness, self-expression, unique capabilities and talent that our associates invest in their work represents a significant part of not only our culture, but our reputation and company's achievement as well.

We embrace and encourage our associates' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, genetic information, and other characteristics that make our associates unique.

CODE OF CONDUCT

Carhartt's brand purpose is to Build a Better World for all hardworking people – including with and for our associates. Therefore, our Code of Conduct aligns with our company values, defines the ethical and professional standards by which all associates should conduct their work and structures their relationship with Carhartt and other associates. Each associate is expected to observe the standard of conduct as outlined in this code. Circumstances not specifically covered in this Code of Conduct should be resolved in accordance with the general principles outlined herein and discussed with Human Resources.

It is expected that associates will conduct themselves in a professional, ethical manner at all times, whether in person or by electronic communications such as email, blogs, personal website, or social networking sites. Since many of these channels are public, Carhartt expects associates to act professionally towards the company, fellow associates, customers, partners, affiliates, competitors, and all others, as the company itself endeavors to be.

Carhartt has zero tolerance for racism, ethnic slurs, bigotry, misogyny, hate speech, sexist comments, express or implied threats of harm or harassment. Communication on or off Carhartt premises inclusive of social media is still held to Carhartt's Code of Conduct. It is expected that associates have respect for others. Zero tolerance includes disciplinary action up to and including termination.

All associates are responsible for adhering to the Code of Conduct pursuant to the following guidelines:

Guidelines

Carhartt associates are expected to perform their jobs for the benefit of Carhartt and must conduct all business in accordance with all laws, regulations, and Carhartt policies.

1. Avoid any action, that may be perceived, as harassment, discrimination, embarrassment, bullying or harm to Carhartt or its associates.
2. Refrain from using one's position for personal gain or taking advantage of another associate's skills, abilities, or time outside the normal employment relationship.
3. Properly use and safeguard Carhartt property entrusted to one's care.
4. Avoid outside employment and activities that may interfere with one's job performance or responsibilities.
5. Protect the Company's assets and ensure their efficient use for legitimate business purposes. Make a written disclosure to Human Resources of any potential conflict of interest or circumstance which may lead to a possible violation of this Code of Conduct.

Serious incidents of misconduct will lead to disciplinary action up to and including termination of employment. Acts of gross misconduct will not be tolerated and will result in immediate termination of employment. Examples of gross misconduct may include:

1. The commission of any crime.
2. Dishonesty, including but not limited to:
   - Theft, unauthorized use, or misappropriation of the property of an associate or Carhartt.
   - Falsification of personnel or other Carhartt records, including employment applications.
   - Misuse or unauthorized removal from Carhartt premises of any records, information, or property.
   - Abuse or misuse of Carhartt's associate discount privilege or any customer loyalty programs including, but not limited to, Carhartt at Work and the Groundbreakers Loyalty Program.
   - Bribery, fraudulent, or unethical conduct of any nature.
3. Violation of our Anti-Discrimination and Anti-Harassment Policy.
4. Consumption, possession, sale, or use of drugs, or being under the influence of drugs, while on Carhartt premises or while engaged in work off premises.
5. Consumption, use of alcohol, or being under the influence of alcoholic beverages while on Carhartt premises, or while engaged in work off premises, unless provided by Carhartt at a company sponsored event.
6. Possession of guns or weapons of any kind on Carhartt property, work locations, or in Carhartt owned vehicles.
7. Altercations on Carhartt premises or while working off premises.
8. Insubordination, including refusal to obey instructions of supervisors and refusal to accept changes in work assignments.
9. Negligently or willfully damaging Carhartt property or equipment.
10. Leaving Carhartt premises or assigned work location without permission during working hours.
11. Unreasonable or excessive unexcused absenteeism or tardiness.
12. Altering, falsifying, tampering with timesheet records, or recording time on another associate's time sheet record.

Carhartt reserves complete discretion regarding the imposition of disciplinary action based on its assessment of the circumstances surrounding each infraction, and this policy does not create a requirement of progressive discipline. When circumstances warrant, Carhartt may attempt to work with an associate in an effort to resolve misconduct problems. However, no portion of this policy shall alter the at-will employment relationship as outlined in the Employment-At-Will Statement.

OPEN DOOR

Carhartt recognizes that associates may have suggestions for improving our workplace and that from time to time, problems or complaints may arise that affect working relationships, conditions, and productivity. Carhartt believes in an Open Door guideline in order to provide associates with a means of presenting their employment concerns to the management of Carhartt and to open the lines of communication. Carhartt takes associate concerns and problems seriously, values each associate, and strives to provide a positive work experience.

Carhartt strives to provide a safe work environment for all associates. Associates are encouraged to express any concerns or reservations they may have about any assignment, request, or scheduled business travel (locations and/or arrangements), so as not to feel pressured into a situation where they

may feel uncomfortable. In addition, to maintain an open and productive work environment, any other job-related questions, concerns, or complaints should be brought to management's attention.

Additionally, associates are encouraged to raise concerns of bias, discrimination, and harassment. To report concerns regarding any of the aforementioned areas, an associate should follow one, or more, of the steps outlined in the following section: Reporting Improper Activities.

STANDARDS OF CONDUCT

REPORTING IMPROPER ACTIVITIES

Carhartt values the input of its associates. It requires that any associate who has knowledge of an illegal, unethical, or improper act which would constitute a violation of this Standards of Conduct or any Carhartt policy, or believes that he/she has been requested or required to engage in such activity, should report that fact immediately. The associate has multiple options for reporting the concern. The associate can make an initial report verbally or in writing to a representative of Human Resources or to a Company Official, who will promptly undertake the investigation of the allegations and take remedial action, if necessary.

All associate concerns should first be discussed with the associate's immediate supervisor. If the matter is not successfully handled at this level, the associate should then proceed to the next level of management within his or her department. If the nature of the matter is such that an associate does not feel comfortable speaking with their direct supervisor or someone else in their department, or if the matter has not been resolved after such discussions, the associate may, at any time, seek the advice and guidance of another member of leadership or the Human Resources Department.

Although the preference would be for an associate to first try to resolve issues or concerns with their manager, supervisor, or a Human Resources representative, there may be times when an associate is not comfortable doing so or is not satisfied with the outcome. Associates should then consider using the Associate Hotline.

Associate Hotline has two available options:

- Simply dial the toll-free number 1-833-TELL-CAR (1-833-835-5227), OR
- Visit www.carharttlistens.com to report a concern or issue.

For all concerns brought forth in good faith, Carhartt will protect the reporting associate from any retaliation, intimidation, or other detrimental impact upon his or her employment for having reported such information or participated in an investigation, review, or any other activity related to upholding this or any other Carhartt guideline.

Carhartt will endeavor to keep discussions, reports, and subsequent investigations under this guideline confidential. However, disclosures and identities may be revealed on a need-to-know basis in order to further an investigation or take disciplinary or legal actions.

ANTI-BRIBERY POLICY AND GUIDELINES

Associates shall not engage in any activity which could be perceived as a bribe (either giving, receiving and/or accepting), a kick back, a payoff and/or influencing a person's judgment in dealing with a supplier, vendor, product, and/or service. Carhartt adheres to the Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act's legal and ethical requirements as well as other similar laws which may apply anywhere that Carhartt does business. It is the unalterable policy of Carhartt to comply with the Foreign

Corrupt Practices Act and UK Bribery Act. In addition to being a violation of Carhartt policy and subject to discipline, any associate who violates these rules and laws may also be subject to individual fines and/or imprisonment for up to 20 years. If any associate knows or becomes aware of any violation of this policy by an associate or anyone affiliated with or acting on behalf of Carhartt they should report it immediately to Human Resources.

- Giving, receiving, and/or accepting a bribe is strictly prohibited by law. This is inclusive of any activity or action that has a corrupt intent to pay, offer to pay, promise, or authorize payment directly or indirectly of anything of value to:
  - Another business
  - Associate of another business
  - Any governmental or political party
  - To receive favorable or preferential treatment
  - To retain existing or potential business
- All bribes must be rejected immediately and reported to an associate's direct supervisor and Human Resources.
- Gifts and entertainment may be given to associates of customers or potential customers only if:
  - They are of sufficiently limited value and in a form (other than cash) that will not be construed as a bribe or payoff.
  - They are consistent with accepted ethical customs and practices.

  Payments are permissible if they are made pursuant to and as authorized under local written law.

  See the Gifts, Entertainment, Gratuities, and Other Courtesies Policy for more information.
- Any payments which include fees, commissions, gifts, gratuities, and other courtesies must be reasonable bona fide expenditures for services rendered and must be properly reflected on both company's (Carhartt and customer/client/supplier) books and records. No payment may be made in cash or to third persons.
- Secret commissions, discounts, compensation, or other payments to associates or agents of customers are prohibited.
- A third party, agent, consultant, distributor, reseller, advisor, broker, or lobbyist, etc. is strictly prohibited from conducting any actions on behalf of Carhartt such as payments, offers or promises to another third party or business.
- In particular, any associate whose job duties include auditing or other similar activities is prohibited from receiving any gifts, entertainment, and/or other courtesies of any value from any domestic or foreign vendor/supplier beyond mere transportation to and from the vendor/supplier facility.

GIFTS, ENTERTAINMENT, GRATUITIES, AND OTHER COURTESIES POLICY

Associates must deal with suppliers, customers, and other persons in a manner which avoids even the appearance of personal advantage. All gifts, entertainment, gratuities, and other courtesies related to Carhartt Business must be approved by the associate's supervisor. Cash may not be accepted in any amount.

- An associate may accept gifts up to $100 in value per occurrence when related to Carhartt business.
- An associate or a member of the associate's family may not accept gifts exceeding $100 in value per occurrence that are in any way related to Carhartt's business. Any items offered over that amount should be discussed with the department head. Associates may not accept lavish entertainment but may accept common courtesies normally associated with ethical business practices.
- An associate may not purchase or receive goods or services ($100 individually or an aggregate value for more than one item) from the vendor/supplier or its competitors, customers, suppliers or associates at no cost or at less than the price at which other associates are offered the same goods or services (including raw materials, finished goods and personal use of facilities or paid labor).
- Associates or vendors acting in the role of a Quality Auditor or related auditing roles cannot accept or receive gifts, entertainment, and/or other courtesies of any value from any domestic of foreign vendor/supplier at any time. Only transportation to and from the vendor/supplier facility is acceptable.

If an associate becomes aware of a violation of the Gifts, Entertainment, Gratuities, and Other Courtesies Policy, they should follow one, or more, of the steps outlined in the section Reporting Improper Activities.

CONFLICT OF INTEREST

Carhartt Associates are encouraged not to engage in activities with any outside business organization that does or seeks to do business with Carhartt that (1) may result in a personal benefit to the associate at the expense of Carhartt, or (2) may influence the associate's decisions on matters involving Carhartt and the outside business organization.

Illustrative prohibited activities under this Conflict of Interest policy include, but are not limited to:

1. Direct or indirect ownership of any outside business organization supplying or transacting business with Carhartt by associates or their family members, without disclosure and prior written approval from Carhartt;
2. Acceptance by any associate of compensation, commissions, fees, or other goods or services valued at more than $100.00 from any outside business organization supplying or transacting business with Carhartt without disclosure and prior approval from his or her immediate supervisor or manager;
3. Use of nonpublic, privileged, or confidential information of Carhartt for the personal gain of an associate or his or her immediate family members or the disclosure of such information to any person not expressly authorized to receive it;
4. Acceptance by any associate of an offer to serve as an officer, director, partner, consultant, or associate of any outside business organization supplying or transacting business with Carhartt without disclosure and prior written approval from Carhartt; and
5. Borrowing money from any outside business organization (supplying or transacting business with Carhartt); except loans or advances from banks or other bona fide financial institutions, which are offered at prevailing commercial rates.

For the purpose of this Conflict of Interest policy, the following definitions shall apply:

- "Immediate Family Member" includes an associate's spouse, any relative who is a dependent of the associate, child (natural, adopted, step, foster or in-law), parent (natural, step or in-law), sibling (natural, step, or in-law), grandparents (natural, step or in-law), grandchildren (natural, step or in-law), uncles or aunts, nephews or nieces, and any other person who lives in the associate's household.
- "Outside Business Organization" includes any person, partnership, firm, corporation, or other entity which supplies or seeks to supply to Carhartt any goods or services, or transacts, or seeks to transact, any business with Carhartt.
- "Direct or Indirect Ownership" includes any ownership interest in an outside business organization, even if the ownership interest is held by an intermediary acting for the benefit of an associate or family members of an associate.

PERSONAL ACTIVITIES

A Carhartt associate may engage in outside activities unrelated to the performance of assigned Carhartt responsibilities, for compensation or otherwise, on a limited basis. Such outside activities may not interfere with the associate's performance of assigned duties or create a conflict with Carhartt as defined in the Standards of Conduct and Conflict of Interest sections. Such outside activities should not exploit the associate's association with Carhartt for commercial or personal purposes or cause harm to Carhartt. Outside activities should not be conducted during scheduled hours of work without disclosure and prior written approval from Carhartt. Any approval granted under this provision should specify the terms upon which the approval is conditioned.

No facilities, equipment, supplies, secretarial, or other associate services furnished by Carhartt may be used in pursuit of any outside activity without disclosure and prior written approval of Carhartt.

PERSONAL RELATIONSHIPS

Carhartt recognizes and respects the associate's personal privacy. At the same time, however, the Company seeks to avoid situations in which personal relationships may interfere with business activities or may cause a conflict of interest.

As a policy, Carhartt does not recommend dating within the company. It is also recommended that associates not date company vendors or salespeople if there is a direct working relationship that could influence business decisions and/or interfere with work performance. Should a relationship develop, it is the associate's responsibility to notify his or her supervisor or Human Resources.

ZERO TOLERANCE OF DRUG AND ALCOHOL ABUSE

Carhartt is committed to providing a workplace free from drug and alcohol abuse. We are concerned about the well-being of associates whose drug or alcohol abuse or dependency may affect their job performance and safety, as well as the safety and well-being of their co-workers.

The possession, use, sale, or distribution of alcohol, illegal drugs, and impairing substances on company time, on company premises, or in company vehicles is strictly prohibited. Anyone found under the influence of, possessing, using, selling, or distributing alcohol, illegal drugs, and impairing substances during company time or on company property will face immediate disciplinary action, up to and including termination.

While the use of marijuana has been legalized under certain state laws for medicinal and recreational uses, it remains an illegal drug under federal law and its use as it impacts the workplace is prohibited. Associates may not consume or be under the influence of marijuana while on duty or at work, even if the employee has a valid prescription for medical marijuana.

Intoxication, impairment, alcohol or substance abuse is prohibited during company time, on company property, or at company sponsored events.

While alcohol may be provided during Carhartt sponsored events, participation is voluntary and the associate is accountable for consuming responsibly.

For purposes of this policy, company time includes any time during which an associate is conducting company business or is representing Carhartt in the course of their job, regardless of their location. Company property includes any property owned by, leased by, or used by Carhartt to conduct company business. Please see the Appendix D for further information on substance abuse testing.

ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICY

Carhartt strictly prohibits unlawful discrimination or harassment of all kinds against associates. More specifically, Carhartt has a zero-tolerance policy toward discrimination or harassment of any kind, but particularly discrimination or harassment forbidden by law such as involving one's race, religion, sex (including gender, sexual identity, orientation or expression, or pregnancy), age, national origin, color, marital status, veteran status, height, weight, disability, or any other protected classes recognized by federal, state or local law. This zero-tolerance policy means that no form of discrimination, harassing conduct, or workplace bullying, by or towards any associate, will be tolerated. All types of illegal discrimination or harassment are prohibited, and Carhartt will take strong disciplinary steps, up to and including termination of employment, against any associate who engages in such unlawful discrimination and/or harassment.

Policy Requiring Reporting of Any Discrimination, Harassment or Bullying of Associates
It is the policy of Carhartt that any associate who believes that they have been subjected to such discrimination or harassment, or believes they have observed another associate being subjected to such discrimination or harassment, must report that fact immediately to their supervisor, Human Resources, and/or the Associate Hotline. In the event the associate is uncomfortable reporting the harassment to their immediate supervisor (whether because the supervisor has committed the harassment, or for any other reason whatsoever), the associate must report the harassment to the next higher level of management or to any other member of management up to and including the President of Carhartt. Once Human Resources is notified, the associate will be asked to submit the report in writing. All reports and/or complaints will be investigated. If necessary, appropriate remedial action, up to and including termination of employment, will be taken. To the extent possible, the investigation will be conducted in a manner designed to protect the privacy of the individuals involved, and the confidentiality of the complaint.

If such a report is made in good faith, Carhartt will protect the reporting associate from any retaliation, intimidation, or other detrimental impact upon their employment for having reported such information or participated in an investigation, review, or any other activity related to upholding Carhartt's policies. Carhartt will endeavor to keep such reports and investigations confidential. However, disclosures and identities may be revealed only on a need-to-know basis in order to further an investigation or take disciplinary or legal actions.

Sexual Harassment Defined
The law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when either:

- Submission to, or rejection of, such conduct of communication by an individual is used as a factor in decisions affecting such individual's hiring or employment; OR
- Such conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile, or offensive employment environment. This includes but is not limited to:
    a. Sexually-oriented jokes, gestures, noises, emails, remarks or comments about a person's sexuality or sexual experience, directed at, or made in the presence of an associate, supplier, and/or customer.
    b. Sexual or discriminatory displays of publications (such as posters, magazines, etc.) anywhere in the workplace or on Carhartt's property.
    c. Retaliation for sexual harassment complaints.

Other Harassments Defined
Carhartt's general policy against discrimination and harassment includes the prohibition against harassment on account of race, religion, national origin, color, disability, veteran status, marital status, age, sex (including pregnancy and sexual orientation, identity or expression), height, weight, genetic information, and any other protected status recognized by federal, state, or local law.

Such harassment includes:

a. Making offensive comments, slurs, epithets or jokes;
b. Circulating offensive literature, electronic medium, or other biased material, including material that jokes about or ridicules others.
c. Indirect or subtle discrimination against members of a protected classification

Workplace Bullying
Workplace bullying may cause loss of talented associates, loss of productivity, low morale, and create legal risks. Accordingly, Carhartt does not tolerate workplace bullying or violence. Workplace bullying refers to repeated, unreasonable actions by an individual (or a group) directed towards an associate (or a group of associates), which are intended to demean, embarrass, intimidate, degrade, humiliate, or undermine; or which create a risk to the health or safety of the associate(s). Some examples of these behaviors include:

- physical abuse, pushing, shoving, tripping or threat of physical assault;
- verbal abuse, including threats, swearing, name calling;
- psychological intimidation, humiliation, excessive and/or unreasonable criticism;
- unjustifiable removal of areas of responsibility;
- ostracism/exclusion;
- malicious lies or sarcasm;
- setting unreasonable and unrealistic goals/targets.

Note: Legitimate, constructive, and fair criticism of an associate's performance or behavior at work will not be considered to be bullying or harassment. Carhartt will not condone bullying under the guise of "strong management," but, conversely, regards an assertive management style as acceptable provided that associates are treated with respect and dignity.

This policy requires that each person exhibit, in his or her conduct and communications, sound judgment and respect for the feelings and sensibilities of every other associate, customer, and vendor of Carhartt, Inc.

To report any concerns of workplace bullying, an associate should follow one, or more, of the steps outlined in the section Reporting Improper Activities.

CONFIDENTIAL INFORMATION

Carhartt associates are expected to maintain the information they receive which is of a non-public or confidential character in the strictest of confidence. Such confidential information may not be disclosed to any unauthorized persons or parties, or published on any personal web blogs, websites, or other social media. The obligation to maintain the confidentiality of Carhartt matters is a condition of employment and the responsibility for not disclosing confidential information received during the course of employment continues after an associate's employment with Carhartt ceases.

The following are examples, although not inclusive, of information which may not be disclosed to any individual, consumer, or party outside Carhartt, Inc.:

- Non-public personal information of associates, including, but not limited to, social security numbers, banking or financial information, medical and health information, disability status, insurance information, and employee benefits information
- Salary information
- Financial information, other than Co-op or retailer order information
- Account credit information
- Pricing (May be disclosed to authorized Carhartt retailers)
- Product and strategy information
- Any information deemed to be confidential when disclosed to Carhartt associates
- Any information described as confidential under any other Company policy

Additional information, including a list of data elements by confidentiality classification and a table of data protection measures, please reference the Information Security Policy located in Appendix G.

Should a breach of confidentiality occur for any reason, it is the obligation of an associate aware of such a breach to immediately follow one, or more, of the steps outlined in the section Reporting Improper Activities to report the situation.

SOCIAL SECURITY NUMBER PRIVACY POLICY

As a condition of employment, it is necessary for each associate to provide Carhartt with the associate's social security number. Carhartt needs to obtain each associate's social security number to run background checks, and to meet payroll, state and federal tax, and insurance coverage requirements.

