
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): June 16, 2022

Janus International Group, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-40456
(Commission
File Number)

86-1476200
(IRS Employer
Identification No.)

135 Janus International Blvd., Temple, GA 30179
(Address of Principal Executive Offices) (Zip Code)

(866) 562-2580
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	JBI	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 1.01. Entry into a Material Definitive Agreement.

The disclosure contained in Item 5.02 herein is incorporated by reference into this Item 1.01.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 21, 2022, Janus International Group, Inc. (the “**Company**”) announced that Scott Sannes has stepped down from his role as the Chief Financial Officer of the Company, after which time he will no longer be the Company’s principal financial and accounting officer. Mr. Sannes will continue to be employed by the Company until September 14, 2022 or such earlier date that Mr. Sannes’ employment is terminated for any reason (the “**Separation Date**”). On June 22, 2022, the Company and Mr. Sannes entered into a Transition and Separation Agreement (the “**Separation Agreement**”), pursuant to which Mr. Sannes will be eligible to receive the following: (i) severance in the form of salary continuation at Mr. Sannes’ base salary in effect as of the Separation Date for a period of six months following the Separation Date; (ii) a prorated portion of Mr. Sannes’ annual bonus that would have earned under the Company’s Management Incentive Plan with respect to the 2022 calendar year if Mr. Sannes’ employment had not terminated; (iii) an amount equal to six months’ worth of Mr. Sannes’ contributions to the premiums for group health plan coverage, determined under the Company’s group health plan as in effect immediately prior to the Separation Date; and (iv) 50% of the performance stock units and 50% of the unvested stock options held by Mr. Sannes will remain outstanding and eligible to vest in accordance with their terms as if Mr. Sannes’ employment with the Company had not terminated.

Also on June 21, 2022, the Company announced the appointment of Anselm Wong as Executive Vice President and Chief Financial Officer of the Company, effective as of July 1, 2022 (the “**Effective Date**”). Mr. Wong will serve as the Company’s principal financial and accounting officer.

Mr. Wong, age 50, previously served as Chief Financial Officer of GE Digital from October 2019 until June 2022. Prior to GE Digital, Mr. Wong held the role of VP & Deputy CFO for Resideo Technologies from October 2018 to July 2019, where he put together the company’s operating, forecasting, planning and reporting system after its spinoff from Honeywell International. Before that, Mr. Wong spent 20 years at Honeywell, where he served in finance leadership roles and held CFO positions for some of Honeywell’s largest businesses including Honeywell Safety and Productivity Solutions and Honeywell Security & Fire. Mr. Wong holds a Bachelor of Commerce degree from University of Toronto in Ontario, Canada and is a CPA, CMA as well.

There are no arrangements or understandings between Mr. Wong and any other person pursuant to which he was appointed as Chief Financial Officer and principal financial and accounting officer. There are no family relationships among any of the Company’s directors or executive officers and Mr. Wong and there are no transactions between Mr. Wong and the Company that would require disclosure under Item 404(a) of Regulation S-K.

On June 16, 2022, the Company entered into an employment offer letter agreement (the “**Offer Letter**”) with Mr. Wong. Pursuant to the Offer Letter, Mr. Wong will be entitled to the following compensation: (i) an annualized base salary of \$500,000 per year; (ii) eligibility to participate in a short term incentive program with an annual bonus with a target value of 75% of his annualized base salary, based upon mutually developed performance objectives; and (iii) eligibility to participate in the Company’s 2021 Omnibus Incentive Plan or such other equity incentive plan of the Company as may be in effect from time to time, under which he will receive (a) a one-time equity award comprised of stock options with a grant date value of \$750,000 that will vest annually in four equal installments over four years and (b) a 2022 equity award consisting of (x) a performance stock unit award with a grant date target value of \$325,000 that will cliff vest at the end of 2024 based on the Company’s achievement of certain “Adjusted EBITDA” levels in accordance with the award agreement governing the performance stock units and (y) stock options with a grant date value of \$325,000 that will vest annually in four equal installments over four years. The Offer Letter also includes the Company’s standard form restrictive covenant agreement.