Consistent with state law, Carhartt takes all steps necessary to maintain the confidentiality of each associate's social security number. All documents and records containing social security numbers and information are kept in a secure environment. Only authorized personnel may access records and documents, both internal and external, that contain an associate's social security number and identification information. In addition to Carhartt's policy protecting against the disclosure of confidential information, associates are prohibited from accessing, viewing, or using other associates'

social security information. No associate is permitted to access or use social security numbers without the express permission of Carhartt.

When necessary, documents containing an associate's social security number will be properly destroyed through shredding or other means before disposal. Any associate who accesses social security data without authorization or for illegal purposes shall be disciplined up to and including termination of employment; and, if illegal intent is determined, the associate may be referred to authorities for possible criminal prosecution. If any associate has questions regarding social security number privacy and security, they should contact their Human Resources representative for more information.

EMPLOYMENT

EMPLOYMENT AT WILL

Although Carhartt always anticipates and expects a long, mutually satisfying employment relationship with each member of its staff, all associates of the company are employed at-will and, as such, are free to resign at any time with or without reason. Similarly, Carhartt may terminate the employment of any associate at any time, with or without cause, or advance notice.

Nothing in this handbook, or in any company policy, shall be interpreted to be in conflict with or to eliminate or modify in any way, the employment-at-will status of Carhartt associates. This policy of employment-at-will may not be modified by any associate or officer, verbally or in any publication or document. Nothing in this handbook creates an employment agreement, expressed or implied, or any other agreement between any associate and Carhartt. No statement, act, series of events, or pattern of conduct can change this at-will relationship. The only exception to this policy is a written employment agreement approved by a designated company officer.

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION STATEMENT OF POLICY

It is the policy of Carhartt, Inc. not to discriminate or allow the harassment of associates or applicants on the basis of sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, genetic information, or any other characteristic protected by law with regard to any employment practices, including recruitment, advertising, job application procedures, hiring, upgrading, training, promotion, transfer, compensation, job assignments, benefits, and/or other terms, conditions, or privileges of employment, provided the individual is qualified, with or without reasonable accommodations, to perform the essential functions of the job. This policy applies to all jobs at Carhartt. Carhartt will continue to ensure that individuals are employed, and that associates are treated during employment, without regard to their sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, genetic information, or any other characteristic protected by law in all employment practices as follows: Employment decisions at Carhartt are based on legitimate job-related criteria. All personnel actions or programs that affect qualified individuals, such as employment, upgrading, demotion, transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for training, are made without discrimination because of any basis protected by law.

Associates may choose to voluntarily disclose their sex, race, national origin, disability and protected veteran status at any time by contacting Human Resources. Such information will be maintained in a confidential manner and will not be used against an individual when making any employment decisions. Associates and applicants with disabilities and disabled veterans are encouraged to inform Human Resources if they need a reasonable accommodation to perform a job for which they are otherwise

qualified. Carhartt makes, and will continue to make, reasonable accommodations to the known physical or mental limitations of an otherwise qualified applicant or associate to promote the employment of qualified individuals with disabilities and disabled veterans, unless such accommodations would impose an undue hardship on the operations of Carhartt's business.

Carhartt, Inc., and our CEO/Chairman of the Board are fully committed to principles of equal employment opportunity and affirmative action program (AAP). All managers and supervisors will take an active part in Carhartt's AAP to ensure all qualified associates and prospective associates are considered and treated in a nondiscriminatory manner with respect to all employment decisions. Furthermore, Carhartt, Inc. will solicit the cooperation and support of all associates for Carhartt's Equal Employment Opportunity and Affirmative Action Program.

Our Affirmative Action Programs include an audit and reporting system, which, among other things, uses metrics and other information to measure the effectiveness of our Programs. Carhartt has assigned responsibility for periodically reviewing progress in the compliance and implementation of affirmative action. In accordance with public law, Carhartt's program of affirmative action for qualified individuals with disabilities and the program of affirmative action for protected veterans are available for inspection with Human Resources upon request.

In addition, associates and applicants will not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in, filing a complaint, assisting or participating in an investigation, compliance review or hearing, or other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Executive Order 11246, all as amended, and/or any other federal, state, or local law or regulation regarding Equal Employment Opportunity, opposing any act or practice made unlawful, or exercising any other right protected by such laws or regulations.

Carhartt, Inc. will not discharge or in any other manner discriminate against associates or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another associate or applicant. However, associates who have access to the compensation information of other associates or applicants as part of their essential job functions cannot disclose the pay of other associates or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

REASONABLE ACCOMMODATION OF A DISABILITY

Carhartt is committed to complying with all federal and state disability discrimination laws. This includes partnering with associates and making reasonable accommodations for qualified individuals with a disability.

Carhartt is committed to making reasonable accommodations, provided that it can do so without incurring an undue hardship and it does not require a change in the essential functions of the associate's job.

If an associate has a disability that requires an accommodation, the associate must notify Human Resources or their supervisor of the need as soon as they become aware of it. The associate may make the request orally or in writing. Carhartt encourages associates to make their request in writing and to

include relevant information regarding the disability and a description of the accommodation you are requesting. Supervisors will submit the request to Human Resources. Human Resources will engage the associate in meaningful and interactive conversation to review the request for an accommodation. All accommodation requests must be reviewed by Human Resources prior to approval.

The associate may be required to submit medical documentation in the form of an interactive questionnaire to identify the disability, any work restriction which requires an accommodation, and any proposed accommodation. This information is often necessary to allow Carhartt to evaluate the need for a reasonable accommodation and to explore various options with the associate.

An associate may be entitled to a Leave of Absence under the Americans with Disabilities Act as a reasonable accommodation after they have exhausted all of their FMLA leave. Please see the Leave of Absence (other than FMLA) Policy for additional information on Leaves.

RELIGIOUS ACCOMMODATIONS

Carhartt is committed to complying with Title VII of the Civil Rights Act of 1964, and all applicable state and local anti-discrimination laws. This includes providing equal employment opportunities to all individuals, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, Carhartt will provide a reasonable accommodation of an applicant's or associate's sincerely held religious belief if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement, unless doing so would create an undue hardship for Carhartt.

If an associate believes that he or she needs an accommodation because of his or her religious beliefs or practices or lack thereof, the associate should request an accommodation from Human Resources or his or her supervisor. The associate may make the request orally or in writing. Carhartt encourages associates to make their request in writing and to include relevant information, such as:

- A description of the accommodation you are requesting.
- The reason you need an accommodation.
- How the accommodation will help resolve the conflict between your religious beliefs or practices or lack thereof and one or more of your work requirements.

After receiving your oral or written request, Human Resources or the associate's supervisor will engage in a meaningful and interactive conversation with the associate to explore potential accommodations that could resolve the conflict between the associate's religious beliefs and practices and one or more of his or her work requirements. Carhartt encourages associates to suggest specific reasonable accommodations that they believe would resolve any such conflict. However, Carhartt is not required to make the specific accommodation requested by an associate and may provide an alternative, effective accommodation, to the extent any accommodation can be made without imposing an undue hardship on Carhartt.

Carhartt may ask an associate to provide additional information about his or her religious practices or beliefs and the accommodation requested. If the associate fails to provide the requested information, his or her request for an accommodation may be denied.

Carhartt makes determinations about religious accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation. Carhartt strives to make determinations on religious accommodation requests expeditiously and will inform the associate once a

determination has been made. An associate who has any questions about an accommodation request they made should contact Human Resources.

ASSOCIATE CLASSIFICATIONS

Carhartt has various classifications of associates:

1. Regular full-time associate: An associate who is regularly scheduled to work 30 hours or more per week.

2. Regular part-time associate: An associate who is regularly scheduled to work less than 30 hours per week.

3. Intern / Co-op / Seasonal associate: An associate who is working a temporary schedule in conjunction with a company defined seasonal need, college, or high-school program.

4. Temporary: An individual who is contracted through an outside agency for a defined period of time. (Individual is not employed by Carhartt.)

5. Contractor: An individual who is contracted directly to Carhartt, or through a Master Service Agreement (MSA), to provide goods or services to the company as defined under terms of a predetermined agreement, such as consultants or independent contractors. (Individual is not employed by Carhartt.)

The associate's classification is determined when they are hired and will remain in effect until officially changed. Temporary changes in the number of hours worked does not officially change the associate's classification. Benefits are based on the associate's official classification.

Carhartt employs both exempt and overtime eligible (non-exempt) associates. This status is determined by job duties, level of responsibility, and other criteria outlined in the Fair Labor Standards Act (FLSA). Employees who meet the salaries and duties tests set forth in the FLSA regulations are exempt from the overtime requirements of the FLSA.

POSITION CLASSIFICATIONS

All positions at Carhartt are classified as one of the following: on-site, hybrid, or remote.

- On-Site – Position is on-site for all work-related activities
  - Associate should live within a commutable distance of their assigned Carhartt location
  - Associates who are on-site are taxed based on their work location

- Hybrid – Position will be on-site as needed for collaboration and/or work activities. Associates will conduct their work in a mixed environment of their assigned Carhartt location, or an onsite Carhartt location and their home address. This classification will be in the office as needed to support business need.
  - Associate should live within a commutable distance of work location
  - Associates who are hybrid are taxed based on their home address

- Remote – Position will have no regular requirement to be on-site. Travel on-site is limited to special meetings or annual/biannual events

- Associate could live in any of the states we currently have a business entity established
- Associates who are remote are taxed based on their home address

For positions identified as hybrid or remote, associates are eligible for a pre-determined stipend to assist with costs related to working from home such as increasing internet speed or the purchase of home office equipment. These expenses may not be submitted for reimbursement.

Remote work stipends may be issued in accordance with Carhartt guidelines. Other than that, the purchase of office supplies to sustain remote work are the associate's responsibility. These expenses may not be submitted for reimbursement.

Position classifications will be reviewed periodically and could change based on business need.

EMPLOYMENT OF FORMER ASSOCIATES

Former associates who have separated from Carhartt under favorable terms may be considered for reemployment but will be required to follow the Company's established hiring procedures. If an associate provides less than adequate notice, which is at least ten (10) working days' written notice prior to the termination date, the employer may deem the individual to be ineligible for rehire depending upon the circumstances regarding the notice given. Associates who were terminated for unsatisfactory performance or misconduct will not be considered for reemployment.

For seniority purposes, the start date for rehires will be the date of reemployment, unless the separation of employment was less than 90 days; or if an applicable Carhartt benefit plan designates otherwise.

EMPLOYMENT OF RELATIVES

The employment of a relative of a Carhartt associate is permitted in certain situations. In those situations where the employment of a relative occurs, the relative will not be permitted to report to the same leader as, or under the direct/indirect supervision of, another relative. Nor shall the associate hold a position in which he or she has authority over a relative's hiring, promotion, salary administration, termination, or other management or personnel considerations. The responsibility of disclosing the relationship lies with the associate. The Company reserves the right to make a business decision when it comes to hiring relatives.

For the purpose of this guideline, the term "relative" is defined as follows:

- Spouse or domestic partner (as outlined by law)
- Child/Children – natural, adopted, step, foster or in-law
- Parent(s) – natural, adopted, step, foster or in-law
- Sibling(s) – natural, adopted, step, foster or in-law
- Grandparent(s) – natural, adopted, step or in-law
- Grandchildren – natural, adopted, step or in-law
- Uncle or aunt
- Nephew or niece

TERMINATION/RESIGNATION

Should an associate resign from employment with Carhartt, the associate is expected to provide their supervisor notice, in writing, at least ten (10) working days before the actual termination date. Upon termination, the associate must return all property of Carhartt to their supervisor. Unused Paid Time

Off (PTO) will not be paid out to the associate upon termination. Once the associate gives notice of their resignation, use of PTO may be limited and requires pre-approval from their direct supervisor and HR to use. Also, no future expected wages will be reimbursed (except those required by law).

Upon termination of associates who work remotely, all property of Carhartt must be returned as follows:

1. Within 10 days following termination, the associate must return their cellular phone, computer equipment/software, sales materials/reports, customer lists, and all other Carhartt property to their supervisor.
2. Upon termination of employment, the associate's immediate supervisor is responsible for reconciling any outstanding expense balances within 14 days after the associate's employment ends. The supervisor must obtain necessary documentation and understand the nature and coding of any outstanding expenses before the associate's last day of employment. Contact Travel and Expense in order to coordinate access to the reporting system.

OFFICE ENVIRONMENT

Flexible Work Scheduling
Associates can request alternative work week scheduling options, which may be approved by management and Human Resources based upon business and department needs. Alternative work weeks are not applicable to associates with defined work schedules as determined by business need/role requirement.

In addition, associates working an associate-requested flexible schedule must typically work a regular schedule during weeks with company paid holidays. This provision does not apply to associates who work shifts that are assigned by the company and work more than 8 hours per day.

The Company will provide at least one day off in every seven-day period, except as required to meet urgent business needs, when required. Urgent business needs are defined as, but not limited to, delays or interruptions in production caused by natural disasters, non-repetitive production deadlines, or unforeseen circumstances beyond the company's control.

Eligibility
Eligibility for participation in Carhartt's flexible work schedule program will depend on an assessment by the associate's supervisor to determine if the associate's proposed work schedule will enable the associate to fully meet job responsibilities and performance expectations. The associate's supervisor also may review the work schedule at any time and adjust it to meet business needs accordingly.

For more information regarding technology guidelines, holidays/PTO, please contact your local HR representative.

Out of State Work
An associate in a position classified as On-Site or Hybrid must live in an approved state within a commutable distance to their assigned Carhartt location. Associates in a position classified as Remote must also live in an approved state where we currently have a business entity.

Associates looking to work in another state, either temporarily or permanently, should discuss with their manager. Additional approval is required from Human Resources and Finance as the move may result in changes to tax status. Associates should allow 30 days' notice for approvals.

LUNCH PERIOD AND BREAKS

Corporate associates are allowed and encouraged to take a lunch period of up to one hour per day. All lunch periods are unpaid and are not counted toward hours worked. Overtime eligible associates must be completely relieved from duty and refrain from completing work related activities during lunch breaks. All associates must work with their immediate supervisor to agree upon the timing of the lunch period and breaks, as departmental needs permit. However, supervisors reserve the right to designate lunch periods for associates.

Supply Chain associates are allowed one-half hour (30 minutes) per day for lunch. This one-half hour (30 minutes) lunch period is unpaid.

All full-time associates who are scheduled to work at least eight (8) hours and less than twelve (12) hours per shift are allowed two (2), fifteen (15) minute paid breaks, one in the morning and one in the afternoon, per shift. Full-time associates who are scheduled to work twelve (12) hours or more per shift are allowed three (3), fifteen (15) minute paid breaks per shift, which shall be spaced throughout their shift.

Lunch periods are still required for all associates working a flexible schedule. It is not acceptable to skip lunch daily in order to have a shorter workday.

Choosing to skip lunch and/or breaks in order to leave work early is highly discouraged and is only allowed on occasion (such as for emergencies or one-time special needs) with pre-approval from an associate's direct leader.

ABSENTEEISM AND TARDINESS – GENERAL

In order for Carhartt to operate efficiently, prompt and regular attendance is absolutely essential. Tardiness and absenteeism cause disruption to Carhartt operations. Chronic absenteeism or tardiness will result in discipline and possible termination of employment. Due to the nature of the business in which they perform, certain classifications of associates and certain departments may have additional parameters set forth regarding absenteeism and tardiness. The immediate supervisor will provide associates with information on additional parameters, should they apply.

If it is necessary for an associate to be late or absent due to illness or an emergency, the associate must notify Carhartt as early as possible by contacting their supervisor. In situations where an associate is absent for more than one day, the associate must contact their supervisor daily. Associates should give their supervisor an explanation regarding the reason for lateness or absence.

An associate who is absent for three consecutive days may be required to obtain a doctor's statement or other appropriate documentation confirming the associate's illness and stating when the associate will be able to return to work. Carhartt also reserves the right to request a doctor's statement at other times. An associate who is absent for three consecutive work days without contacting Carhartt will be deemed to have voluntarily resigned.

Customer Engagement associates should reach out to their leadership for any questions regarding their unique business unit.

WORKPLACE COURTESIES

Carhartt strives to maintain a safe, clean, and professional working environment. In order to attain this working environment, employees must follow these guidelines:

Food
Eating at desks is allowed. However, associates should keep in mind cleanliness and the consideration of coworkers. Food should not be stored in desks. Store food only in the common food areas. Large refrigerators will be emptied on a weekly basis. Anything left, including containers, will be thrown out on the designated cleaning day.

Work Areas
Out of consideration for co-workers who may have allergies, do not spray perfumes, hair products, and/or other scented products in any location other than the restrooms. Personal items on desks should be tasteful and kept to a minimum. The building columns may not be used for magnets or postings. Do not play radios during regular working hours. If music is needed for distraction and concentration, associates should use headphones or speak to their manager for available options. Personal refrigerators are not permitted without prior approval from a Facilities Manager. Improperly stored materials, blocked exits and aisles, or inoperable building equipment should be reported immediately so the situation can be corrected. Drawers should be kept closed when not in use. Personal plants are permitted. However, they are limited to small, healthy desktop plants. Any plants deemed unhealthy will be subject to removal. Cell phones must be kept on "silent" during working hours.

Conference Rooms
The office has a limited number of conference rooms and conversation rooms. Scheduling for these meeting areas should be made through Microsoft Outlook. Conference rooms must be cleaned at the conclusion of the meeting. This includes disposing of trash, cleaning white boards, wiping down tables, pushing in chairs, and removing any additional items brought to the meeting.

PETS IN THE WORKPLACE

Carhartt fosters an environment of flexibility and openness for associates, with a balance to ensure security, health, and safety for all. In keeping with this objective, Carhartt does not permit pets in the workplace as it can promote allergies and make some feel uncomfortable with the presence of animals hampering their ability to work effectively.

An associate who requires the assistance of a service animal can bring a service animal to the office with prior approval. To initiate this process, please refer to the Reasonable Accommodation section in this handbook, and/or contact the Total Rewards team.

TOBACCO & VAPING FREE WORKPLACE POLICY

This policy applies to all Carhartt associates and visitors on all shifts. Smoking, vaping, and tobacco use of any kind, including e-cigarettes, is prohibited on all Carhartt owned and/or leased premises, which includes parking lots, all entrances and exits, and all company owned and/or leased vehicles. Additionally, the policy applies to all company-sponsored events on our premises.

Smoking, vaping, and tobacco use, including e-cigarettes, will also be prohibited in associates' personal vehicles on Carhartt property, except for the following times:

- Before the beginning of the associate's shift when arriving for work
- During breaks
- After work when departing company property

Overtime eligible associates should be clocked out during all situations listed above.

Compliance with this policy is mandatory. Policy violations by associates will be subject to disciplinary action, up to and including termination of employment.

COMPANY DRESS CODE

Carhartt supports a workplace dress code and grooming policies that are race, gender, and culturally neutral, and do not have disparate impact on associates.

Associates are responsible for ensuring that their dress, hygiene, and grooming reflects the appropriate business image for Carhartt. In an effort to promote the Carhartt brand, Carhartt products can be worn at any time. Associates should use good judgement. If an associate has questions concerning the appropriateness of any attire, they should consult their supervisor.

Dress Guidelines
Casual attire encompasses many looks. For the purpose of this guideline, casual attire means clothing that allows associates to feel comfortable at work, and yet is appropriate for your designated work environment. All clothing must be neat and clean and fit appropriately. Unsafe, distracting, or offensive clothes are unacceptable.

Associates should consider each day's activities when determining what to wear. Associates who are hosting or attending meetings with clients or vendors may wish to refrain from wearing casual attire and instead go to professional business attire.

Any prohibition that does not support the performance of the essential functions of a job will not be tolerated. This includes prohibitions for things such as natural hair, natural hair treatments, expressions of gender, cultural, sexual identity, or religious head coverings.

Closed toe and back shoes that cover the entire foot are required in all warehouse and plant facilities. Rubber soled shoes are recommended.

Supervisors and managers can specify additional, or alternative, dressing requirements based on the business needs of their department. Supervisors and managers may also impose special dress or personal grooming requirements necessary for associates' safety. Visitors to our facilities, or associates traveling to other Carhartt facilities, must comply with the dress and personal grooming requirements of that facility. Please see a Safety Specialist or member of management for questions about facility-specific requirements.

Upon request, Carhartt will make reasonable accommodations for dress requirements directly related to an associate's religion, ethnicity, or disability. Please contact Human Resources to request such an accommodation.

Guideline Interpretation
Managers and supervisors are responsible for consistently enforcing the dress and grooming guideline. Managers and supervisors will counsel associates, in a timely manner, whose appearance is inappropriate. Associates are expected to follow dress code guidelines. Failure to follow guidelines will result in disciplinary action, up to and including termination of employment.

Associates are encouraged to follow one, or more, of the steps outlined in the section Reporting Improper Activities regarding concerns of discrimination related to the dress code.

SOLICITATION GUIDELINE

Solicitation by an associate of his or her fellow associates during working time on behalf of any individual, organization, club, or cause is prohibited. Any solicitation by anyone not associated with Carhartt is prohibited at all times throughout our company's facilities. This prohibition includes representatives from charities coming in to make presentations. Distribution of any literature, pamphlets, or material to any associate by another associate during working time also is prohibited. This policy is not intended to restrict communications protected or required by state or federal law.

FUNDRAISERS AND COLLECTIONS GUIDELINE

Carhartt participates in company-sponsored fundraisers. Associates are encouraged, but not obligated, to support company-sponsored fundraisers. Selling items offered by charitable organizations is allowed if carried out in a non-disruptive manner or at lunch time (example: displays in the lunchroom are allowed).

Collections and / or gifts are permitted on a limited basis for fellow associates for special events. Gatherings, with the exception of Business Resource Groups, must be held during non-Carhartt business hours. Under no circumstances may associates sell items during working time. Carhartt assumes no risk or liability associated with the participation in any fundraiser or collection.

ASSOCIATE REVIEW OF PERSONNEL FILES

Associates are able to review their personnel files. Any associate wishing to view his or her own personnel file must make such a request in writing to Human Resources. Access shall occur in the presence of Human Resources and be granted at a time that is convenient to both the associate and Human Resources, without disruption to normal business operations.

Carhartt takes steps to ensure that its associates' private information is disclosed only to those persons within and outside Carhartt who have a specific business need to obtain such information. Only those persons who have a legitimate "need to know" may have access to personnel records. Carhartt also may release additional information pursuant to a valid subpoena, Court Order, or state law; when appropriate in response to inquiries by a federal, state, or local government agency; or when it has written approval from the associate to release information.

All reference checks and requests for personnel information must be directed to Human Resources. The unapproved release of confidential personnel information may result in disciplinary action up to and including termination of employment.

MEDIA RELATIONS

All media inquiries regarding Carhartt, Inc., whether verbal or written, must be directed to the public relations team in Dearborn, who will evaluate the request and answer or direct it as appropriate.

Individuals designated to speak on the organization's behalf are the Chairman, President, Board Chairs and members of the senior leadership team (SLT), and public relations team. No other associates are authorized to speak with the media on behalf of the company.

Any media inquiry or interrogation should be immediately reported to the public relations team.

Public Relations Team Contact:

Erica Salomon, Senior Manager of Corporate Communications – 313-749-6632 or esalomon@carhartt.com

For guidelines related to Social Media presence and usage as a Carhartt associate, please refer to the Information Security Policy in the Handbook.

INNOVATIONS, INVENTIONS, PATENTS, AND GRANTS

Carhartt shall own, and all associates shall assign, all intellectual property (all innovations, inventions, improvements, marks, grants, and designs) which are 1) suggested by an activity, which associates may do for, or on behalf of Carhartt, or related to Carhartt's business; 2) developed during the hours of employment with Carhartt, or by using any Carhartt facilities, trade secrets, or resources.

Associates shall make and maintain written records and promptly and fully disclose to Carhartt all intellectual property. During employment or after termination of employment, associates shall perform all acts useful or necessary to assist Carhartt, as it may elect, to file patent, design, mark, and copyright applications in the United States and foreign countries to protect or maintain its rights to the intellectual property.

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USE OF CARHARTT PROPERTY

All associates are responsible for the proper care of equipment and all Carhartt property. Carhartt will assume responsibility for breakage during normal use, but associates who lose or misuse company equipment will be subject to disciplinary action and may be held liable for costs. Carhartt is not responsible for associate's personal property.

TRAVEL AND EXPENSE

Travel

Associates who are expected to travel on company business are required to review Carhartt's Travel & Expense policies and procedures and be aware of all provisions. It is management's responsibility to ensure that associates are familiar with these policies, and the associate's responsibility to comply with

all provisions. Associate travel will be monitored, and travel reports will be provided to senior management. Any travel that fails to meet Carhartt's policy will be communicated to management and may result in corrective action, up to and including termination of employment.

Carhartt wants associates to feel safe and secure at all times, including during business travel. Associates are encouraged to travel safely, to use good judgment, and to express any concerns or reservations they may have about scheduled travel or travel arrangements, so they do not feel pressured into a situation where they may feel uncomfortable. Associates can reach out to their direct supervisor, to another member of leadership, or to Human Resources for guidance at any time.

Corporate Credit Cards

Carhartt's Travel and Expense policy is located on the Travel and Expense page of Carhartt Central for information regarding qualification for a company issued corporate card or purchasing card. If a credit card is issued, the associate is responsible for appropriate usage of the card and must fully comply with corporate credit card procedures as outlined in the Travel and Expense policy. Associates are required to read and understand all provisions fully prior to making any business travel or company related expenses.

NON-SUFFICIENT FUNDS CHECKS

Any associate who makes a payment to Carhartt with a personal check that is returned to Carhartt due to non-sufficient funds (NSF), will be required to reimburse Carhartt for the amount of the initial payment PLUS any bank fees incurred (NSF fees) and must make all future payments to Carhartt via a cashier's check or money order for the next twelve months. Repayments must be made within five (5) calendar days of Carhartt receiving notification of the NSF check.

Should an associate have more than one check returned to Carhartt for non-sufficient funds, Carhartt may, at management's discretion, impose disciplinary action and refuse to accept personal checks from that associate indefinitely.

MOTOR VEHICLE REVIEW

If an associate is driving for business purposes, a review of the associate's driver's record will be conducted periodically. To allow for this review, associates must provide a written authorization to release their driving record. Associates who refuse to sign a Motor Vehicle Review (MVR) authorization form will be prohibited from using company vehicles or driving for company business. The driver's records will be reviewed by an independent third-party service annually.

If an associate is found to have a poor driving record and their job requires driving a motor vehicle, their employment status will be reviewed which may result in disciplinary action up to and including termination of employment. Carhartt has absolute discretion to determine whether an associate's driving record is satisfactory for use of Company vehicles.

USE OF CELL PHONES WHILE DRIVING

Carhartt is committed to promoting highway safety by encouraging the safe use of cell phones by its associates while they are on company business. Although Carhartt recognizes that there is often a business need to use cell phones, safety must be the first priority.

If an associate needs to make a phone call while driving, the individual should find a proper parking area. Stopping on the side of the road is not acceptable. Associates with hands-free cell phones may make

brief phone calls while driving but must park when road conditions are poor, traffic is heavy, or the conversation is involved.

Safety must come before all other concerns. Thus, associates may not send, type, or read text messages or e-mails while driving. Associates also may not type addresses or other information into a Global Positioning System (GPS) while driving.

Proper cell phone use is one part of safe driving practices. Associates also should remember that while traveling on business, they are expected to follow the motor vehicle laws of the location in which they are driving, comply with all posted speed limits and other signs, practice defensive driving, wear seat belts, and take sufficient breaks so that they remain alert.

Also, the use of other electronic devices falls under this policy. These devices may only be used once the vehicle is in a proper parking space. As with all company-owned equipment (or personal equipment used for business purposes), associates may not use cell phones for illegal purposes.

Violators of this policy will be subject to company discipline, up to and including termination of employment. Additionally, associates who are charged with traffic violations resulting from the use of their wireless communication device while driving will be solely responsible for all liabilities that result from such actions.

SAFETY & SECURITY

Safety and security are top priorities for Carhartt. Although we cannot prevent all accidents, thefts, and other undesirable situations from happening, we ask for every associates' assistance in helping Carhartt protect its associates and its company property.

To assist us in making our workplace as safe as possible, associates should:

- Familiarize themselves with Carhartt Safety & Security Procedures and protocols, which can be found in detail online on Carhartt's Safety and Security Carhartt Central page
- Conduct themselves in a professional and safe manner at all times
- Obey all safety rules, safety codes, and security procedures
- Secure all personal and company property in the workplace and while traveling
- Wear their Carhartt-issued identification badge at all times while on company property and safeguard their badge and building key(s) at all times, using them only for their intended purpose and notifying their receptionist immediately of loss or theft of these items
- Follow proper procedure for having visitors in the workplace
    - All visitors must register at the main office of the facility and obtain a visitor badge
    - All visitors must be escorted by an associate at all times
    - Associates are responsible for the conduct and safety of their visitors
- Sign-in and out in the front office when you visit another Carhartt facility
- Be alert to the warning signs of potential workplace violence and report them to HR immediately. Warning signs may include:
    - Verbal or written threats of physical harm or threatening actions
    - Significant or sudden changes in the behavior of others in the workplace
    - An individual developing or seeming to have a fixation with weapons or violence
    - A history of violence, including domestic violence
    - An associate reporting to work with bruises, injuries, or other signs of potential abuse or participation in violent acts

    - Social media posts that could be viewed as threatening or could escalate to violence
- Summon the help of qualified/certified people for assistance in an emergency
- Report loss of ID badges or company equipment, any potential issues, incidents, accidents, injuries, thefts, security risks, suspicious persons, or unusual activity immediately to a supervisor or Human Resource Representative
- Avoid coming in to the office except during normal working hours or to work approved overtime
- Carhartt reserves the right to inspect personal bags carried out of any facility

VISITORS IN THE WORKPLACE

It is the company's policy to maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard associate welfare, and avoid potential distractions and disturbances by requiring visitors to be registered and escorted at all times.

- All visitors must register at the main office of the facility and obtain a visitor badge
- All visitors must be escorted by an associate at all times
- Associates are responsible for the conduct and safety of their visitors

Those vendors who visit on a regular basis for business purposes do not need to be accompanied in the facility, but will need to check in and out at the front office.

Truck drivers who normally enter the building through the shipping/receiving dock area do not need to check in at the front office. However, it is important that they are not allowed to leave the designated area unless accompanied by an associate.

In order to prevent unauthorized entry, all access doors that are secured should not be left open or propped open for any reason. If an unidentified individual is observed on the premises, an associate should immediately notify security, their receptionist, or their supervisor.

Non-Business Visitors
Personal matters should be conducted away from work whenever possible. On those occasions when personal business must be conducted with visitors to the company, such matters should be handled away from the work area, such as in a lobby or front office. The duration and frequency of visits from personal guests, including family members, should be limited and restricted to break or lunch times. Personal visitors may be allowed in the building for lunch or other special occasions with prior management approval.

GENERAL SAFETY RULES

The safety of our associates and guests on Carhartt premises is of major importance. Carhartt's safety rules have been established for the protection of all Carhartt associates and will be used as a guideline in all Carhartt facilities, and may be supplemented with additional facility-specific rules and procedures as appropriate. Rules that are added will not change these existing rules but will be a supplement to the general safety rules as listed below.

The Safety Department has the responsibility for publishing safety rules for all facilities. Each plant manager and supervisor is responsible for administering the rules within his or her own facility and department, and for taking corrective disciplinary actions for violations as required. It is the

responsibility of each associate to know, and adhere to, all rules contained in Carhartt's safety publications and policies.

Providing safe working conditions is a top priority to Carhartt, Inc. The company will not knowingly permit unsafe conditions to exist, nor will we permit associates to commit unsafe acts. Violations of company rules and regulations will result in disciplinary action. An effective safety program requires all rules be implemented and adhered to. A successful safety program is one where all associates have developed a safety culture or attitude that will identify and limit exposure to potential accidents.

Carhartt wants associates to feel safe and secure at all times, including during business travel. Associates are encouraged to travel safely, to use good judgment, and to express any concerns or reservations they may have about scheduled travel or travel arrangements, so as not to feel pressured into a situation where they may feel uncomfortable. Associates can reach out to their direct supervisor, to another member of leadership, or to Human Resources for guidance at any time.

Personal Safety

1. Follow all safety procedures on lifting, reaching, pushing, pulling, climbing, etc. at all times. Any deviation from a safety procedure must be approved by your supervisor.
2. Do not run, participate in horseplay, or commit any act of unsafe behavior in the workplace.
3. Report all accidents or injuries to your supervisor immediately on the day of the occurrence. Associates must report all information accurately and completely and cooperate in the investigation of any incident or accident.
4. Use all personal protective items that have been provided for your safety. Protective gloves, gown, and protective eye wear should always be worn when providing first aid treatment.
5. Wear closed toe and closed back shoes that cover the entire foot, preferably with a rubber sole, whenever you are in any manufacturing or warehouse area.

Work Area & Building Safety

1. Make sure that your ID Badge is visible at all times. Do not loan your Security/ID badge to anyone.
2. Report all safety hazards immediately to your supervisor. Clean up spills immediately or call for assistance, if needed.
3. Put away supplies, equipment, and tools when they are not in use.
4. Keep boxes and material/products stacked neatly and stably.
5. Keep all aisles, walkways, stairways, and exits clear and keep your work area and all company premises clean and neat at all times.
6. Ensure that emergency exit routes, fireboxes, sprinkler shutoffs, machine or electrical control panels or fire extinguishers are clear and accessible at all times.
7. Use exits marked "Emergency Exit only" only in the case of an emergency. Know proper evacuation routes in case of an emergency. All routes are defined on the emergency evacuation postings in each facility.
8. Do not prop open outside or dock doors.
9. Obey all laws and posted signs in all Carhartt parking lots and driveways.

Machinery & Equipment Safety

1. Do not make any changes to your workstation without pre-approval of your supervisor.

2. Do not use unapproved extension cords or small appliances in work areas and do not place them under rugs/carpeting or near anything flammable.
3. Do not use personal cell phones in manufacturing and/or warehouse areas.
4. Only operate equipment that you have been authorized and trained to operate.
5. Only operate safe equipment and in safe conditions. Make sure all safety attachments are in place and properly adjusted before operating any equipment.
6. Only start a job once you are completely familiar with the safety techniques which apply to it. Check with your supervisor if you are unfamiliar with a specific job.
7. Use proper lockout/tag out procedures when working on electrically powered equipment. Ensure that only maintenance and repair personnel work on electrical equipment.
8. Be aware of forklift locations. If present in an area with forklifts, be alert at all times.

VIOLENCE PREVENTION IN THE WORKPLACE

Zero Tolerance for Violence or Threats of Violence

It is Carhartt's desire to provide a workplace that is safe and free from any threatening, intimidating, or violent conduct. Therefore, we have zero tolerance for violence or threats of violence of any form, including talk of violence or joking about potential violence. Any associate who engages in in this type of behavior will be subject to discipline, up to and including termination of employment.

Violence includes physically or emotionally harming or threatening another person to make them fear for their safety. This includes, but is not limited to: pushing, punching, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities.

This policy applies to Carhartt associates, clients, customers, visitors, vendors, and persons doing business with company. It is the intent of this policy to ensure that no individual associated with Carhartt feels threatened by any associate's actions or conduct.

SPECIFIC CONDUCT PROHIBITED

It is prohibited for any individual to engage in any conduct, verbal or physical, that intimidates, endangers, or creates the perception of intent to harm persons or property. Examples include, but are not limited to:

- Physical assaults or threats of physical assault, whether real or perceived and whether made in person or by other means, such as in writing, by phone, fax, social media, e-mail, or other method.
- Verbal conduct that is intimidating and has the purpose or effect of threatening the health or safety of a co-worker.
- Possession of any weapon or ammunition on Company property, while performing work for the Company at any location, in a Company-owned vehicle, or at a work-related function.
- Any other conduct or acts that management believes to represent an imminent or potential danger to workplace safety or security.

REPORTING POTENTIAL VIOLENCE – IF YOU SEE SOMETHING, SAY SOMETHING

It is everyone's responsibility to prevent violence in the workplace. Associates can help by reporting anything that could indicate that a co-worker is in trouble or could pose a threat to Carhartt associates or property. Associates should report any incident that may involve a violation of any of the Company's policies that are designed to provide a violence-free workplace environment. Concerns may be

presented to any member of leadership, to your supervisor, to Human Resources, or utilize the associate hotline.

The Company will promptly and thoroughly investigate any reported concerns, occurrences, or threats of violence. Violations of this policy will result in disciplinary action, up to and including immediate termination of employment. Where appropriate and/or necessary, Carhartt also will take whatever legal actions are available and necessary to stop the conduct and protect the Company's associates and property.

HAZARD INFORMATION

Carhartt complies with OSHA standards in all of its operations, including by using Material Safety Data Sheets (MSDS), by compiling a Hazards Chemicals List, by ensuring that containers are labeled, and by providing each associate with training on potential hazards in the workplace. A Senior Human Resource Manager is the program coordinator and has overall responsibility for the program. Copies of the written policies, procedures, and programs may be obtained from the Facility Manager at any Carhartt facility. Carhartt undertakes efforts to correct and control potential hazards in a timely manner and implements methods and procedures to promote safe work and to eliminate hazards.
Associates will be informed of the contents of the Hazard Communication Standard, the hazardous properties of chemicals with which they will use in the course of their employment, safe handling procedures, and measures to be taken to protect themselves from these chemicals. Material Safety Data Sheets (MSDS) are available with specific information on chemicals used in each facility. These can be reviewed by any associate upon request.

Additional information on hazard prevention and control, and procedures for reporting potential problems can be found on the Carhartt Central, from Human Resources, or from management.

ADDITIONAL SAFETY INFORMATION – WORKPLACE INJURIES

Carhartt has established policies, programs, and procedures for handling workplace injuries. Associates located on the Dearborn campus should contact a Benefits Specialist and their immediate Supervisor. Associates located in a Supply Chain facility should contact a Safety Specialist and their immediate Supervisor.

Carhartt has trained first aid responders in each facility, who will respond to injuries and sudden illnesses that may arise in the workplace. First aid kits and Automatic External Defibrillators (AEDs) are available on the premises for the treatment of injuries and illnesses. All associates should know the location of these supplies and should notify their supervisor of any injuries requiring the use of these supplies or professional medical assistance.

Information regarding workers' compensation, Carhartt's alternate dispute agreement for workers' compensation, and Carhartt's modified work activity program (MWAP) for those who have experienced a workplace injury or illness can be found online or by asking a Human Resources partner.

WEAPONS POLICY

It is the strict policy of Carhartt to prohibit the possession or carrying of firearms, other weapons, or ammunition of any type on company property or at company-sponsored events. This includes the surrounding parking areas of Carhartt facilities, and any location in which an associate represents the

company for business purposes. This prohibition applies regardless of whether an associate possesses a concealed weapon permit (CCW) or is allowed by law to possess a weapon.

For the purposes of this policy, "weapons" are: all firearms and associated ammunition including handguns, rifles, shotguns, air pistols, pellet guns, paintball guns, BB guns, stun guns, Tasers, automatic guns of any kind, bows and arrows, cross-bows, or any kind of projectile throwing device. Other devices that are considered weapons for the purposes of this policy are any knives longer than 3 inches, swords, explosives, or any type of instrument or chemical designed or intended to inflict harm or injury on another person.

Any associate who is aware of a weapon of any type or form within the building, on company property, or with a Carhartt associate off-site at a work function, has an obligation to report this information immediately to his or her manager, Human Resources, or Security. Carhartt reserves the right to conduct reasonable, unannounced searches of company premises and personal searches of associates and others while entering, on, or leaving company premises, including, but not limited to, personal effects, vehicles, lockers, desks, tool boxes, clothing, and baggage. Persons found to be in possession of any type of weapon or ammunition on company property will be subject to disciplinary action, up to and including termination.

SOCIAL COMPLIANCE

As a premium brand, Carhartt is committed to conducting business in a fair and ethical manner. Carhartt's Social Compliance Department's Mission is *To serve and protect the hardworking people who make our products*. Consistent with this Mission, Carhartt has established a Workplace Code of Conduct as a minimum set of standards for Carhartt suppliers. Carhartt's Workplace Code of Conduct is based on internationally accepted labor standards, including the International Labor Organization's Core Conventions and the Universal Declaration of Human Rights. While this Code establishes minimum standards, Carhartt aspires to partner with companies that share Carhartt's corporate values and are committed to continuous process improvements as it relates to social and environmental practices. Any questions or concerns, or any alleged violations, should be emailed to factorycompliance@carhartt.com. All Corporate Responsibility Statements including the Carhartt Workplace Code of Conduct can be found on Carhartt.com.

https://www.carhartt.com/content/carhartt-corporate-responsibility

COMPENSATION AND BENEFITS

COMPENSATION PHILOSOPHY

We offer competitive compensation as a portion of our total rewards package which is designed to support, reinforce, and align our values, business strategy, operational and financial needs with the goal of growth and profitability.

Our programs are designed to attract, motivate and retain talented Associates who drive Carhartt's success. We recognize the value of internal and external talent as well as key roles and compensate accordingly. We compare "like jobs" in the marketplace to ensure our wages and incentive pay is fair and competitive.

The compensation process is intended to be fair and simple so that all Associates and Managers understand the goals and the outcomes of the process. We work hard to administer the compensation program in a manner that is consistent and free of discrimination.