The foregoing summaries of the Separation Agreement and the Offer Letter do not purport to be complete and each is qualified in its entirety by reference to the complete agreement, which are attached as Exhibits 10.1 and 10.2 hereto and are incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On June 21, 2022, the Company issued a press release with respect to the management changes described in Item 5.02 of this Current Report on Form 8-K. The press release is included in this report as Exhibit 99.1 and is incorporated herein by reference. This information shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), or otherwise subject to the liabilities of that section, and is not incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act.

Item 9.01. Financial Statement and Exhibits.

(d) Exhibits.

<u>Exhibit</u>	<u>Description</u>
10.1	<u>Transition and Separation Agreement, dated as of June 22, 2022, by and between Janus International Group, Inc. and Scott Sannes.</u>
10.2	<u>Offer Letter, dated as of June 16, 2022, by and between Janus International Group, Inc. and Anselm Wong.</u>
99.1	<u>Press Release, dated June 21, 2022.</u>
104	Cover Page Interactive Data File (formatted as inline XBRL).

SIGNATURE

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

Dated: June 23, 2022

JANUS INTERNATIONAL GROUP, INC.

By: /s/ Ramey Jackson

Name: Ramey Jackson

Title: Chief Executive Officer

TRANSITION & SEPARATION AGREEMENT

This TRANSITION & SEPARATION AGREEMENT (this "Agreement") is made, as of the Effective Date (as defined herein), by and among Scott Sannes ("Employee"), Janus International Group, Inc., a Delaware corporation (the "Company"), and with respect to Section 2(b) only, each of Janus International Group, LLC, a Delaware limited liability company ("Janus") and Janus Midco, LLC, a Delaware limited liability company ("Midco"). Employee and the Company are referred to herein individually as a "Party" and collectively as the "Parties."

A. Employee has been employed as the Company's Chief Financial Officer pursuant to that certain Offer Letter dated April 14, 2015 by and between the Parties (the "Offer Letter").

B. Employee was awarded certain Class B Common Units of Midco pursuant to that certain Unit Grant Agreement dated March 15, 2018 by and among Janus, Midco, and Employee (the "Class B Grant Agreement").

C. On April 29, 2022, the Company granted Employee certain performance stock units ("PSUs") pursuant to the Janus International Group, Inc. 2021 Omnibus Incentive Plan, as amended, restated or otherwise modified from time to time (the "Plan") and that certain Performance Stock Unit Grant Notice and Performance Stock Unit Agreement, by and between the Company and Employee (the "PSU Agreement").

D. On April 29, 2022, the Company granted Employee certain stock options (the "Options") pursuant to the Plan and that certain Stock Option Grant Notice, by and between the Company and Employee (the "Option Agreement").

E. Capitalized terms used but not defined in this Agreement shall have the meaning ascribed to such terms in the Offer Letter, the Class B Grant Agreement, Option Agreement, PSU Agreement, or the Plan as applicable.

F. Employee's employment with the Company will end as provided in Section 1 of this Agreement.

G. The Parties desire to enter into this Agreement to memorialize the Parties' rights and obligations with respect to Employee's transition out of and separation from the Company and, therefore, agree to the terms set forth in this Agreement.

1. **Separation Date.** Employee's employment with the Company shall end on September 14, 2022, or such earlier date that Employee's employment is terminated for any reason (the "Separation Date"). Notwithstanding any provision in the Offer Letter, the Class B Grant Agreement, Option Agreement, or PSU Agreement to the contrary, Employee shall no longer be the Company's Chief Financial Officer effective as of June 16, 2022, and the Company may determine, in its sole discretion, the extent to which Employee's services or presence at the Company's premises or other events will be necessary prior to the Separation Date as an employee of the Company (it being expected that Employee will report to and work with the Company's new Executive Vice President and Chief Financial Officer, the Company's Chief Executive Officer and