TIME KEEPING

Overtime Eligible Associates

Overtime eligible (non-exempt) associates receive pay based on the hours that they have worked and should record all time spent working, regardless of where or when the work was completed. Accurately recording time worked is the responsibility of every overtime eligible associate. Federal and state laws require Carhartt to keep an accurate record of time worked in order to calculate an associate's pay and benefits. Time worked is the time actually spent on the job performing assigned duties. Overtime eligible associates may not conduct company business outside of approved work hours without prior approval of their direct supervisor. Conducting company business includes, but is not limited to:

- Accessing, reading, responding to, or creating job-related emails or other correspondence
- Answering or making job-related phone calls (via cell phone or other device)
- Reading, responding to, or sending job-related text messages
- Using laptops, other computers, cell phones, or other devices to complete any work on behalf of Carhartt or for the benefit of Carhartt

Overtime eligible associates must accurately record the time they begin and end their work and any meal period(s). They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved by the associate's supervisor before it is performed. Associates who work unapproved overtime hours without advance permission from their supervisor may result in disciplinary action.

Altering, falsifying, tampering with timesheet records, or recording time on another associate's time sheet record may result in disciplinary action, up to and including termination of employment.
It is the associate's responsibility to clock in and out timely or record all worked and non-worked time in their timesheet as applicable by working location. Associates are also responsible for verifying the accuracy of their timesheet and submitting their timesheet to management as appropriate by working location.

The associate's supervisor will review the timesheet for accuracy and submit to payroll for processing. If corrections or modifications are made to the timesheet record, both the associate and the supervisor must verify the accuracy of the changes.

Timesheets are then to be submitted to the payroll department for processing every Monday by 10 am. Paychecks will be distributed per the applicable payroll schedule.

Exempt Associates

Exempt associates are paid a bi-weekly salary. Therefore, they are not required to submit timesheets. In the event that an exempt associate misses work due to time off or illness, a *Time Off Request* must be completed and submitted through the PTO Tracking System for tracking purposes. Access to the PTO Tracking System can be granted by contacting a Human Resources representative.

TRAVEL TIME RULES & CONSIDERATIONS FOR OVERTIME ELIGIBLE ASSOCIATES

The travel time rules for overtime eligible associates depend on the nature of the travel. The wage and hour laws have specific rules on when an employer must count travel time as hours worked for overtime eligible associates. Carhartt complies with all local, state, and federal laws and regulations regarding calculation of time worked. If the travel time counts as hours worked, it will be compensated. If the

associate's total hours worked for the workweek exceed 40, then all hours over 40 will be paid at time and one-half.

For all business travel, Carhartt wants associates to always feel safe and secure. Associates are encouraged to travel safely, to use good judgment, to express any concerns or reservations they may have about scheduled travel, and to reach out to their direct supervisor for guidance or if circumstances change during their business travel. Associates can also seek guidance from the Travel & Expense Coordinator or HR.

Types of Travel

1. Overnight Travel Away from Home

Out of town travel overnight as a passenger on an airplane, train, boat, bus, or car should be scheduled during an associate's regularly scheduled work hours when possible. Travel time from the associate's home to the airport, train station, or other terminal (when outside of normal commute) should be recorded as part of time worked. Also, the time spent by the associate at the airport checking in and waiting for departure (including layovers) will also be part of the travel time. If meals are related and mandatory, time spent attending should be considered worked time.

If the associate is required by the employer to drive or be a passenger in a vehicle, all the hours will be counted as hours worked.

2. Travel Out of Town and Back That Occurs All in One Day

Travel out of town and back that takes place in a single day is counted as hours worked. This includes the travel time from the associate's home to the airport and the return time home from the airport (when outside of normal commute). Also, the time spent by the associate at the airport checking in and waiting for departure will also be part of the travel time.

3. Commuting time

Normal commute time from home to the office and back is not hours worked, nor is the commute time from home to other work locations in the associate's general work area if the associate must start work at that location. If the associate comes to the office and receives an assignment and then travels to other locations, the travel from the office to the other work locations will be counted as hours worked.

If the associate leaves the last location at the end of the day to return home, the return time will not be counted as hours worked. If the associate first must go to the office before returning home, the time going to the office is counted as hours worked.

OVERTIME

Circumstances may arise that will require overtime hours to be worked. Carhartt will give as much notice as reasonably possible when overtime will be needed. These hours will be distributed among the appropriate associates in a department, as dictated by departmental needs.

By law, only overtime eligible associates are entitled to additional compensation for overtime worked and only those associates entitled by law to overtime compensation will receive overtime pay.

Associates eligible for overtime pay will be paid one and one-half times their regular rate of pay for all hours physically worked in excess of forty hours within the work week. In general, non-worked time, including Paid Time Off (PTO), jury duty and bereavement are not considered hours worked for overtime calculation purposes.

In situations when there is a paid company sponsored holiday and an overtime eligible associate is required to work overtime during the week of the holiday, the treatment of holiday hours in relation to the overtime calculation varies by location. Please see the Holiday section of the policy for further detail. If an associate is uncertain whether they are eligible for overtime pay, he or she should contact a Human Resources representative.

Should an associate be detained at work for 7 minutes or less following the end of his or her assigned shift, no overtime will be paid. Time worked in excess of 7 minutes (8 minutes or more), will be rounded to the next quarter hour for overtime payment.

No associate shall work overtime without the prior approval of his or her supervisor. Once this approval is given and the hours are worked, the associate will indicate the amount of overtime worked on his or her time sheet.

PAYCHECKS AND PAY PERIODS

Carhartt complies with the Fair Labor Standards Act ("FLSA") and state wage and hour laws. It is also Carhartt's policy to promptly investigate and correct any improper payroll deductions or other payroll practices that do not comply with federal and state law. If an associate believes that an incorrect payroll practice — such as an incorrect deduction — has occurred, he or she may make a complaint to a Human Resources representative or the Payroll department. The matter will be appropriately reviewed. The associate will be reimbursed for the amount of any incorrect deduction taken.

Carhartt's workweek begins on Sunday and ends on Saturday. Dearborn/Corporate paid associates are paid bi-weekly, and all overtime eligible supply chain associates are paid weekly. Exempt associates are paid currently. Overtime eligible associates are paid based on the pay schedule described below. Please reference the current Pay Calendar for exact pay schedule dates.

- Paychecks for overtime eligible Dearborn associates will include the hours worked for the two weeks prior to the week in which they are paid. For example, for the pay period that began 06/26/22 and ended on 07/09/22, overtime eligible Corporate associates were paid on 07/15/22.
- Paychecks for overtime eligible Supply Chain associates include the hours worked in the week prior to the week in which they are paid. For example, for the pay period that began on 06/26/22 and ended on 07/02/22, overtime eligible Supply Chain associates were paid on 07/08/22.

All paychecks and paystubs are accessible by associates via their MyCarhartt account. Associates must set up direct deposit for the automatic deposit of their paychecks. Those associates who do not have a bank account for direct deposit will be provided with a Carhartt authorized paycard to access their pay. In addition, associates with direct deposit can elect to have a portion of their paycheck deposited onto an authorized paycard. Carhartt will not make advance payments on expected future wages. Answers to frequently asked Payroll questions can be found on Carhartt Central Payroll FAQ.

Should errors be discovered with regard to pay, the Payroll department will make diligent and good-faith efforts to quickly correct mistakes once alerted to them. Payroll and salary information is covered by the company's Confidential Information policy.

CHANGE OF ADDRESS AND OTHER PERSONAL DATA

Changes in the associate's residence, telephone number, emergency contact, marital status, number of dependents, and other personal data should be promptly processed by the associate via their MyCarhartt account.

All changes must be reported, as benefits and/or tax withholdings may be affected. A new W-4 must be completed for tax withholdings changes, when applicable. Changes can be processed by the associate via their MyCarhartt account. Contact Human Resources or Payroll for assistance.

PERFORMANCE MANAGEMENT

Carhartt strives to reduce bias and inequity in our performance management process by using a structure that is inclusive of ongoing performance conversations, goal setting and management, and an Annual Review that consists of an associate self-review and a manager evaluation. It is Carhartt's belief that increasing objectivity and communication builds stronger working relationships and improves overall performance. The performance management process also provides a basis for alignment on performance expectations, merit increases, promotions, and other personnel actions. The benefits of a formal performance review process include:

- Aligning goals to corporate strategy, so all associates understand how their individual and department goals impact the overall company
- Providing recognition
- Building the skills of associates
- Allowing for feedback and communication between an associate and their supervisor
- Clarifying expectations so associates understand what is expected of them
- Identify and remove unconscious bias

Each year the timeline for setting performance goals and the Annual Review process will be communicated to associates. Information related to Performance Management can be found on the Carhartt Central page, which includes information about removing bias from performance conversations. In addition to the Annual Review process, supervisors and associates should share feedback on an on-going basis regarding performance, goals, skill development, training needs, and project status, which is outlined in the Quarterly Check-in template.

PAID TIME OFF (PTO)

Carhartt believes in providing its regular full-time associates with paid time off to be used for vacations, personal days, or sick days. Paid Time Off (PTO) is a bank of time off. Carhartt's PTO policy is a continuation of pay for time off and encourages associates to take the appropriate planned and scheduled time off. Therefore, pay in lieu of time off will not be considered. *For information on Time Off for outside sales representatives and sales managers, managers, and directors please refer to the Flexible PTO policy found on SharePoint..*

Associate Eligibility

All full-time non-union associates ineligible for Flexible Time Off (FTO) who are scheduled to work more than 30 hours per week are eligible for PTO. PTO for associates who are scheduled to work between 30 and 40 hours per week will be prorated based on hours worked. For the purposes of this policy, one (1) day of PTO is equivalent to eight (8) hours for associates with a standard work schedule. Associates with flexible and/or compressed schedules are required to use the number of hours typically scheduled each

day when taking PTO. For example, a PTO day for an associate working 10 hour days, 4 days per week would be 10 hours, as opposed to the 8 hours a regularly scheduled associate would take for a PTO day.

Current Associate Eligibility
Calculation for future PTO eligibility is based upon calendar year hire date. The calendar year following the year in which you were hired counts as year one. Associates are eligible for PTO as follows:

Years of Service	PTO Award All Associates – Dearborn & Plant Paid
First full year through year 4	176 hours / 22 PTO Days *(based upon an 8 hour workday)*
Year 5 through year 9	200 hours / 25 PTO Days (*based upon an 8 hour workday*)
Year 10 and thereafter	216 hours / 27 PTO Days *(based upon an 8 hour workday)*

For example, an associate who was hired on June 30, 2022 would count 2023 as year one, 2024 as year two, 2025 as year three, 2026 as year four, and 2027 as year five. Associates receive PTO time at the beginning of each calendar year as a benefit.

Newly Hired Associate Eligibility
Associates are eligible for PTO from the date of hire on a prorated basis, determined by the month in which their first day of employment falls. PTO will be prorated as follows:

Associate Hire Month	Available PTO *(days calculated based upon an 8 hour workday)*
January	176 hours / 22 PTO days
February	144 hours / 18 PTO days
March	128 hours / 16 PTO days
April	116 hours / 14.5 PTO days
May	100 hours / 12.5 PTO days
June	88 hours / 11 PTO days
July	84 hours / 10.5 PTO days
August	72 hours / 9 PTO days
September	56 hours / 7 PTO days
October	40 hours / 5 PTO days
November	28 hours / 3.5 PTO days
December	16 hours / 2 PTO day

Requesting Time Off
Overtime eligible associates must submit a Timesheet/Time off request specifying the dates of the proposed time off to their immediate supervisor for approval. Exempt associates not eligible for FTO must submit a PTO request form or a PTO request through the PTO tracking system, specifying the dates of the proposed time off to their immediate supervisor for approval. Approval for PTO is given based upon the needs of the department in order to ensure efficient operations. Overtime eligible associates may request to take PTO in half hour increments.

Carhartt encourages associates to schedule PTO at least two (2) weeks in advance. Failure to provide advance notice may result in the loss of PTO for time off or denial of requested time. Exceptions to the advance approval are personal emergencies or illness. Associates must notify their immediate supervisor as soon as possible for any unexpected time off. PTO will not be provided for absences where the associate has not notified his or her supervisor directly or Human Resources department. Once an unexpected PTO day is used, a *Timesheet/Time off request* must be completed by the associate

and submitted to the supervisor for approval and documentation. PTO time should be tracked by the associate and his or her immediate supervisor.

PTO Carryover
Carhartt encourages associates to utilize PTO during the calendar year. However, if an associate has a balance at year end, an associate may carryover up to forty (40) hours into the next calendar year. Remaining PTO over the allowed forty (40) hours will be forfeited if not used by year end.

PTO at End of Employment
Associates who leave their employment with Carhartt either voluntarily or involuntarily will not be reimbursed for any unused PTO unless required by state law. Eligibility to take PTO ceases when an associate gives their resignation notice to Carhartt. However, the company reserves the right to make a business decision, considering all factors and business needs, when it comes to allowing associates to use PTO between the time they provide their notice to leave and their last day of employment. Use of PTO may not substitute for working out a notice period and requires approval of management and HR.

Purchasing Additional PTO
Eligible associates may elect to buy additional PTO once per year during the annual Open Enrollment period, which can be used during the next calendar year. Eligible associates may purchase up to 80 hours of additional PTO, in 40 hour increments, with a minimum purchase of 40 hours. Associates hired throughout the year will be become eligible to purchase PTO during the Open Enrollment period for the upcoming calendar year.

For associates who elect to purchase additional PTO, at the beginning of the year, an after-tax payroll deduction will be taken based on the following formula:

> *The number of elected hours multiplied by the associate's hourly pay rate in effect at the beginning of the calendar year divided by thirteen (13) pay periods to ensure all purchased PTO is paid in full in the 1st half of the year.*

When taking PTO, Purchased PTO will be utilized before the Carhartt provided PTO for that year is used. Associates will not receive a payout for unused purchased PTO, either at the end of the year or at the end of their employment. Associates are able carry over up to 40 hours of PTO into the following year based on the current PTO policy. Approval to purchase and use PTO is at management's discretion and follows the procedure of Carhartt's PTO policy.

PTO When Moving from Bargaining Unit (Union) to Non-Bargaining Unit (Non-union) Status
Carhartt associates who become eligible for PTO based upon a position change from bargaining unit to non-bargaining unit are eligible for a prorated amount of PTO based on the number of months left in the year. These associates will not be allowed to take more days off than the number that would have been allowed if the associate was still under the union vacation policy, until the 90-day transition period is completed. Associates who transition to a new position will be given the appropriate number of days off to ensure there is no loss of earned time off. The formula for calculating eligible PTO time for the transition year is:

- Number of months left in the year divided by 12
- Multiply that number by the total number of PTO days eligible for in a full year
- Round to the nearest whole day

PTO When Moving from Non-Bargaining Unit (Non-union) to Bargaining Unit (Union) Status

Carhartt associates who move from a Non-Bargaining Unit (non-union or company) position to a Bargaining Unit (union) position are eligible for a prorated amount of vacation days at the time of transfer based on the number of months left in the year and the amount of PTO time used in that calendar year prior to moving positions. Associates who transition to a new position will be given the appropriate number of vacation days to ensure there is no loss of earned time off. The formula for calculating eligible vacation time for the transition year is:

- Determine amount vacation time the associate would be eligible for as a union associate, based upon their hire date and the applicable collective bargaining agreement.
- Subtract the number of days of PTO used by the associate in the current calendar year, while the associate was in a non-union/company position.
- Transfer the remaining number of days to the associates bank of vacation days in the new position, which is available for the associate to use in their union position for the remainder of that calendar year.
- At the start of the next calendar year following the transfer, the associate will be eligible for vacation time as outlined in the applicable collective bargaining agreement based upon their years of service.

FLEXIBLE TIME OFF (FTO)

The Flexible Time Off (FTO) program is intended to support eligible associates in making decisions with regard to taking time off and their work-life balance. Through this program, associates will decide how much time off they need in order to be most productive.

This type of program promotes flexibility and professional judgment. In return, it requires trust, responsibility, communication and accountability. Ultimately, this program should enhance associates' total well-being by demonstrating that they are valued, trusted, and able to take the appropriate time they need.

Associate Eligibility
Manager, Professional and Supervisor (P, S2, S3 job bands) associates are eligible for FTO. Associates eligible for FTO will not be required to use the online PTO tracker and time off is not "earned" based on years of service or in any other fashion.

Requesting Time Off
Time off is encouraged and expected but associates should request time off at least two (2) weeks in advance and it must be approved by their leader. Failure to provide advance notice may result in the denial of requested time off. Exceptions to the advance approval are personal emergencies or illness. Associates must notify their immediate supervisor as soon as possible for any unexpected time off. FTO will not be provided for absences where the associate has not notified his or her supervisor directly or Human Resources department.

Associates are encouraged to spread their time off requests over the course of the entire calendar year and FTO is not intended to create alternative work arrangements, such as:

- Sabbaticals
- Part-time schedules
- Paid personal leaves of absence, etc.
  Please note: this list is not all-inclusive

Leaders are responsible for regularly ensuring performance expectations are clear for associates and associates are responsible for proactively asking questions if they are unsure of what is expected. Leaders can consider rejecting FTO requests if:

- Other associates on their team with similar or complementary duties have already asked for leave during the same time period
- Business needs, including work demands, project deadlines, busy season, etc. requires the associate's attendance

Leaders can't reject FTO requests for any of the following reasons:

- To discipline associates
- To force associates to fulfill duties that aren't urgent

Neither list is exhaustive. Both associates and their leaders should use common sense and adhere to company policies when requesting/approving FTO. Ultimately, the success of the FTO program requires that performance expectations are clear and there is trust between the associate and their leader.

FTO at End of Employment
Associates who leave their employment with Carhartt either voluntarily or involuntarily will not receive payment for FTO. Eligibility to take FTO ceases when an associate gives their resignation notice to Carhartt. However, the company reserves the right to make a business decision, considering all factors and business needs, when it comes to allowing associates to use FTO between the time they provide their notice to leave and their last day of employment. Use of FTO may not substitute for working out a notice period and requires approval of management and HR.

FTO When Moving from a FTO Eligible Position to a Non-union FTO Ineligible Position
Carhartt associates who move from a FTO eligible position to a non-union FTO ineligible position are will receive a prorated amount of PTO at the time of transfer based on the number of months left in the year and the amount of FTO time used in that calendar year prior to moving positions. Associates who transition to a new position will be given the appropriate number of PTO days to ensure there is no loss of earned time off. The formula for calculating eligible vacation time for the transition year is:

- Determine amount vacation time the associate would be eligible for as a non-union FTO ineligible associate, based upon their hire date.
- Subtract the number of days of FTO used by the associate in the current calendar year, while the associate was in a FTO eligible position.
- Transfer the remaining number of days to the associates bank of PTO days in the new position, which is available for the associate to use in their position for the remainder of that calendar year.
- At the start of the next calendar year following the transfer, the associate will be eligible for PTO based upon their years of service.

FTO When Moving from FTO Eligible Position to Bargaining Unit (Union) Status
Carhartt associates who move from a FTO eligible position to a Bargaining Unit (union) position are eligible for a prorated amount of vacation days at the time of transfer based on the number of months left in the year and the amount of FTO time used in that calendar year prior to moving positions. Associates who transition to a new position will be given the appropriate number of vacation days to

ensure there is no loss of earned time off. The formula for calculating eligible vacation time for the transition year is:

- Determine the amount vacation time the associate would be eligible for as a union associate, based upon their hire date and the applicable collective bargaining agreement.
- Subtract the number of days of FTO used by the associate in the current calendar year, while the associate was in a FTO eligible position.
- Transfer the remaining number of days to the associates bank of vacation days in the new position, which is available for the associate to use in their union position for the remainder of that calendar year.
- At the start of the next calendar year following the transfer, the associate will be eligible for vacation time as outlined in the applicable collective bargaining agreement based upon their years of service.

INCLEMENT WEATHER GUIDELINES

Carhartt does not close due to inclement weather conditions in most cases, as our plants are located in different states and may still need our assistance. All associates are required to make a reasonable effort to report to work, without sacrificing personal health and safety or violating local government restrictions. Unless otherwise informed, associates missing work due to inclement weather will be required to use a PTO day. Based on job duties and supervisor approval, working from home may be an option.

RETIREMENT POLICY

An associate is eligible to retire from Carhartt only if they meet all of the following criteria:

- Completed at least 8 years of Carhartt work experience
- Reached at least age 58
- Given at least 3 months (6 months for Director, VP, or SLT level) written notice of intent to retire

Eligible retirees qualify for the following:

PTO Payout

Unused PTO will be paid out to PTO eligible associates on a prorated basis based on the retirement month (for calculation purposes, the 15th will be used as the monthly proration cutoff date). Associates eligible for FTO are not eligible to have PTO paid out upon retirement. PTO carried over from the previous year will be paid at 100%. Unused Purchased PTO will be paid out at 100%. Payout of unused/carryover and purchased PTO will occur on the pay period following the last date of employment unless otherwise dictated by state law.

Incentive Payout

An associate who has met the criteria for retirement will be eligible for a one-time prorated annual incentive payment based on their retirement date (as indicated in the chart below) and the associate's last performance rating. Payments are made in accordance with the regular timing of Carhartt's incentive payment. Payment is not guaranteed and may be adjusted based on company performance.

The annual incentive payment will be prorated as outlined:

Last date of employment	Percentage of Bonus Potential for current year	Date of bonus payout
July through September	Not bonus eligible*	N/A
October through December	50%	September of the following year
January through June	100%	September of the following year

*Associates who retire between July through September are eligible for the annual incentive bonus from the fiscal year.

Commission Payout for Sales Associates

This policy is for all commission eligible Sales Associates. Notice must be given six months prior to retirement date. If notice is given less than six months in advance, the Goal Review Board will review any percent payout changes. Over and Above will only be paid for an associate employed the last business day of each season (Spring or Fall) that they retire. Associates will receive a normal commission statement and final commission check the month, following their retirement date. If retirement occurs on any date other than the last business day of the month, commission will be prorated based on the shipments that occurred through the last date of employment.

Payouts will occur based on the following:

Regional and Strategic Managers and Reps, Inside Sales, and New Business Development Mgr: Date of Retirement	% of Remaining of Spring Variable pay upon day of retirement	% of Remaining of Fall Variable pay upon day of retirement
Dec 31st (Or last business day in Dec.)	100%	-
Jan-Mar	50%	-
Apr-Jun	50%	-
Jun 30th (Or last business day in June)	-	50%
Jul-Sep	-	25%
Oct-Dec	-	25%

Retiree Discount Plan

Retirees have the opportunity to purchase items from the Carhartt website at discounted prices.

CIVIC HOURS & HOLIDAYS

Civic Hours

In addition to company paid holidays, civic hours for voting in national elections will be provided to associates and will be communicated company-wide in applicable years.

Holidays

Regular full-time and part-time associates are eligible for 12 company paid holidays per calendar year. Part-time associates are paid on a pro-rated amount based on the average number of hours worked. These holidays are not earned in advance and associates must be employed on the day the holiday occurs to receive the benefit.

Holiday schedules vary by location. Please refer to the Holiday Schedule for your location.

If a holiday falls on a Saturday, the holiday will be observed on the preceding Friday. Likewise, if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

Associates working associate-requested compressed work weeks as part of an approved flexible work schedule must work a regular schedule during weeks with paid holidays. Exempt associates are expected to observe the scheduled Holiday unless business needs dictate otherwise and are subject to the provisions outlined below. For holidays worked in November and December, the floating holiday must be used before the end of March the following year and is subject to the associate's Manager's approval. Additional floating holidays must be approved by managers as well.

Employment Category	Holiday/Work Day Relationship	Effect on Associate
Exempt Associates	Holiday falls on the associate's scheduled work day	The associate receives the day off, with pay.
	Associate is required to work on a scheduled holiday	Associate receives a holiday float day that can be used another time, with pre-approval from his or her manager.
	Holiday falls on the associate's scheduled day off *(for those working a company-assigned compressed work week)*	Associate receives a holiday float day that can be used another time, with pre-approval from his or her manager.

Listed below are the Holiday/Work Day Relationship types for <u>part-time</u> overtime eligible associates who are also eligible for Carhartt benefits (non-retail):

Employment Category	Holiday/Work Day Relationship	Effect on Associate	Overtime Hours Treatment
Part-time Overtime & Benefits Eligible Associates (non-retail)	Part-time associate would have been scheduled to work	The associate receives pay for holiday time that equates to their regularly scheduled time/average hours worked per day. *For example, if their regular work day is 6 hours, they will be paid 6 hours of holiday pay for the day.*	Associates at Dearborn location: Holiday hours are NOT considered hours worked for overtime calculation purposes. Associates at non-Dearborn locations: Holiday hours are counted as hours worked for overtime hours calculation.

Listed below are the Holiday/Work Day Relationship types for <u>full-time</u> overtime eligible associates:

Employment Category	Holiday/Work Day Relationship	Effect on Associate	Overtime Hours Treatment
Overtime Eligible Associates at Camden, Edmonton, Irvine Admin, and Irvine Sewing locations	Holiday falls on the associate's scheduled work day that is shorter than the holiday the Associate is eligible to receive	The associate takes the amount of holiday time that equates to their regularly scheduled time. *For example, if their regular work day is 6 hours, they will be paid 6 hours for the day of the holiday .*	Holiday hours are counted as hours worked for overtime calculation purposes, regardless of the workweek in which they are used.

	Associate is assigned to work on a scheduled holiday.	**Two options**: 1) Associate receives the regular day's pay for hours worked plus holiday pay 2) Associate receives the regular day's pay and receives a holiday float day that can be used another time. Option must be approved by manager.	Option 1) Worked hours are counted as hours worked for overtime hours calculation. Holiday pay hours are counted as hours worked for overtime calculation purposes. Option 2) In the workweek when the holiday hours are used, they are counted as hours worked for overtime calculation purposes.
	Associate works an associate-requested & approved flexible work schedule and the holiday falls on a day that the associate is scheduled to work.	Associate reverts back to an 8 hour per day, 5 day workweek for that week and receives 8 hours holiday pay.	Holiday hours are counted as hours worked for overtime calculation purposes.
	Holiday falls on the associate's scheduled day off	The associate receives a holiday in lieu of the corporate holiday that can be used at a later date.	Holiday hours are counted as hours worked for overtime calculation purposes in the workweek in which they are used.
Overtime Eligible Non-union Associates at the RCV Distribution Center and Madisonville Cutting locations	Holiday falls on the associate's scheduled work day	The associate receives the amount of holiday time that equates to their regularly scheduled work time on that day. *For example, if their regular work day is 12 hours, they will be paid 12 hours for the day of the holiday.*	Holiday hours are counted as hours worked for overtime hours calculation.
	Associate is assigned to work on a scheduled holiday.	Associate receives the regular day's pay for hours worked plus holiday pay for the number of hours scheduled that day.	Holiday hours and worked hours are counted as hours worked for overtime hours calculation.
	Holiday falls on the associate's scheduled day off	The associate receives eight (8) hours of holiday pay for that day.	Holiday hours are counted as hours worked for overtime hours calculation.
Overtime Eligible Associates at Dearborn location	Holiday falls on the associate's scheduled work day that is shorter than the holiday the Associate is eligible to receive	The associate takes the amount of holiday time that equates to their regularly scheduled time. *For example, if their regular work day is 6 hours, they will be paid 6 hours for the day of the holiday .*	Holiday hours are not considered hours worked for overtime calculation purposes, regardless of the workweek in which they are used.
	Associate is assigned to work on a scheduled holiday.	**Two options**: 1) Associate receives the regular day's pay for hours worked plus holiday pay 2) Associate receives the regular day's pay and receives a holiday float day that can be used another time. Option must be approved by manager.	Option 1) Worked hours are counted as hours worked for overtime hours calculation. Holiday pay hours are not considered hours worked for overtime calculation purposes. Option 2) In the workweek when the holiday hours are used, they are not considered hours worked for overtime calculation purposes.

	Associate works an associate-requested & approved flexible work schedule and the holiday falls on a day that the associate is scheduled to work.	Associate reverts back to an 8 hour per day, 5 day workweek for that week and receives 8 hours holiday pay.	Holiday hours are not considered hours worked for overtime calculation purposes.
	Holiday falls on the associate's scheduled day off	The associate receives a holiday in lieu of the corporate holiday that can be used at a later date.	Holiday hours are not considered hours worked for overtime calculation purposes, regardless of the workweek in which they are used.

COMPENSATION DAYS FOR TRAVEL ON WEEKENDS

Circumstances may arise that will require associates to travel on Saturday and/or Sunday. For exempt associates, additional time off should be mutually agreed upon between the associate and his or her supervisor to compensate for the time spent working on a weekend. Overtime eligible associates traveling during the weekend are compensated according to Carhartt's overtime policy and/or the federal and state laws governing. For additional information, please refer to the Time Keeping section. If an exempt associate travels full days on Saturday and/or Sunday, the associate will be eligible for one (1) compensation day for each day spent traveling.

TAXABILITY OF FRINGE BENEFITS

Some benefits may be taxable. Carhartt complies with all IRS regulations as it relates to fringe benefits. Please refer to Appendix D for additional information on this topic.

LEAVE OF ABSENCE (FMLA) POLICY

Acceptable reasons for leaves of absence fall into one of the following categories:

- Family and Medical Leave (FMLA)
- Other Than Required Family and Medical Leave

Family and Medical Leave

It is the policy of Carhartt, Inc. to comply with the requirements of the Family and Medical Leave Act (FMLA), which entitles associates up to 12 weeks of job-protected leave for the birth or placement of a son or daughter through adoption or foster care, or to care for a son or daughter with a serious health condition.

In cases which both parents are employed at Carhartt, they will be entitled to a combined 12 weeks of job-protected leave for the following reasons:

- The birth of a child and bonding with the newborn child;
- The placement of a child with the associate for adoption or foster care and bonding with the newly-placed child;
- To care for the associate's spouse, child or parent who has a serious health condition;
- A serious health condition that makes the associate unable to perform the essential functions of his or her job;
- Any qualifying exigency arising out of the fact that the associate's spouse, son, daughter, or parent is a covered military member on "covered active duty"

The limitation on the amount of leave for spouses both working at Carhartt does not apply to FMLA leave taken for the following reasons:

- To care for a spouse or child with a serious health condition;
- A serious health condition that makes the associate unable to perform the essential functions of their job; and
- Any qualifying exigency arising out of the fact that the associate's spouse, child, or parent is a military member on "covered active duty."

Clarifications were made on 06/23/10 by the Department of Labor (DOL) in regards to defining "son or daughter" in biological and legal terms - foster, step-and legal wards are all recognized as meeting the definition. The FMLA regulations also recognize the right of a person standing "in loco parentis" (defined as people with day-to-day responsibilities to care for and support a child) to take such leave. The FMLA also entitles associates to take leave for the care of a spouse or parent with a serious health condition; or a serious health condition that makes the associate unable to perform his or her job functions. This policy applies to all full-time domestic associates who have completed 12 months of service and worked at least 1,250 hours during the previous 12 months before the request for leave. The following outlines the details with regard to the policy:

1. **Duration of leave -** With one exception, as noted below, FMLA leaves, including those granted under the short-term disability policy, cannot exceed 12-weeks during a 12-month period of time. A rolling 12-month period, measured backward from the date the leave begins, will be used to determine the amount of FMLA leave available to an associate.

    - An associate's entitlement to FMLA leave for the birth or placement of child expires 12 months after the birth or placement.
    - An associate may take an intermittent leave or work a reduced workweek for the birth of a child, placement for adoption, or foster care with company approval. However, intermittent leave may be taken whenever medically necessary. Medical documentation will be required for all medical leaves.
    - As an exception to the 12-week limitation on FMLA leaves, associates will be provided up to 26-weeks of leave, during a rolling 12-month period, to care for a family member who is a covered service member and has a serious injury or illness related to active duty service. Any FMLA leave taken for another purpose will be subtracted from the 26-week allotment.

2. **Qualifying Exigency -** A qualifying exigency under this policy includes an issue related to short notice deployment for a covered service member where notice is received within seven days of deployment; attending certain military events; arranging for alternative child care and for the child of the covered service member; making financial and legal arrangements to address the service member's absence; attending counseling for the associate, covered service member, or the service member's child; spending time with a service member who is on short-term rest and recuperation during a period of deployment; attending post deployment activities. Also included is any other qualifying exigency under the FMLA, where it applies.

3. **Leave Certification Requirements -** In order to approve a FMLA leave, the appropriate documentation will be required to substantiate the leave of absence request. Please refer to guidelines below for the Process for Applying for a Leave of Absence (LOA or FMLA).

4. **Use of PTO Time -** The associate will not be required to utilize PTO time when on approved FMLA leave. However, if an associate chooses to take this time in conjunction with FMLA, they will need

to obtain the appropriate approvals according to the PTO policy and notify Human Resources upon application for leave of absence.

5. **Short-Term Disability, Sickness and Accident, Workers' Compensation -** Associates off of work and receiving wages or any form of compensation under the above policies and/or regulations will have that time counted against available FMLA leave allowance as long as they meet the eligibility requirements under the FMLA provisions.

6. **Wages -** Time used for FMLA leaves will be on an unpaid basis except for those granted under the Short-Term Disability Policy and except for that portion. Holidays occurring during the leave will be unpaid. However, associates approved for intermittent FMLA are eligible for holiday pay.

   Sales Associates: when a sales associate is on leave of absence that begins to run concurrent with long-term disability, commission payments will not be paid for work performed by the sales team during their time on leave.

7. **Benefit Coverage -** Associates will be eligible to continue their insurance coverage, provided they pay the related premiums equal to the associate contribution rates in effect at that time, and any subsequent increase that may occur during the leave. Payment will be required on a payment schedule during the leave period or in advance of the leave date if the associate desires. Arrangements for paying the associate contribution should be made prior to the leave of absence or as soon as possible after the leave begins. Carhartt may recover the premium that the company paid for maintaining coverage during the leave period if the associate fails to pay their portion and/or return from leave. The associate will be given notice at least 15 days before coverage is terminated due to non-payment of premiums. If insurance coverage is terminated due to non-payment, coverage will be reinstated upon the associate's return to active duty.

8. **Return to Work -** Associates are expected to return immediately following the earliest of: the date upon which the anticipated duration of the leave expires, or the date upon which the need for the leave ceases, or the end of the maximum time period permitted for FMLA leave. Written notification by the associate of any changes in the anticipated duration of the leave as well as intentions to return or not to return to work is required.

   Unless the associate requests an additional leave of absence in accordance with the Company's Leave of Absence (other than FMLA) Policy, the associate's failure to return to work immediately following the leave expiration date will be considered a voluntary resignation.

   Associates who are on FMLA as a result of a personal injury or illness will be required to submit a "return to work" notice from his or her physician before returning to work.

9. **Holding the Position Open -** Except for specified and limited circumstances, which will be provided in the FMLA notice, if applicable, Carhartt will make an effort to restore associates to their original or equivalent positions with equal pay, benefits, etc.

10. **Leave Termination Policy -** Associates who are unable to return to work following exhaustion of all leaves approved and/or available to them may forfeit reinstatement privileges and be separated from employment with Carhartt. Associates may be eligible to continue disability benefits (if applicable) if medical documentation supports the disability claim.

LEAVE OF ABSENCE (OTHER THAN FMLA) POLICY

If approved, Carhartt may offer leave benefits beyond what is required by law. Acceptable reasons for leaves of absence other than FMLA fall into one of the following categories:

- **Medical Leave** (for associates not eligible for FMLA: with less than one year of service or have worked less than 1,250 hours in the 12-month period prior to requesting the leave, or have exhausted their FMLA leave entitlement).
- **Parental Leave**
- **Military Leave**
- **Jury Duty**
- **Voting Leave (where applicable)**
- **Other Leave**

All leave of absence requests (other than FMLA, ADA, military leave, jury duty, and voting leave (where applicable)) will be considered for regular, full-time associates on a case-by-case basis. Managers will forward all such requests to Human Resources for final approval accompanied by the manager's recommendations. Associates are expected to request a leave of absence with as much advance notice as possible.

1. **Medical Leave** – Medical Leave of Absence is time off granted for associates with a serious medical condition who are not eligible for FMLA leave. This policy also applies to associates who have exhausted their allowed 12 weeks of leave under FMLA, and are unable to return to work after the expiration or have utilized the maximum 12 weeks allowed within the previous 12 months. This policy also applies to associates who may be entitled to leave of absence as a form of reasonable accommodation under the Americans with Disabilities Act. All medical leave of absence requests must be accompanied with the appropriate documentation from the treating physician to substantiate the medical condition, and are approved on a case-by-case basis.

2. **Parental Leave** – The Carhartt Parental Leave policy is intended to provide associates the opportunity to balance their work responsibilities and family lives by providing paid leave for parental bonding time upon the birth, adoption or placement for adoption. Parental leave runs concurrently with the federal Family and Medical Act (FMLA) leave entitlement and any applicable state leave entitlement.

   Details

   1. Eligible associates are provided up to 4 work weeks in a rolling 12-month period measured backward. The 12-month period begins with the first day of parental leave.
   2. Required leave must be taken consecutively, and can be part of a continuous reduced work schedule. Any Parental leave taken by an associate will run concurrent with FMLA and any applicable state leave entitlement.
   3. The Parental leave must be concluded within twelve (12) months of the birth or placement for adoption of a child.
   4. Associate's work week is the basis for entitlement. The associate's total paid Parental leave entitlement will be based on associate's normal work schedule.
   5. The maximum number of paid Parental leave days is based on the associate's scheduled work hours.

3. **Military Leave** – The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects all associates in a "uniformed service" who must take time off work for any voluntary or involuntary service duty. A military leave of absence may be short term, such as for annual training, or long term, such as when an associate is called to active duty. Under USERRA, an associate may take a military leave of absence for up to five years and be eligible for reinstatement upon completion of the associate's tour of duty.

   Upon return from military leave of absence, Carhartt will restore an associate to his or her original position or an equivalent position with the same seniority, status, or pay the associate would have retained if not required to take military leave.

   To be eligible for reinstatement after a military leave of absence due to being called to active service, the associate must contact Human Resources and apply for reinstatement. Application must be made within 15 days following release if the associate's service was 180 days or less. Application must be made within 90 days of release if the associate served for more than 180 days. Failure to timely apply for reinstatement after leave will be considered a voluntary resignation from employment.

   Associates must make every effort to provide reasonable notice to Carhartt with approximate beginning and concluding dates of training or service, either written or verbal, and must provide military orders. Although Carhartt is not required to pay associates while taking such a leave of absence, exempt associates who are on temporary leaves of less than one week will be paid. It is Carhartt's policy to continue associate's health insurance benefits through the leave, provided the associate pays the related premiums equal to the associate contribution rates in effect at that time, and any subsequent increase that may occur during the leave.

4. **Jury Duty** – If an associate is required to appear in court for a length of time longer than 5 working days, the associate must complete a leave of absence request. A copy of the court order or subpoena must be supplied to the associate's manager when requesting time off. All Carhartt associates are paid full wages during time spent on jury duty.

5. **Other Types of Leave** – A leave of absence for "other" reasons will be considered on a case-by-case basis.

Leave Certification Requirements
In order for Human Resources to consider a leave of absence, the appropriate documentation will be required to substantiate the leave request.

Wages
Unless otherwise specified, time used for a leave of absence will be on an unpaid basis. Holidays occurring during the leave will be unpaid.

Benefit Coverage
Associates will be eligible to continue their insurance coverage provided they pay the related premiums equal to the associate contribution rates in effect at that time, and any subsequent increase that may occur during the leave. However, Carhartt limits the period of company-subsidized benefits for a maximum of 12 weeks while on a leave of absence. If an associate has already utilized 12 weeks of leave in a 12-month period under FMLA and then applies for a continued leave, Carhartt will not subsidize

benefits past the expiration of FMLA. Associates whose benefits are terminated after exhausting the maximum 12 weeks of leave in a 12-month period will be offered COBRA to continue coverage. If elected, the associate will be responsible for 102 percent of the monthly cost to continue coverage. Company subsidized benefits coverage will be reinstated effective the date the associate returns to active duty.

Return to Work
Associates are expected to return immediately following the earliest of: the date upon which the anticipated duration of leave expires, or the date upon which the need for the leave ceases. Written notification by the associate of any changes in the anticipated duration of leave as well as intention to return or not to return to work is required for non-medical leaves. Written medical certification by the associate's health care provider is required for any changes in the anticipated duration of medical leaves.

***Please note -** In cases other than leave requested for military or jury duty, FMLA, or ADA, associates must understand the following: (a) the current job may be eliminated during the term of leave; (b) the vacancy created by the leave of absence may be filled by another associate; (c) in the event that the current job is eliminated or filled by another associate, the associate may be considered for other positions within the company that would be comparable to the former position; and (d) in the event that no such comparable position is or becomes available upon the termination of the leave of absence, the status will be changed to that of a terminated associate.

PROCESS FOR APPLYING FOR A LEAVE OF ABSENCE (LOA OR FMLA)

Carhartt has outsourced the administration of FMLA and other leaves to FMLA Source. The associate is responsible for requesting a new leave through FMLA Source. The request can be opened via:

- Website: www.fmlasource.com
- Smartphone App: FMLA Source Now
- E-mail: FMLACenter@fmlasource.com
- Phone: 1-877-GO2.FMLA (1-877-462-3652)
    - Live service: 7:30am – 9:30pm CT
    - Automated (IVR) phone system: 24 hours

FMLA Source will:

- Explain the leave process and applicable company policies to the associate
- Open a leave request in the FMLASource system
- Determine eligibility for FMLA, MLOA, Parental Leave, USERRA, or any other applicable state leave
- Seek authorization to contact the associate's health care provider(s), if needed, for verification, clarification, or incomplete/insufficient medical certification

Paperwork will be sent to associate within 5 business days of the request being made to FMLASource:

- Applicable paperwork will be sent to the associate via email or US Postal Service (it is up to the associate to choose their preferred method of correspondence)
- Paperwork will include, but is not limited to, items such as:
    - Leave request letter
    - "Your next steps" document

- Required rights and responsibilities document
- Blank medical certification form
- Short Term Disability claim information
- Employee Assistance Program information (Lyra)
- Return to work documentation

Associate or their health care provider must return the completed paperwork to FMLASource within 15 calendar days after issuance.