the Company's Board of Directors to ensure smooth transition of responsibilities and projects and be available as necessary for relevant transition projects). Effective on the Separation Date, Employee voluntarily resigns from any and all positions Employee holds with the Company and its affiliates. Employee agrees not to hold himself out as a partner, member, director, officer, employee or as otherwise affiliated with the Company or any of its affiliates (including on social media) after the Separation Date (and not hold himself out as an officer following the Effective Date). Employee represents and warrants that Employee has been paid all compensation due and owing to Employee as of the date Employee executes and re-executes this Agreement. Employee agrees that he is not owed any further compensation or benefits except as explicitly set forth in this Agreement. Further, in exchange for the consideration provided to Employee under this Agreement, the Company and Employee agree that Employee will be entitled to and shall receive the severance compensation set forth in paragraph 4 of the Offer Letter, subject to terms set forth in Section 2 below.

2. **Company Obligations.** Provided that (a) Employee's employment has not been terminated by the Company for Cause or Employee has not resigned, in each case, prior to September 14, 2022, (b) Employee executes this Agreement within 21 days of receipt, (c) Employee re-executes this Agreement within ten days following (but not prior to) the Separation Date, (d) Employee effectuates and does not revoke both this Agreement and the re-execution of this Agreement (and the Second Release Effective Date occurs), (e) Employee remains in compliance with the Restrictive Covenants (as defined below), and (f) Employee complies with this Agreement and the Restrictive Covenants at all times, then Employee shall be entitled to the benefits set forth below, without duplication (in full and complete satisfaction of all post-termination payments, benefits, and obligations owed to Employee pursuant to the Offer Letter or otherwise). "Cause" as used herein shall have the same meaning as the definition of Cause set forth in Section 2.7 of the Plan.

(a) *Severance.* The Company shall pay Employee (i) severance in the form of salary continuation at Employee's base salary in effect as of the Separation Date (subject to all applicable taxes and other withholdings), for a period of six (6) months on the Company's payroll dates beginning no later than the second regularly scheduled payroll date following the Second Release Effective Date (defined below) (the "Severance Period"), (ii) a prorated portion of Employee's annual bonus under the Company's Management Incentive Plan (the "Annual Bonus") with respect to the 2022 calendar year in an amount equal to the product of (A) the actual Annual Bonus, if any, that Employee would have earned for the 2022 calendar year if Employee's employment had not terminated and (B) a fraction, the numerator of which is the number of days elapsed in the 2022 calendar year through June 30, 2022 and the denominator of which is the number of days in the 2022 calendar year, payable in a lump sum on the date annual bonuses for the 2022 calendar are paid to other senior executives of the Company (but, in all events, no later than March 15, 2023), and (iii) an amount equal to the product of (A) six (6) and (B) the monthly amount of the Company's contributions to the premiums for Employee's group health plan coverage (including coverage for Employee's spouse and eligible dependents), determined under the Company's group health plan as in effect immediately prior to the Separation Date, payable in a lump sum cash payment within sixty (60) days following the Separation Date.

(b) *Performance Stock Units and Options.* Notwithstanding anything to the contrary set forth in the PSU Agreement or the Option Agreement, on the Separation Date (i) Employee

shall forfeit 50% of the PSUs and Options granted thereunder and (ii) the remaining 50% of the PSUs and Options granted thereunder shall be eligible to vest in accordance with the vesting terms set forth therein as if Employee's employment with the Company had not been terminated. Employee acknowledges and agrees that Employee shall continue to be bound by all of the terms and conditions set forth in the Plan, the PSU Agreement, the Option Agreement, and all exhibits attached thereto.

3. **Release.**

(a) Employee knowingly and voluntarily (for Employee and Employee's heirs, executors, administrators and assigns) releases, waives, and forever discharges the Company, Janus, and Midco and each of their respective parents, subsidiaries and affiliates, and each of their present, former and future direct or indirect owners, managers, directors, officers, employees, attorneys, agents, shareholders and representatives, and each of their predecessors, successors, and assigns (collectively, the "Released Parties") from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present and whether known or unknown, suspected, unsuspected or claimed (collectively, "Claims") against the Released Parties which Employee or any of Employee's heirs, executors, administrators or assigns, may have from the beginning of time through the date upon which Employee executes and re-executes this Agreement (as applicable), including those Claims (i) arising out of, or relating to, Employee's employment with any Released Parties through the date upon which Employee executes and re-executes this Agreement; (ii) arising out of, or relating to, any agreement with any Released Parties, including, but not limited to, any other awards, policies, plans, programs or practices of the Released Parties that may apply to Employee or in which Employee may participate, including, but not limited to, any rights under bonus plans or programs of Released Parties and/or any other short-term or long-term equity-based or cash-based incentive plans or programs of the Released Parties; (iii) arising out of, or relating to, Employee's termination of employment from any of the Released Parties; or (iv) arising out of, or relating to, Employee's status as an employee of any of the Released Parties, including, but not limited to, any allegation, claim or violation, arising under Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974 (with respect to unvested benefits); any applicable Employee Order Programs; the Fair Labor Standards Act; the Equal Pay Act, as amended; Section 1981 of U.S.C. Title 42; Age Discrimination in Employment Act, as amended (including the Older Workers Benefit Protection Act); the Sarbanes-Oxley Act of 2002, as amended; the Georgia Fair Employment Practices Act; the Georgia Equal Pay Act; the Georgia Equal Employment for People with Disabilities Code; or their federal, state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Released Parties; or any Claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; any Claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters; or any Claim under the Offer Letter. This is a general release that is intended to apply to all claims Employee may have against the Released Parties up to the date Employee executes or re-executes (as applicable) this Agreement, except those claims that cannot be waived pursuant to applicable laws.

(b) Employee understands that Employee may later discover Claims or facts that may be different than, or in addition to, those which Employee now knows or believes to exist with regards to the subject matter of this Agreement and the releases in this Section 3, and which, if known at the time of executing this Agreement, may have materially affected this Agreement or Employee's decision to enter into it. Employee hereby waives any right or Claim that might arise as a result of such different or additional Claims or facts.

(c) Nothing in this Section 3 shall release or impair: (i) Employee's right to make Claims arising out of any acts or omissions of the Released Parties after the date Employee executes or re-executes this Agreement; (ii) any right that cannot be waived by private agreement under law; or (iii) any Claim to enforce this Agreement. Nothing in this Agreement is intended to prohibit or restrict Employee's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency prohibiting waiver of such right; provided, however, that Employee hereby waives the right to recover any monetary damages or other relief against any Released Parties excepting any benefit or remedy to which Employee is or becomes entitled to pursuant to Section 922 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

(d) Employee represents that Employee has made no assignment or transfer of any right or Claim covered by this Section 3 and that Employee further agrees that Employee is not aware of any such right or Claim covered by this Section 3.

(e) Employee acknowledges and agrees that the releases set forth in this Section 3 are an essential and material term of this Agreement and that without such waiver the Company would not have agreed to the terms of the Agreement.

4. **Cooperation; No Cooperation with Non-Governmental Third Parties.** Employee shall not knowingly encourage, counsel or assist any non-governmental attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges or complaints by any non-governmental third party against any of the Released Parties. Nothing contained herein shall restrict Employee's response to a subpoena or to provide truthful testimony in any court or other governmental proceeding.

5. **Consultation; Voluntary Agreement.** Employee acknowledges that the Company has advised Employee of Employee's right to consult with an attorney prior to executing this Agreement (and Employee has done so to the extent desired). Employee has carefully read and fully understands all of the provisions of this Agreement. Employee is entering into this Agreement, knowingly, freely and voluntarily in exchange for good and valuable consideration to which Employee would not be entitled in the absence of executing and not revoking this Agreement.