- FMLASource will notify associate by phone or email when paperwork is received
- It is the associate's responsibility to ensure that paperwork is submitted in a timely manner

Eligibility Decision is Rendered:

- Following review of all documentation, FMLASource will send a leave decision letter to the associate with their determination
- Leave requests may be approved, denied, or partially approved
- An associate's "next steps document" will outline what an associate needs to do following receipt of their eligibility decision

Associate must report Intermittent Leave Absences to Carhartt and to FMLASource as follows:

- To supervisor/manager prior to the end of the associate's current shift
- To FMLA Source within 24 hours of the absence via:
  - Website: www.fmlasource.com
  - Smartphone App: FMLA Source Now
  - E-mail: FMLACenter@fmlasource.com
  - Phone: 1-877-GO2-FMLA (1-877-462-3652)
    - Live service 7:30am – 9:30pm CT
    - Automated (IVR) phone system (24 hours)

Returning to work:

- Associate must notify FMLASource prior to returning to work
- Associate must provide the Carhartt Benefits department with a Return to Work Authorization form for any continuous blocks of leave taken

LEAVE TERMINATION POLICY

A request from an eligible associate for extended disability leave up to 365 calendar days may be approved for bona fide medical reasons, provided appropriate procedures are followed. Associates approved for an extended period of disability due to illness or injury may remain on leave of absence for a maximum period of 365 calendar days of combined leave with or without pay. Associates who are unable to return to work at the end of 365 calendar days may forfeit reinstatement privileges and be separated from employment with Carhartt. Associates may be eligible to continue disability benefits (if applicable) if medical documentation supports the disability claim.

CONTINUATION OF BENEFITS FOR TERMINALLY ILL ASSOCIATES

Carhartt will allow associates to continue their company-subsidized health benefits up to 12 months while on an approved leave if they are deemed terminally ill. If an associate provides physician documentation indicating the associate is not expected to live due to a terminal condition or illness, he

or she will be entitled to continue their health benefits for a total of 12 months from original date of leave/disability. This 12-month period includes the 12 weeks of benefits continued under the leave of absence policy. The associate must provide the required physician documentation to his or her Benefits Representative within the first 180 days of leave.

Eligible Benefits
The associate will be able to continue the following benefits under this policy: Medical Insurance, Dental Insurance, Basic Life Insurance (six months), and Optional Life Insurance (six months). The associate will be able to maintain applicable coverage for any dependents that are enrolled on the date the associate became disabled. When the six-month period for Life Insurance continuation expires, the associate will be given an opportunity to continue coverage with the vendor through the conversion or portability provisions. The Benefits department will provide information regarding this when appropriate.

Associate Benefit Premiums
The associate must continue to pay his or her portion of benefit premiums on a timely basis. If associates fail to pay their premium and are delinquent for 30 days or more, they will be given 15 days written notice that their benefits will terminate back to the date they originally became delinquent if payment in full is not received.

COBRA
If the 12 months of benefit continuation expires, the associate will receive COBRA notification from Carhartt's COBRA administrator in order to continue the medical and dental coverage for a monthly premium for up to an additional 18 months from the date benefits terminated.

BEREAVEMENT LEAVE

This leave provides the employee with the much needed time off to be with loved ones, make funeral arrangements, attend the funeral, and grieve the loss of an immediate family member. For the purposes of this guideline, the term "immediate family" shall mean the associate's spouse, child (including miscarriage), parent, grandparent, grandchild, siblings, or legal guardian. In-law relatives (i.e. brother/sister-in-law, son/daughter-in-law, father/mother-in-law, grandfather/grandmother-in-law) as well as step relatives (i.e. step-parent, step-child, step-sister/brother, step-grandparent) are included as "immediate family."

Regular full-time/part-time associates requiring such time off will receive the current rate of pay for not more than five (5) regularly scheduled working days for the death of an above mentioned "immediate family" member and not more than one (1) regularly scheduled working day for an aunt, uncle, niece, nephew, or great-grandparent. Additional time off without pay may be granted upon the approval of the supervisor or the Director of Human Resources. Associates who are on a leave of absence at the time of such death will not receive bereavement pay. If Bereavement falls on a corporate holiday, the holiday may be re-scheduled within 30 days of the recognized holiday. If Bereavement falls during a PTO leave, the appropriate time off will be considered Bereavement and the PTO time may be rescheduled for a later date. If needed, grief counseling is available through the Employee Assistance Program provider Lyra (1-877-221-0266 or Carhartt.lyrahealth.com).

JURY DUTY AND COURT APPEARANCES

Carhartt will grant regular, full-time associates time off for jury duty or court appearances as a witness when the associate must serve or is required to appear as a result of a court order or subpoena. A copy

of the jury duty request, court order or subpoena must be supplied to the associate's supervisor when requesting time off. Carhartt associates are paid full wages during time spent on jury duty only. All other court appearances are to be taken as PTO.

If the associate is required to appear in court for a length of time longer than 5 working days, the associate must complete a leave of absence request. Please review the Leave of Absence guidelines and contact the Benefits department for more details.

BENEFIT OPTIONS

Carhartt offers a comprehensive and competitive benefits package which includes but is not limited to: health coverage, dental coverage, vision coverage, life insurance, and short and long term disability coverage. Our offerings are frequently evaluated and enhanced to meet the needs of our associates. You can refer to the Total Rewards page on Carhartt Central, for additional information about the benefit programs and policies available to US non-union associates.

EDUCATION REIMBURSEMENT PROGRAM

Carhartt realizes the importance of education and offers a program to encourage adding knowledge and growth. To be eligible for Education Reimbursement all of the following criteria must be met:

- Full-time, non-union, associates are eligible the first of the month following 30 days of employment.
- An associate who has an effective performer rating on their most recent performance appraisal. Effective performer is defined as an associate who performs their duties and consistently meets the job requirements.
- An associate who meets either the Degree Approval criteria or the Course Approval criteria which can be found in Appendix A.
- The college or university must be accredited by a regional accrediting body, and the associate must receive college credit upon completion for each course.

An associate who terminates employment either voluntarily or involuntarily while in the process of completing an approved course will NOT be reimbursed for the cost of that course. Reimbursements will be given up to a maximum of $5,250 per calendar year for undergraduate courses.

See Appendix A for Education & Seminar Reimbursement procedures

SEMINAR ENROLLMENT PROGRAM

Carhartt recognizes the importance for associates to improve their skills and increase their knowledge through a variety of educational opportunities. Through the Performance Evaluation Process, a supervisor assesses what skills are critical to an associate's success. The Seminar Enrollment Program is a way to assist supervisors in developing these skills. Associates are encouraged to inquire about seminars that will improve their skills relative to their jobs or career interests. The Seminar Enrollment Program is also a tool that allows Human Resources and supervisors to track the seminars each associate attends and the quality of each. Please see the Appendix A for further procedures.

Testing fees for certifications must be paid by the associate. Certain circumstances may occur allowing for reimbursement of these fees, once passed. An associate's manager should be consulted to determine if an amount has been budgeted.

STUDENT LOAN REPAYMENT PROGRAM

Carhartt is proud to sponsor the Student Loan Repayment Program to assist U.S. associates who have obtained or are in the process of obtaining a degree from an accredited institution or trade school and have outstanding student loans. The program is also available to full-time and part-time associates who have a student loan for their child (Parent PLUS loan).

Through the program, Carhartt will make payments of $100 per month towards the principal portion of an associate's student loan. The $100 monthly benefit can only be received on one loan at a time, whether for an associate's own student loan, or a Parent PLUS loan. Full program details can be found on the Benefits page of Carhartt Central, Student Loan Repayment Program.

Questions regarding the Student Loan Repayment Program should be directed to your local benefits representative. In addition, Customer support for Tuition.io can be accessed via e-mail at: support@tuition.io or by phone at 855-353-9395.

ASSOCIATE DISCOUNT

The Associate Discount Plan is specifically designed as a benefit to associates of Carhartt and their families. The plan allows associates of Carhartt to purchase items from Carhartt at a discounted price. Associates are welcome to purchase items for family and friends. There is no limit to the amount of items that can be purchased as long as they are being purchased for personal use. The Associate Discount Plan is not to be combined or stacked with promotional offerings or clearance pricing. Associates receive the promotion or the associate discount, whichever is greater. It is against Carhartt policy for associates to purchase items for resale purposes.

Please refer to the Appendix B for Associate Discount procedures.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Carhartt understands that each of us will be faced with personal challenges in our lives. The EAP is a company-sponsored benefit provided by an independent organization available to all eligible associates and their immediate family members. The EAP at Carhartt is offered through Lyra – experienced counseling professionals, who are qualified and skilled in assisting people with a wide variety of issues and life challenges. Lyra can provide associates with personal coaching and professional assistance for many types of personal issues, including:

- Family concerns
- Marital/relationship conflicts
- Stress or other emotional difficulties
- Grief and loss issues
- Alcohol or other drug use

Using the EAP is easy. Visit Carhartt.lyrahealth.com or call 877-221-0266; 24 hours a day/7 days a week.

TECHNOLOGY

All personal computers and software furnished to associates are the property of Carhartt and are to be used as business tools. Information is an asset that Carhartt has a responsibility to protect. In order to

protect information and other technological assets, all Carhartt associates and anyone else with access to these items must comply with the Information Security Policy.

To ensure compliance with this policy, computer and other device usage will be monitored. Associates who use Carhartt computers, systems, or devices for personal or other non-business situations do so at their own risk and should have no expectation of privacy.

Carhartt maintains a workplace free of harassment and sensitive to the diversity of its associates. Therefore, Carhartt prohibits the use of computers or other technology in ways that are disruptive, offensive to others, or are harmful to morale.

USE OF DEVICES BY OVERTIME ELIGIBLE ASSOCIATES

Overtime eligible associates must adhere to all Carhartt Time Keeping and Overtime policies. As with other types of authorized work, all time spent by overtime eligible associates using electronic communications for work purposes will be considered hours worked; the time is compensable and will count toward overtime eligibility in accordance with Carhartt's policies and as required by law. Therefore, electronic communications should not be used outside regularly scheduled work hours unless required and pre-approved by management. This includes all types of work-related communications, regardless of device type used to access such communications or data.

Overtime eligible associates should not check for, read, send or respond to work-related e-mails, or access work related data or applications, outside their normal work schedules unless specifically authorized and approved based on job duties or direction by management to do so.

Overtime eligible associates using electronic devices for work-related correspondences, or to access work related data or applications, during unauthorized times may subject an associate to discipline for violating this policy.

CARHARTT PROVIDED MOBILE DEVICES (CELL PHONES)

The Carhartt mobile device guidelines applies to all exempt associates that require connectivity to Carhartt computer resources using a mobile device.

Personal Devices:
All exempt associates are eligible to receive email, calendaring and Carhartt connectivity through the Mobile Application Management available through IT. This can be requested by contacting the IT Service Desk (313-749-6565).

Corporate Devices:
Those associates in Director and above level positions will be provided a corporate device. For associates in positions below the Director level, management is responsible for evaluating the following criteria to determine eligibility:

- Expected to receive and be available after normal business hours on a consistent monthly basis for relevant business needs (work related events, meetings, customer support, etc.)
- Consistent travel between Carhartt facilities during normal business hours on a routine basis.

- Job requires more than 25% travel within a year.

Requests for corporate devices are made through CNOW (Carhartt service request platform). The choice of devices are pre-defined in our contracts with each carrier. If an associate would like a different device, they can elect to receive a stipend of $50 per month and arrange their own mobile service.
If the device is lost or stolen the associate or contractor must notify the Carhartt help desk immediately.
Upon separation of employment, the associate must return to their manager or HR all corporate devices assigned to them in working order.

Appropriate Use of a Carhartt Issued Cell Phone
Associates shall not use electronic equipment to create or convey offensive, harassing, vulgar, obscene, or threatening images or communications. Similarly, transmitting sexually oriented messages or images at work using company cell phones is forbidden. Calls to 900 numbers are not permitted. Appropriate internet usage is required for associates who have devices with access to the internet. Carhartt mobile device use is also governed by the Information Security Policy.

APPENDIX A – EDUCATION / SEMINAR PROCEDURES

The eligible non-union associate chooses either **Degree Approval** and / or **Education Reimbursement** and completes the application. With either Degree Approval or Education Reimbursement, there must be a direct relationship between the current or future position and the company must derive a direct benefit. Additionally, the college or university must be accredited by a regional accrediting body, and the associate must receive college credit upon completion of each course.

Carhartt's main criteria when reviewing submitted information is to determine if there will be enhanced effectiveness with the associate's current or future job. The appropriate approved application must be submitted to the Carhartt Benefits department prior to the beginning of the course(s). Once the form is received, the Benefits department will give final approval and send the associate confirmation of which courses have been approved.

Degree Approval

The *Request for Education Degree Approval Form* can be retrieved on Carhartt Central. Be sure to complete the application process within the required timeline. This should outline the courses the associate intends on taking. There may be courses that do not directly relate to the associate's particular position but are requirements for the degree. For example, Psychology 101 may be an elective that does not relate to the associate's position, but it is required for a Business degree. This course would be approved under Degree Approval, but may not have been approved for Education Reimbursement alone. Once the *Request for Education Degree Approval* is completed, the *Request for Education Reimbursement must* be filled out each semester for individual approval of courses.

Education Reimbursement Form

Course Approval (Part 1)

Individual, position-related courses must be submitted to the Benefits team for review. The course(s) must be related to the associate's current or future position and be directly related to Carhartt's business.

Reimbursement Approval (Part 2)

Once prior approval has been given and the associate has successfully completed the course(s), Carhartt will reimburse based on the grade received for each individual course. Reimbursement will be made for tuition expenses, any corresponding book, lab expenses, and/or required supplies. Registration or other fees are not reimbursable.

Reimbursements will be given up to a maximum of $5,250 per calendar year for undergraduate and graduate courses.

- "A" grade will be reimbursed at 90%.
- "B" grade will be reimbursed at 80%.
- "C" grade will be reimbursed at 70%.
- Completion of a "Pass/Fail" course with a "Pass" will be reimbursed at 50%.

An associate must be employed by Carhartt at the time the reimbursement is made.

Seminar Enrollment Process

Carhartt associates have the opportunity to further their learning experiences by attending external seminars with the approval of their supervisor and their department head. This process is managed within the associate's department and expenses associated with external courses, travel, etc. are to be charged to the associate's department.

APPENDIX B – ASSOCIATE DISCOUNT

Enjoying your discount on Carhartt products is easier than ever! We offer two options for purchasing Carhartt products at discount.

Associates are welcome to purchase items for family and friends using their personal funds. There is no limit to the number of items that can be purchased as long as they are being purchased for personal use. The Associate Discount Plan is not to be combined or stacked with promotional offerings or clearance pricing. Associates receive the promotion or the associate discount, whichever is greater. It is against Carhartt policy for associates to purchase items for resale purposes.

Option 1: Order product online via www.carhartt.com. Set up an account with your Carhartt email. Enter the current associate discount promo code. Promo codes will change quarterly. See your manager or Carhartt Central for the current code.

Steps for ordering from Carhartt.com:

1. Create an account on Carhartt.com using your Carhartt company email address (be sure you are logged in for ordering). Already have an account? Your Carhartt.com username will be converted to your Carhartt email address.
2. Fill your shopping cart
3. Click "Checkout Now"
4. Enter current promo code into the promo field on the right side of the cart and click "apply."
5. Review your discounts and enter your Credit Card or PayPal information to proceed with checkout. All orders over $25.00 will receive free ground shipping within the United States!

You will receive 50% off on most Carhartt clothing. Please note the following exceptions:

- Exclusive/Limited Edition, Test, or Closeout/Clearance products
- Associates are not eligible for promotional items, gift cards or gift with purchase (GWP) items
- A discount will be offered on licensed products, more information can be found on Carhartt Central or with your HR representative.

Discounted online ordering and promo codes are for associate use ONLY. All orders will be monitored.

Option 2: Purchase product at Carhartt owned retail stores. Associate must be present and must show Carhartt ID and driver's license.

How the Associate Discount is applied in our Carhartt-Owned Retail Stores

- Associates can purchase Carhartt merchandise in the retail stores at 50% off the original retail price or at the current selling price (with no additional discount), whichever is lower.
- Associates receive a 25% discount on licensed or non-Carhartt products (such as kids, belts, socks, gloves, etc.). PLEASE NOTE: Carhartt bags and boots are also 25% off at the stores but footwear can be purchased at a higher discount. Please refer to the Perks at Work Site for additional information.
- In order to receive the applicable discount, associates must be present in the store during the transaction and must provide a Carhartt ID along with a valid state ID / Driver's License. For associates without a Carhartt ID, a recent paystub and valid state ID / Driver's License must be produced. This includes retail associates making a purchase in a store other than their base store.

- Associates will pay at the register using the options (cash, credit, debit, etc.) available to customers at that store. When an associate discount is requested, a member of the store's leadership team (store manager, assistant store manager) must ring up the transaction for auditing purposes.
- Associates cannot make a purchase from a retail store over the phone using their discount and have the product shipped to them.
- There is no limit to how many items you can purchase for you and your friends and family as long as they are for personal use. You cannot purchase items for resale purposes.
- The Associate Discount Plan is subject to change. Please contact the Store Manager or Human Resources for additional information.

Visiting our Carhartt-Owned Retail Locations for Business Reasons
Carhartt associates and their guests who visit our Carhartt-owned retail stores should be mindful of some key policies put in place to ensure the safety and security of our team, customers, and product. Our stores are responsible for the same safety standards in place in our facilities and corporate office.

When visiting the store for business purposes (such as inviting business partners or using a conference room for a team of associates), the following policies will be enforced:

- Bags, coats, laptops, and briefcases must be stored off of the sales floor and in the storage unit designated for them. Generally, personal items will not be left in the conference rooms, green room, or in the overstock areas of the store.
- Group meetings (other than approved presentations of product or store walkthroughs) should take place in overstock or back office areas of the store – generally not on the sales floor.
- Associates visiting Carhartt owned retail locations may be asked to sign the visitor's log.
- Store teams are not allowed to use their phones on the sales floor to take calls or text messages. Appropriate care should be used by all associates to ensure the sales floor is an inviting place for customers to shop and be engaged by our sales team.
- Upon leaving the store, all associates must have their bags checked by a member of the store's leadership team. This includes bags or briefcases that they brought with them and any Carhartt shopping bags they may have accumulated during their visit.

Carhartt Work In Progress
To take advantage of this special offer, associates must first register on https://www.carhartt-wip.com/en using their Carhartt email address to receive a 25% discount (discount available only on full price items – no sale items will receive the discount). Free shipping is offered on orders over $150 U.S. dollars. (If you have registered in the past you may need to re-register as they updated their U.S. website and previous account details were deleted.)

APPENDIX C – SUBSTANCE ABUSE POLICY

Statement and Purpose - Carhartt is committed to providing a safe and productive work environment for all manufacturing and corporate associates. The use and/or misuse of controlled substances and/or alcohol jeopardize the health and safety of our associates. Therefore, Carhartt prohibits:

- The use, possession, sale or distribution of controlled substances on company premises and company time.
- Intoxication, impairment, or alcohol abuse during company time or at company sponsored events.
- Reporting for work under the influence of controlled substances or alcohol.
- The misuse of legal drugs on company premises or company time.

Any associate who violates this policy may be subject to disciplinary action up to, and including, termination of employment. Carhartt will withdraw an offer of employment made to any applicant who violates this policy.

Applicability - Unless stated otherwise, this policy applies to all union and non-union associates and applicants for employment with Carhartt.

Definitions

Controlled Substance - Any illegal drug under federal, state and/or local law (including prescription drugs not specifically prescribed for the associate).

Controlled substances include, but are not limited to:

- Marijuana
- Cocaine
- Opiates
- Phencyclidine ("PCP")
- Amphetamines (including methamphetamines)

NOTE: While the use of marijuana has been legalized under certain state laws for medicinal and recreational uses, it remains an illegal drug under federal law and its use as it impacts the workplace is prohibited. Employees may not consume or be under the influence of marijuana while on duty or at work, even if the employee has a valid prescription for medical marijuana.

Legal Drugs - Over-the-counter medications and medications specifically prescribed for an associate, including those containing alcohol such as cough suppressants, are considered legal drugs.

Positive Drug Test Result - The presence of any controlled substance above the company determined cut-off levels for which there is not an acceptable medical explanation.

Medical Review Officer ("MRO") - A licensed physician possessing knowledge of alcohol and drug abuse disorders. The MRO is primarily responsible for reviewing and interpreting positive results obtained by the laboratory. The MRO determines if alternate medical explanations could account for the positive test results. The MRO informs applicants of positive test results. The MRO will interview the individual and review the individual's medical history, which the applicant may choose to make available to the MRO. The MRO reports the final determination to Carhartt.

When Testing Occurs –

Pre-Employment and Transfer Testing – All job offers for associates who are classified as part of our Supply Chain or who work with or use machinery (outside of regular office machines) as a part of their responsibilities are conditional upon the applicant successfully passing a drug test. Drug testing shall not be scheduled, however, until such time as a job offer has been made. Once the offer has been made, the associate must take the drug test within two days of the request. Anyone found to have a positive pre-employment or transfer drug test, will not be hired or transferred, under any circumstances. Candidates for positions that are not a part of our Supply Chain or do not work with or use machinery are not subject to pre-employment drug testing. All Carhartt associates are subject to reasonable suspicion and post injury/accident testing regardless of location or position.

Transfer - If an associate transfers from union to non-union or non-union to union, he or she is subject to pre-employment drug testing. If the transferee tests positive, then the transferee will be suspended and follow the disciplinary process.

Post-Accident - If it is reasonably concluded that an associate may have caused or contributed to an accident or incident that resulted in a reported injury, property damage, or loss of production, that associate will be required to submit to drug and/or alcohol testing immediately after the occurrence, unless for medical reasons this is impossible.

Post-Injury - If an associate reports an injury and seeks medical treatment, that associate will be required to submit to drug and alcohol testing immediately after the occurrence, unless for medical reasons this is impossible. Drug and/or alcohol testing will only be required for acute traumatic injuries, not for cumulative injuries.

Acute traumatic injuries are defined as injuries in which a specific event caused the onset of the pain or injury. There may be times when an associate will be drug and alcohol tested due to the fact Carhartt will not have a diagnosis to make the determination and the decision will be based on the information received from the injured associate. Examples of cumulative injuries include, but are not limited to: carpel tunnel syndrome, trigger finger, de quervain syndrome, epicondylitis, and tenosynovitis.

A refusal to submit to a drug and/or alcohol test without an acceptable medical explanation will be considered a positive test. An Authorization Form must be completed, as in other testing situations, and a Chain of Custody Form provided as well.

Reasonable Suspicion Testing - Associates will be required, upon the direction of management, to submit to drug and/or alcohol testing when management has a reasonable suspicion that the associate has violated this policy. An Authorization Form must be completed, as in other testing situations, and a Chain of Custody Form provided as well.

Reasonable suspicion is based on factors that can be described and documented within the reasonable suspicion checklist to be completed by at least two members of management or designee(s). If the associate fails three or more of the observation checklist categories the associate will be called into an office or conference room within one hour of the observation and then the associate, accompanied by their direct manager or a designee, will be sent for drug and/or alcohol testing.

A refusal to submit to a drug and/or alcohol test will be recorded as a positive test result unless the associate provides an acceptable medical explanation throughout the appeal process.

Where Testing is Conducted - Carhartt works with a testing vendor in determining the appropriate local collection sites (Advanced Workplace Strategies, Inc.) for applicants to go for providing specimens. If any problems are encountered at a collection site, they should be reported to Human Resources or the company's testing vendor (714-731-3084) as soon as they occur.

Failure to Cooperate - If the applicant or associate refuses to cooperate with the collection process, the collection site attendant shall telephone testing vendor and shall document the non-cooperation on the drug testing custody and control form. A refusal to cooperate will be recorded and carries the same penalty as a positive drug test.

The initial test shall use an immunoassay, which meets the requirements of the U.S. Food and Drug Administration for commercial distribution. All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS). All confirmations shall be through quantitative analysis. Concentrations that exceed acceptable levels shall be documented in the laboratory record.

Medical Review Officer's (MRO's) Review and Report - The MRO shall review confirmed positive results. An essential part of the drug testing program is the final review of confirmed positive results from the laboratory. This review shall be performed by the MRO prior to the transmission of the results to Carhartt. Prior to making a final decision to verify a positive test result for an applicant/associate, the MRO shall give the applicant/associate an opportunity to discuss the test with him/her. The MRO shall contact the applicant/associate directly, on a confidential basis, to determine whether the applicant/associate wishes to discuss the test result. A staff person under the MRO's supervision may make the initial contact and a medically-licensed or certified staff person may gather information from the applicant/associate. The MRO shall talk directly with the applicant/associate before verifying a test as positive.

If, after making reasonable efforts and documenting the efforts, the MRO is unable to reach the applicant/associate directly, the MRO shall contact the appropriate Carhartt representative who shall direct the applicant/associate to contact the MRO prior to starting work.

If, after making all reasonable efforts, Carhartt is unable to contact the applicant/associate, the applicant may be designated as temporarily medically disqualified.

The MRO may verify a test as positive without having communicated directly with the applicant/associate about the test in two (2) circumstances:

- The applicant/associate expressly declines the opportunity to discuss the test;

- The designated employer representative has successfully made and documented a contact with the applicant/associate and instructed the applicant/associate to contact the MRO and more than five (5) days have passed since the date the applicant/associate was successfully contacted by Carhartt.

If a test is verified positive because the applicant/associate has not made contact with the MRO within five (5) days of notification to do so by Carhartt, and serious illness, injury, or other circumstances unavoidably prevented the applicant/associate from timely contacting the MRO, this information should be presented as soon as circumstances permit. The MRO, on the basis of such information, may reopen

the verification, allowing the applicant/associate to submit, for consideration, a legitimate explanation for a positive test.

Communication of Results – The lab will send all results to the MRO, who will contact the applicant/associate who tests positive. If the applicant/associate does not offer an acceptable medical explanation for the positive test result, the MRO will report to the company's testing vendor the positive result. The testing vendor will transmit the positive result to the appropriate Carhartt representative and also to Human Resources for monitoring of the policy requirements. The Carhartt representative will contact the applicant/associate to discuss how the test result will affect employment. If the MRO deems the medical explanation to be acceptable, he or she will report to testing vendor a negative result. The MRO will communicate all negative results to the testing vendor.

Test Result Implications

Discipline - Appropriate Carhartt representatives will be notified once an associate is found to have violated the company's substance abuse policy by receiving a confirmed positive test result from the Medical Review Officer.

At that time, the appropriate Carhartt representative shall immediately suspend the associate without pay for four full work weeks and recommend to the associate seek rehabilitation on his or her own.

After that suspension, the associate will be allowed to take a return-to-duty drug test. If the results are negative, the associate may return to work. After returning to work, the associate may be randomly tested for a period up to 24 months.

Options for Associates Who Test Positive

Associates who wish to exercise their options regarding a positive test result shall proceed as follows:

1. An associate who wishes to appeal a positive result has seventy-two (72) hours from receipt of notification of the positive test result from the MRO to specify in writing, to the MRO, that he/she wants the specimen sample tested at another NIDA certified lab. It is the associate's responsibility to arrange for payment with the MRO.

2. If the associate is unable to contact the MRO within seventy-two (72) hours, the associate may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the associate from timely contacting the MRO.

Records - All records relating to drug testing, including results shall be kept in the secure Member Area of the testing vendor's database. Applicants/Associates may request copies by providing a written request to our testing vendor.

APPENDIX D – FRINGE BENEFIT TAXATION

This outline provides an overview of fringe benefits commonly offered to Carhartt associates. A fringe benefit is a form of pay for the performance of services (including property, services, cash or cash equivalent) in addition to stated pay. The general rule is that all fringe benefits are taxable and must be included in the recipient's pay unless the law specifically excludes it.

Moving Expenses

All moving expenses are taxable. This includes, but is not limited to:

- Any lump sum payments made directly to the associate
- House hunting trips
- Cost of meals while traveling from the old home to the new home
- All relocation expenses relating to the transportation of household goods (i.e.: moving company bill) and the associate's travel and lodging expenses incurred during the actual move from the old residence to the new residence are considered taxable benefits
- Temporary housing related to a permanent move

Temporary Assignment/Housing Not Related to a Permanent Move

- If temporary housing is used and lasts less than one year, it is treated as a business expense and is not taxable to the associate.
- If temporary housing is used and lasts more than one year, the cost of the housing may be taxable to the associate. Contact accounting to determine taxability in the event that this situation may arise.

Gifts - Gifts are always included in income and withholding is required unless they qualify under the de minimis fringe rules.

- A de minimis fringe benefit is considered to have a fair market value so small it is impractical and unreasonable to account for, and is therefore non-taxable. Another factor in determining whether or not a gift falls under the de minimis rules is how often the benefit is provided.
- Examples of de minimis fringe benefits include:
  - Employer provided meal
  - Personal use of a copy machine
  - Occasional typing of a personal letter
  - Occasional company party or picnic
  - Holiday gifts (i.e. – turkey, ham)
  - Flowers
  - Gift certificates/gift cards (taxable)

Note: Cash, cash equivalents, gift cards, gift coupons, or gift certificates are always considered a taxable item and do not fall under the de minimis fringe rules.

Bonus - Sign on bonuses are always taxable at the higher supplemental income tax rate.

Company Vehicle

- Personal use of a company provided vehicle is taxable. Commuting to and from the office is considered personal use.
- The business use of a company provided car is non-taxable.

Group Term Life Insurance

- The value of Group Term Life Insurance in excess of $50,000 is taxable. The determination depends on a person's age and the related value of the coverage when compared to the

associate's contribution. If the coverage is taxable, the amount will be included in an associate's regular paycheck.
- Group Term Life Insurance with a value of $50,000 or less is non-taxable.

Working Condition Fringe Benefits are non-taxable
- Product-testing goods
- Job related training expenses
- Qualified associate discount

Education Reimbursements
- Approved job related education expenses are excluded from the associate's income up to $5,250. This amount is based on IRS rules and is subject to change.

Prizes and Awards
- Length of service awards not exceeding $400 for any one person is non-taxable.
- Safety Awards – In order for safety awards to be considered achievement awards and be non-taxable the following criteria must be met:
    - Excluding de minimis fringe awards, not more than 10% of all associates may be entitled to a safety award.
    - Professional, administrative, and clerical associates are not eligible for safety awards.
    - Cash, cash equivalents, gift cards, gift coupons, or gift certificates are always considered a taxable item and are not considered tangible personal property.

Student Loan Repayment Program
- The monthly loan payment made by Carhartt for associate student loans will be considered tax-free. This tax-free treatment is currently in effect through the end of 2025.
- Monthly loan payments made by Carhartt for loans related to a family member or spouse will be considered imputed income and will be subject to federal, state, FICA, and local withholding taxes as applicable. Carhartt is required to include student loan contributions made through the administrator on your Annual Wage Statement, Form W-2.

APPENDIX E – KENTUCKY ADDENDUM

VOTING LEAVE

Kentucky associates may take a reasonable amount of unpaid time off to vote in local, state, and national elections in accordance with Ky. Rev. Stat. Ann. § 118.035(2). Except where doing so would be infeasible, associates are expected to vote prior to or after their regularly scheduled shifts. Any associates who to take voting leave should, however, notify his or her supervisor of the need for voting leave as far in advance as possible (at least immediately on arriving at work on the day of the election), so that management may schedule voting times to minimize disruption of Carhartt's business. Taking voting leave and then failing to vote, unless the failure was unavoidable through no fault of the associate, will subject the associate to disciplinary action. Requesting or taking more voting leave than is actually necessary to exercise the right to vote will subject the associate to disciplinary action.

WEAPONS POLICY

Carhartt prohibits all associates from possessing any weapons of any kind at the workplace, while engaged in activities for Carhartt, and at Carhartt-sponsored events. For purposes of this policy the workplace is defined to include Carhartt's buildings and outdoors areas. An associate may store a firearm for which the associate has a valid permit or is legally authorized to carry in a locked personal vehicle while parked in Carhartt's parking areas. The firearm must be hidden from plain view or locked within a case in the associate's vehicle.

The associate may not transport or store any firearms in any Carhartt-owned vehicles even if the associate has a valid permit or is legally authorized to carry a firearm.

An associate who is prohibited by state or federal law from possessing or carrying a firearm may not store any firearm in their vehicle while parked in Carhartt's parking areas.

For the purposes of this policy, "weapons" are: all firearms and associated ammunition including handguns, rifles, shotguns, air pistols, pellet guns, paintball guns, BB guns, stun guns, Tasers, automatic guns of any kind, bows and arrows, cross-bows, or any kind of projectile throwing device. Other devices that are considered weapons for the purposes of this policy are any knives longer than 3 inches, swords, explosives, or any type of instrument or chemical designed or intended to inflict harm or injury on another person.

Any associate who is aware of a weapon of any type or form at the workplace, or with a Carhartt associate off-site at a work function, has an obligation to report this information immediately to his or her manager, Human Resources, or Security. Carhartt reserves the right to conduct reasonable, unannounced searches of the workplace and personal searches of associates and others while entering, on, or leaving company buildings, including, but not limited to, personal effects, lockers, desks, tool boxes, clothing, and baggage. Persons found to be in possession of any type of weapon or ammunition at the workplace will be subject to disciplinary action, up to and including termination.

APPENDIX F – TENNESSEE ADDENDUM

VOTING LEAVE

Tennessee associates may take up to three hours off from work, with pay, to vote in accordance with Tenn. Code Ann. § 2-1-106. Carhartt may determine which hours the associate may take off to vote. An associate will not be entitled to paid time off to vote if his or her work schedule begins three hours or more after the polls are open or ends three hours or more before the polls close. The associate must notify his or her supervisor by noon the day before the election if he or she wishes to take time off to vote.

WEAPONS POLICY

Carhartt prohibits all associates from possessing any weapons of any kind at the workplace, while engaged in activities for Carhartt, and at Carhartt-sponsored events. For purposes of this policy the workplace is defined to include Carhartt's buildings and outdoors areas. An associate may store a firearm for which the associate has a valid permit or is legally authorized to carry in a locked personal vehicle while parked in Carhartt's parking areas. The firearm must be hidden from plain view or locked within a case in the associate's vehicle.

The associate may not transport or store any firearms in any Carhartt-owned vehicles even if the associate has a valid permit or is legally authorized to carry a firearm.

An associate who is prohibited by state or federal law from possessing or carrying a firearm may not store any firearm in their vehicle while parked in Carhartt's parking areas.

For the purposes of this policy, “weapons” are: all firearms and associated ammunition including handguns, rifles, shotguns, air pistols, pellet guns, paintball guns, BB guns, stun guns, Tasers, automatic guns of any kind, bows and arrows, cross-bows, or any kind of projectile throwing device. Other devices that are considered weapons for the purposes of this policy are any knives longer than 3 inches, swords, explosives, or any type of instrument or chemical designed or intended to inflict harm or injury on another person.

Any associate who is aware of a weapon of any type or form at the workplace, or with a Carhartt associate off-site at a work function, has an obligation to report this information immediately to his or her manager, Human Resources, or Security. Carhartt reserves the right to conduct reasonable, unannounced searches of the workplace and personal searches of associates and others while entering, on, or leaving company buildings, including, but not limited to, personal effects, lockers, desks, tool boxes, clothing, and baggage. Persons found to be in possession of any type of weapon or ammunition at the workplace will be subject to disciplinary action, up to and including termination.



Information Security Policy

Acceptable Use

Latest Version: 3.1

Last Updated: 4/1/2022

Approved by: Duane Hopkins

Approved on: 5/1/2022

Review Frequency: Annually

Next Review Date: 04/2023

Revision History

Version Number	Date Updated	Revision Author	Brief Description of Changes
1.0	1/13/2017	Tim Masey	Creation
2.0	5/11/2018	Tim Masey	Added Data Privacy & Retention sections after review with outside counsel
3.0	10/15/2019	Duane Hopkins	Added section 21 on mobile device use & added Privacy section on GDPR, CCPA
3.1	5/1/2022	Duane Hopkins	Additional language updates and sections additions

Information Security Acceptable Use Policy:

The Information Security Acceptable Use Policy and standards apply to all forms of information including the following:

- Speech, words were spoken face to face or through mobile devices
- Communications sent by post/courier, fax, electronic mail
- Hard copy data printed or written on paper
- Information stored in manual filing systems
- Stored & processed via servers, desktops, laptops, or mobile devices
- Stored on any type of removable media, such as CDs, DVDs, tape, USB-connected devices (memory sticks, mobile devices, cameras, etc.)

This Information Security policy will be reviewed annually by the appointed governance team. All formal requests for changes should be submitted to the Cybersecurity Leadership.

Failure to comply with this Information Security Policy may result in disciplinary or remedial action, up to and including termination.

Carhartt transmits, processes, and stores confidential and personal information concerning private individuals, employees, contractors, and 3rd parties. As a Carhartt associate/contractor/3rd party, you have a responsibility to safeguard information and follow the data classification protection tables listed in Appendix 1 below.

Please refer to the Associate Handbook for further details and guidance on acceptable use or contact the Human Resources department for more details.

Associate Responsibilities

- All associates and contractors will complete at the start of their employment and annually, a security awareness training course or approved associated activity. This will include a review and acceptance of this policy. Any non-acceptance of this policy will be forwarded to Human Resources & Legal for employment review and determination.
- All associates and contractors assigned a Carhartt computer asset, will be responsible for the maintenance and protection of those assets, including the software and information processed. The assets are to be used for business purposes only and may be monitored by the Information Technology department, in accordance with applicable law.
- All associates and contractors will not use Carhartt computer assets for any form of harassment, create disruption or be offensive to others in any manner. The computer assets will also not be used for personal mass mailings, solicitations or to gain access to inappropriate sites.
- Unauthorized software is not allowed on any Carhartt computer assets. Request for non-standard software can be provided by contacting the Information Technology department and reviewed by the Cyber Security Team.
- When leaving their Carhartt-provided workstation (desktop or laptop) all associates or contractors will lock their screens (via Windows button L or Ctrl-Alt-Delete, Lock this computer) to prevent authorized access under their credentials.
- Carhartt information (as defined by the Data Classification table – Appendix 1 & 2) shall be protected from unauthorized use or disclosure at all times. Carhartt information must not be released to the public without prior approval from management and/or Marketing & Public Affairs departments.
- When associates and contractors are responsible for the processing of payment information they will adhere to the PCI DSS.

Management Responsibilities

- Management must notify the HR and Information Technology departments when an associate or contractor terminates or transfers positions within the organization.
- Management must ensure that all computer assets will be accounted for and have an assigned owner.
- Management must notify the HR department regarding any associate or contractor that is suspected of abusing Carhartt-provided computer assets, accessing inappropriate sites, or conducting suspicious activity on the Internet.
- Segregation of duties will be implemented, where appropriate, to reduce the risk of negligent or deliberate system misuse.
- Whenever separation of duties is not technically feasible, other compensatory controls will be implemented, such as monitoring of activities, audit trails, and management supervision.
- Management must ensure appropriate legal or business markings that communicate ownership and rights. Such markings include a classification label, copyright notice, trademark (i.e. logo or image) of the Carhartt business unit, and signature or name of the Carhartt business unit.
- Management will ensure that personnel on-boarded with computer access through a supplier agreement will complete security awareness training and that a Master Services Agreement (MSA) is in place.

Password Management

1.1 Each associate will be assigned a unique login account and password for network, systems, or applications. Where possible a single-sign-on technology may be used to consolidate or reduce logins and passwords.

1.2 Passwords should not be written down, shared with anyone, or stored physically, but can be stored in an electronic vault (software provided by Carhartt).

1.3 Passwords will be reset or changed if there is any suspicion that the password could be compromised or become a risk to the organization.

1.4 The following password settings will apply to all networks, systems, and applications.

1.3.1 A minimum length of 10 characters is required.

1.3.2 Passwords must contain at least one numeric & alpha character, along with at least one special character.

1.3.3 Passwords will be required to change every 90 days.

1.3.4 Login accounts will be locked after 5 unsuccessful attempts and require associates to contact the help desk or use self-service technology to reset their password.

1.3.5 The same passwords cannot be re-used for 24 months.

2. Email Use

2.1 Carhartt provides email access intended for company purposes only. All email communications are not considered private information and may, to the extent permitted by applicable law, be subject to review, auditing, or monitoring.

2.2 Email usage guidelines

2.2.1 Always include a subject line

2.2.2 Only use "reply-all" when necessary

2.2.3 Don't open any attachments you were not expecting or click on links without verifying they are pointing to the correct website.

2.2.4 Do not forward inappropriate emails but notify HR of the sender.

2.3 The associate should report any phishing attempts or suspicious messages using the report phishing button to help the Cyber Team respond to the activity. Reporting the activity is necessary to stop, identify, and build awareness that will dramatically reduce the risk and impact for Carhartt. Any questions on reporting phishing should be directed to the Cybersecurity team via the cybersecurity@Carhartt.com address.

3. Internet Use

3.1 Carhartt provides Internet access intended for company purposes only. Internet communications are not considered private information and may, to the extent permitted by applicable law, be subject to review, auditing, or monitoring. If suspected illegal activity is detected, this can require a law enforcement investigation.

3.2 Carhartt will utilize a website filter that will block sites based on their categorization; such as adult/mature content, controlled substances, gambling, humor/jokes, malicious, pornography, suspicious, violence/hate/racism, etc.

3.3 The display of any kind of sexually explicit image or document on any Carhartt system is a violation of our policy on sexual harassment. In addition, sexually explicit material may not be viewed archived, stored, distributed, edited, or recorded using Carhartt computing resources (this includes all network connectivity).

3.4 Software or files downloaded via the Internet onto Carhartt computer devices become the property of Carhartt. Files and software are to be used in accordance with their licenses or copyrights and are subject to the Information Technology department's approval.

3.5 Prohibited activities include: downloading or distributing pirated software or data, propagating any virus, worm, Trojan, trap-door program code, or other malicious software.

3.6 Disabling, or overloading any computer system or network to circumvent any security system intended to protect the privacy or security of another user is prohibited.

3.7 Associates may use their Carhartt Internet connectivity for non-business research or browsing during mealtime or other breaks, or outside of work hours, provided that all other usage policies are adhered to.

3.8 Associates with Internet access must take particular care to understand the copyright, trademark, libel, slander, and public speech control laws of all countries in which Carhartt maintains a business presence.

3.9 Associates with Internet access may not upload any software licensed to Carhartt or data owned or licensed by Carhartt without explicit authorization. This includes information uploaded to shared document services, only approved shared document services will be accessible.

3.10 Any information sent via Internet communications (email, chat, text, etc.) that is deemed sensitive or confidential must be encrypted.

4. Social Media Use

Social media security protection focuses on our brand, reputation, customers, and associates from threats. Carhartt information that is private, confidential, or sensitive should not be posted online. Chats should be professional on personal devices.

4.1 When posting, make it clear to the readers that the views expressed are the associates alone and that they do not necessarily reflect the views of Carhartt. Associates are not authorized to make comments on behalf of Carhartt.

4.2 Do not utilize Carhartt's logo without permission from your supervisor and Marketing.

4.3 If you endorse a Carhartt product, you must identify yourself as an associate of Carhartt.

4.4 Do not disclose any information that is confidential or proprietary to Carhartt and/or any third parties.

4.5 Do not make defamatory, harassing, or indecent statements about Carhartt's associates, clients, partners, affiliates, and others, including competitors.

4.5.1 If your profile identifies you as an associate of Carhartt, Carhartt's Code of Conduct will apply to your online content. Your online content should reflect the core values of Carhartt and not reflect poorly on Carhartt's reputation or its business. It is expected that associates respect others by not posting ethnic slurs, sexist comments, discriminatory comments, insults, or obscenities on social media.

4.5.2 If you are a manager or leader regardless of if you identify as a Carhartt associate on social media, you are held to a higher standard and ethnic slurs, sexist comments, discriminatory comments, insults, or obscenity will not be tolerated.

4.6 If you are a manager or leader, do not use social media as a tool to endorse, evaluate or comment on an associate's performance.

4.7 If an associate's use of social media is seen as compromising Carhartt or is in violation of company policies, Carhartt may request the associate discontinue such commentary and the associate may be subject to disciplinary action up to and including termination.

4.8 Social Media Security

4.8.1 File sharing on social media platforms shall not be allowed and will follow the corporate policies on file sharing.

4.8.2 Professional profile management should not expose sensitive information that could be used against the organization. (Example-systems information, etc.)

4.8.3 Passwords should meet our corporate password standards for all social media platforms. The social media team will also be expected to update credentials for all social media accounts regularly (every 90 days).

4.8.4 Access to social media will be assigned based on job responsibilities. Temporary access will be granted on a case by case request. All-access requests to Carhartt social media

accounts should be sent to the Identity and Access Management Team along with the cybersecurity team for awareness and approval.

4.8.5 Mobile access apps to social media platforms and tools should be approved and reviewed by cyber security. Application and access to social accounts on mobile devices must be secure on devices by following our corporate mobile device management policy and tools before allowing access.

4.8.6 Annual training will be conducted by the cybersecurity team to include trends and news that will be posted on Carhartt Central along with any changes in the requirements and procedures.

4.8.7 Monitoring, auditing, and testing of Carhartt's social media sites will be conducted on all *public communication platforms. The activity will include any comments, aggressive or inappropriate direct messages (DMs) or mentions, suspicious links, repeated messages from unknown sources, fraudulent accounts impacting the brand, and fake accounts from customers, prospects, candidates, and malicious attackers. All reports of suspicious behavior should be reported to the cyber security team, logged, and reviewed.*

4.8.8 *Associates should report to cybersecurity any unusual behavior to the Carhartt social media platforms related to scams, phishing, malicious links, malware, compromised credentials, inappropriate or "off-brand" posts.*

4.8.9 Permission

4.8.9.1 All communications posted from our corporate social media channels or by our brand representatives must follow the provisions made in our corporate privacy policy.

4.8.9.2 All posts from our corporate platforms must be reviewed and approved by the social media team.

5. Faxes & Copies

5.1 All copy, fax, or multi-purpose machines are intended for business purposes only. They should not be used for personal reasons.

5.2 Do not leave any sensitive or confidential documents near copy, fax, or multi-purpose machines.

5.3 Inbound faxes should be treated as private correspondence and routed directly to the named recipient.

6. Access

6.1 Access to all information will be controlled.

6.2 Access to information and information systems will be granted on a need-to-know basis driven by business requirements. Access will be granted or arrangements made for employees, contractors, and suppliers according to their role, only to a level that will allow them to carry out their duties.

6.3 A formal request within CNOW to the Cyber Security Identity and Access Management Team should be submitted for approval for all information systems and services at Carhartt. Once the request is granted the access will be implemented according to the approved Carhartt role and

responsibility of the associate. Special access and temporary access requests will be requested and approved on a case-by-case basis by the Cyber Security Identity and Access Team.

7. Remote Access

7.1 Carhartt associates or contractors may have the ability to connect via remote access technologies to the company network resources.

7.2 All remote access connections require an encrypted transmission that meets current industry standards and compliance.

7.3 All remote access will require a two-factor or multi-factor authentication to connect. This means all associates or contractors will have a token and/or pin previously established to enter for remote connectivity.

7.4 If the associate or contractor is connecting from a home or public computer then a security review for malware, viruses, exploit-kits, anti-virus & firewall protection will occur before granting access. This may delay the connectivity while in progress, but ensures the protection of Carhartt information resources.

7.5 Connection from a home WiFi must have minimal protection such as using WiFi Protected Access version 2 (WPA2) with a passphrase known only to the home network administrator.

7.6 Any rogue access point (rogue AP) shall not be permitted to be installed on the Carhartt physical wired and wireless network infrastructure without the consent and approval from the Carhartt Cyber Security Team. Only approved access points will be configured by the network infrastructure team after approval is granted. Carhartt Cyber Security Team will be monitoring and alerted on any detected rogue access point that would enter the Carhartt network.

7.7 Remote work should have a quiet, distraction-free workspace, adequate internet connection, and should adhere to the Carhartt policies around confidentiality, data protection, and cybersecurity.

7.8 Carhartt's associates, contractors, vendors, and agents with remote access privileges to Carhartt's corporate network and applications will follow the same on-site connections to Carhartt guidelines for secure remote connection. Remote connection should have the most up-to-date anti-virus software, and security software, which includes any personal devices before the connection is allowed. Associates will ensure that they are using secure connections when accessing any Carhartt system along with the use of strong passwords/phrases. Associates handling data should be using safe data security practices when handling sensitive data. When moving sensitive data outside of our systems and to third-party relationships, associates must use encryption for secure communication.

All computers that are connected to the Carhartt network must have the standard supported anti-virus software installed and scheduled to run at regular intervals. In addition, the anti-virus software and the virus definition files must be kept up-to-date.

All devices are to be configured such that they schedule regular updates from the Network Services centralized anti-virus servers.

Macintosh systems are to be configured to schedule regular updates from the software manufacturer.

Any activities to create and/or distribute malicious programs into Carhartt's network (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.) are prohibited.

Virus-infected devices will be removed from the network until they are verified as virus-free.

8. Supplier Responsibilities

8.1 Carhartt will provide a Masters Service Agreement (MSA) for suppliers that must be ratified before services are rendered. If the supplier will not complete the MSA then contractual arrangements to provide similar coverage of terms must be incorporated into an agreement.

8.2 For new critical suppliers a review of their technology risks will be completed by IT and evaluated by the Carhartt legal team and appropriate relationship owners.

8.3 Suppliers must comply with all regulations and compliance when handling payment information or personal information from Carhartt

8.4 Suppliers that have access to or process personal information subject to data protection law on behalf of Carhartt must work with Carhartt's legal department to complete the Carhartt Data Protection Agreement (DPA) or have a similar agreement that complies with applicable law and which indicates they will be compliant with applicable regulations.

9. Security of Personal Information

9.1 Carhartt processes transmit, and stores personal information only for specific and pre-defined purposes that have been notified to the concerned individuals in a privacy notice before Carhartt processes their personal information.

8.2 Personal information is any information relating to an identified or identifiable natural person, including but not limited to the following first & last name, street address, city & state, Carhartt or other email address, state, country, or national identification number (including passport), driver's license number, phone number, birth date (month, day, year).

9.3 Access to personally identifiable data shall be limited to personnel who need access and appropriate security should be in place to avoid unauthorized sharing of information.

9.4 All Carhartt associates, contractors, and 3rd parties acting under Carhartt's authority who have access to personal information must only process this information in accordance with Carhartt's instructions and are responsible to safeguard personal information and follow the data classification protection tables listed in Appendix 1 &2 below.

9.5 At Carhartt, personal information is stored in Human Resource systems and selected Internet sites (Cloud providers). Plus, personal information will be stored in directory services

(such as Active Directory) which is automatically replicated across the Carhartt network (multiple countries) and synchronized with Microsoft cloud-based services to provide authentication and authorization services for associates and contractors.

9.6 When personal information is stored in files; such as Word, Excel, PDF, or PowerPoint it must be protected based on the data classification table listed below. Periodic checks of the protection will be conducted by the cybersecurity team.

9.7 Transmission of personally identifiable data shall be done using secure methods to ensure the protection of the data in transit. Personal information should not be sent in emails or instant messaging technologies unless authorized by management or Human Resources.

9.8 When using emails or instant messaging to send personal information, message encryption must be used to protect the information.

9.9 All printed materials that contain personal information of associates, contractors, consumers, or customers must be locked in cabinets or desks after normal business operating hours.

9.10 When personally identifiable data is deleted this should be done safely such that the data is irrecoverable.

9.11 Appropriate backup and disaster recovery solutions shall be in place to protect personally identifiable data.

9.12 Reporting of any suspicious behavior on personal data shall be reported to CyberSecurity Leadership and/or the Data Privacy Officer (DPO).

9.13 All concerns regarding data privacy should be sent (via email) to the Cybersecurity Leadership/ Data Privacy Officer (DPO) or Human Resource representative and a reply to the concern will be sent within 30 days and an internal investigation will be conducted.

- A data protection officer (**DPO**) is to ensure that the organization processes the personal data of its staff, customers, providers, or any other individuals (also referred to as data subjects) in compliance with the applicable data protection rules.

10. Information Retention

10.1 Personal information of associates and contractors will be retained securely by Carhartt for 10 years following the end of the associates' or contractors' contractual relationship with Carhartt unless a longer or shorter retention period is required by applicable law.

10.2 Personal information of consumers or customers will be retained securely by Carhartt for as long as the customer or consumer has an active relationship with Carhartt (e.g., an active account on Carhartt's website), and for a period of 10 years thereafter unless a longer or shorter retention period is required by applicable law. This will include audit data concerning consent agreements and privacy policy acknowledgment.

10.3 Email and chat messages sent and deleted folders will be retained for a period of 90 days unless an associate or contractor has been placed on a legal hold related to potential litigation.

11. File sharing and storage

11.1 Application and Data storage should only use approved storage locations to store Carhartt data from any corporate or personal device. Personal cloud accounts or applications should never be used to store Carhartt data.

11.2 Storage of any sensitive or confidential data as it relates to Appendix 1 & 2 should be transmitted and stored using the encryption standard set by the cyber security team. Data risk and protections will set stringent guidelines that will protect Carhartt's sensitive data.

11.3 Attachments that are sensitive or confidential via email, Storage Share (OneDrive), Chat (Teams), and Text, should be protected & encrypted when shared with Third Parties.

11.4 Data loss security monitoring of sensitive data to protect data in transit, monitors data in transit and data at rest in your storage areas such as laptops, desktops, mobile phones, or other devices can result in a user alert or block in transmission when moving sensitive data.

11.4 Access to data shall be as it relates to their job responsibilities. Secure access and privilege access shall be for authorized users to ensure that users only access data that they need to complete their jobs.

11.5 Data that must be moved within Carhartt should be transferred only via business-provided secure transfer mechanisms (e.g. encrypted USB keys, corporate file shares, corporate email, etc). You should not use other mechanisms to handle data transfers and storage devices unless approved by the cyber security team.

11.6 Any information being transferred on a portable device (eg. USB stick, enclosure) must be encrypted in line with Carhartt Cyber Security standards. Storage devices must be approved for use by the Cyber Security team before use.

12. Mobile Device Use & Mobile Security, Restrictions, Loss or Damage, and Recordings

Please refer to the Associate Handbook for further details and guidance on acceptable use or contact the Human Resources department for more details.

- **Link to the** Mobile and BYOD Policy

Appendix 1

#	Data Elements	Data Classification USA	Data Classification Outside USA
1	Bank Account Number or other financial account numbers	Highly Confidential	Highly Confidential
2	Credit/debit card account number	Highly Confidential	Highly Confidential
3	Social Security number / Social Insurance number	Highly Confidential	Highly Confidential
4	Passwords, passphrases, PIN numbers, security codes, access codes	Highly Confidential	Highly Confidential
5	Health Information: Diagnosis and Treatment Information	Highly Confidential	Highly Confidential
6	Health Information: Account Numbers	Highly Confidential	Highly Confidential
7	Health Information: Medical Record Numbers	Highly Confidential	Highly Confidential
8	Passport number	Highly Confidential	Highly Confidential
9	State Identification Card Number (e.g. Driver's License, State ID card)	Highly Confidential	Highly Confidential
10	Credit/debit card expiration date	Highly Confidential	Highly Confidential
11	Credit/debit card security code	Highly Confidential	Highly Confidential
12	Credit/debit card verification number	Highly Confidential	Highly Confidential
13	Disability information	Highly Confidential	Highly Confidential
14	Work Authorization (I-9)	Highly Confidential	Highly Confidential
15	Country of birth or citizenship	Highly Confidential	Highly Confidential
16	Associate/Contractor Full Date of Birth (month,day,year)	Highly Confidential	Highly Confidential
17	Associate/Contractor Ethnicity	Highly Confidential	Highly Confidential
18	Associate/Contractor Gender	Highly Confidential	Highly Confidential
19	Associate/Contractor Military Status	Highly Confidential	Highly Confidential
20	Visa status	Highly Confidential	Highly Confidential
21	Associate/Contractor Home Mailing Address	Confidential	Highly Confidential
22	Associate/Contractor Home phone number	Confidential	Highly Confidential
23	Associate/Contractor Veteran Status	Confidential	Confidential
21	Vehicle identifiers and serial numbers	Internal	Internal
22	Vehicle license plate numbers	Internal	Internal
23	Associate employee number	Internal	Internal
24	Associate Loyalty Flyer Number	Internal	Internal
25	Org Charts	Internal	Internal
26	Corporate phone listings	Internal	Internal
27	Associate Emergency contact information	Internal	Highly Confidential
28	Request for Proposals (RFP's)	Internal	Internal
29	Contact Information: Cellphone number	Public	Highly Confidential
30	Contact Information: Email Address	Public	Highly Confidential
31	Contact Information: Name	Public	Highly Confidential
32	Contact Information: Work Address	Public	Public
33	Contact Information: Work Telephone Number	Public	Public
34	Product and service brochures	Public	Public
35	Advertisements	Public	Public
36	Job postings	Public	Public
37	Public records/filings	Public	Public
38	Press releases	Public	Public

		Data Protection Measures	Highly Confidential Data	Confidential Data	Internal Data	Public Data
Labeling	1	Paper and electronic document must be clearly marked on the bottom of each page.	X	X		
	2	Removable media must be marked on the outside of the media.	X	X		
Storage and Retention	3	Data must be encrypted where stored.	X			
	4	May not be permanently stored on laptops, mobile or other portable storage devices	X			
	5	May only be stored on Carhartt, Inc equipment, and business partner equipment, when Service Provider or business partner has appropriate contracts in place and has undergone appropriate security and compliance review.	X	X		
	6	Paper documents must be secured.	X			
	7	Backups of data must be securely transported to a secured offsite storage location.	X	X		
Transport	8	Internal Shipments: Must be sealed in an envelope, and marked with appropriate classification.	X	X	X	
	9	External Shipments: Must be sealed in an envelope, and marked with appropriate classification and must be again sealed inside another envelope, which must NOT indicate the nature of the contents.	X			
	10	Network Transit and E-mail for external users: If data is sent across a public network, data must be encrypted using strong encryption.	X	X		
	11	Data should be distributed only on a need-to know basis.	X	X	X	
Repro-duction	12	Reproduction of data is prohibited unless expressly approved by the Data Owner.	X			
	13	Printed documents must be shredded or deposited in authorized shred barrels for certified destruction.	X	X		
Destruction and Disposal	14	Removable media (e.g. flash drives, CD's, DVD's, etc.) must be destroyed by shredders or other physical destruction methods.	X	X		
	15	Large electronic media (e.g. hard drives and backup tapes) must be deleted, degaussed, overwritten, and/or destroyed. *NOTE: Removable media is covered under Data Protection Measure #14*	X	X		
	16	Disposal in normal trash facilities in the home, office or public, such as wastebaskets, is not permitted.	X	X		

Appendix 2

The purpose of the information below is for the use of data governance around personally identifiable information (PII) is defined as follows and is subject to change/updates:

LEVEL 3 – Data that is identifiable alone or carries a high risk of exposure to the data for compliance				
LEVEL	**CATEGORY OF DATA**	**HIGH RISK**	**MEDIUM RISK**	**LOW RISK**
LEVEL 3	Social Security number	✓		
LEVEL 3	Full Name	✓		
LEVEL 3	Driver's license or state-issued ID number	✓		
LEVEL 3	Military ID number	✓		
LEVEL 3	Passport number	✓		
LEVEL 3	Credit card (or debit card) number, CVV2, and expiration date	✓		
LEVEL 3	Financial account numbers (with or without access codes or passwords)	✓		
LEVEL 3	PINs or passwords for Carhartt accounts	✓		
LEVEL 3	Account balances or histories	✓		
LEVEL 3	Tax filing status	✓		
LEVEL 3	Biometric data that can be used to identify an individual, including finger or voiceprints	✓		
LEVEL 3	E-mail addresses	✓		
LEVEL 3	Medical record numbers	✓		
LEVEL 3	Medical histories	✓		
LEVEL 3	Insurance policy numbers	✓		
LEVEL 3	Full face photographic images and any comparable images	✓		
LEVEL 3	Internet Protocol (IP) address numbers	✓		
LEVEL 3	Trade Union Membership	✓		
LEVEL 3	GEO Location	✓		

LEVEL 2 – Data that is identifiable carries a medium risk of exposure to the data for compliance and needs 1 or more pieces of PII to be HIGH RISK				
LEVEL	**CATEGORY OF DATA**	**HIGH RISK**	**MEDIUM RISK**	**LOW RISK**
LEVEL 2	Customer Carhartt account numbers		✓	
LEVEL 2	Date or place of birth		✓	
LEVEL 2	Mother's maiden name		✓	
LEVEL 2	Password challenge question responses		✓	
LEVEL 2	Wage & salary information		✓	
LEVEL 2	Vehicle identifiers and serial numbers, including license plate numbers		✓	
LEVEL 2	National or ethnic origin		✓	
LEVEL 2	Religious affiliation(s)		✓	
LEVEL 2	Credit or payment history data		✓	
LEVEL 2	Home address		✓	
LEVEL 2	Gender		✓	
LEVEL 2	Politics		✓	
LEVEL 2	Internet Cookies		✓	

LEVEL 3 – Identifiable Data carries a low risk of exposure to the data for compliance and needs 1 or more pieces of PII to be HIGH RISK				
LEVEL	**CATEGORY OF DATA**	**HIGH RISK**	**MEDIUM RISK**	**LOW RISK**
LEVEL 1	Unlisted telephone numbers			✓
LEVEL 1	Digital or physical copies of a handwritten signature			✓
LEVEL 1	Physical characteristics (height, weight, hair color, eye, color, etc.)			✓

LEVEL 1	Certificate/license numbers			✓
LEVEL 1	Wage & salary information			✓
LEVEL 1	Publicly available records, or from federal, state, or local government records			✓
LEVEL 1	Zip Code			✓
LEVEL 1	Education level			✓
LEVEL 1	Employment History			✓