6. **Consideration and Revocation Period.** Employee acknowledges that Employee has twenty-one (21) calendar days to consider this Agreement, although Employee may sign it sooner. Employee has seven (7) calendar days after the date on which Employee executes this Agreement

to revoke Employee's consent to the Agreement. Such revocation must be in writing and must be e-mailed to Ramey Jackson (rameyj@janusintl.com), with a cc to Elliot Kahler (Elliot.Kahler@janusintl.com). Notice of such revocation must be received within the seven (7) calendar days referenced above. In the event of such revocation by Employee, this Agreement shall be null and void in its entirety. Provided that Employee does not revoke Employee's execution of this Agreement within such seven (7) day period, the "Effective Date" shall occur on the eighth calendar day after the date on which Employee initially signs it.

7. Return of Company Property. Upon Employee's re-execution of this Agreement, Employee acknowledges and agrees that Employee has returned all property of the Released Parties in Employee's possession, custody, or control (including, but not limited to, phones, computers, keys, electronic devices, office equipment, records, identification cards, files, reports, computer disks, rolodexes, electronic passwords and documents containing confidential or business information, whether in hard copy or electronic format) to the Company. In the event any property of the Company is hereafter found to be in Employee's possession, Employee will promptly return same to Company. So long as Employee cooperates with the Company to facilitate the (a) removal of all Protected Information (as defined below) from the cellular phone provided by the Company and (b) transfer of all mobile and data plans to Employee's own account, Employee may retain Employee's Company-provided cellular phone and the cellular number associated with such device.

8. Confidentiality, Restrictive Covenants, and Defend Trade Secrets Act

(a) Employee will not use, disclose or divulge, furnish or make accessible to anyone, directly or indirectly, any Protected Information at any time. "Protected Information" means any and all non-public, trade secret, confidential and/or proprietary information of the Company and its affiliates; provided, however, that Protected Information shall not include: (i) information that becomes generally known to the public without violation of this Agreement or any other confidentiality obligation, and (ii) information that is disclosed to Employee by another party who is under no obligation of secrecy and has a bona fide right to disclose the information.

(b) Employee agrees to abide by all of his post-employment obligations, including, without limitation, the restrictive covenants and confidentiality provisions set forth in (i) Section 7 and Section 8 of the Class B Grant Agreement, (ii) the PSU Agreement, (iii) the Option Agreement, and (iv) the Plan, each of which are fully incorporated into this Agreement by reference (the "Restrictive Covenants").

(c) Nothing in this Agreement shall prohibit or restrict Employee or Employee's attorneys from: (i) making any disclosure of relevant and necessary information or documents in any action, investigation, or proceeding relating to this Agreement, or as required by law or legal process, including with respect to possible violations of law; (ii) participating, cooperating, or testifying in any action, investigation, or proceeding with, or providing information to, any governmental agency or legislative body, any self-regulatory organization, and/or pursuant to the Sarbanes-Oxley Act; (iii) accepting any U.S. Securities and Exchange Commission awards; or (iv) initiating communications with, or responding to any inquiry from, any regulatory or supervisory authority regarding any good faith concerns about possible violations of law or regulation. Pursuant to 18 U.S.C. § 1833(b), Employee will not be held criminally or civilly liable under any

Federal or state trade secret law for the disclosure of a trade secret of the Company or its subsidiaries or affiliates that (A) is made (x) in confidence to a Federal, state, or local government official, either directly or indirectly, or to Employee's attorney and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose the trade secret to Employee's attorney and use the trade secret information in the court proceeding, if Employee files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

9. **No Admission of Wrongdoing.** Employee agrees that neither this Agreement, nor the furnishing of the consideration for this Agreement, shall be deemed or construed at any time to be an admission by any Released Party of any improper or unlawful conduct.

10. **Savings Clause.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision of this Agreement is invalid, illegal or unenforceable, this Agreement shall be enforceable as closely as possible to its original intent, which is to provide the Released Parties with a full release of all legally releasable claims through the date upon which Employee executes or re-executes (as applicable) this Agreement.

11. **Governing Law: Dispute Resolution.** This Agreement shall be governed by the laws of the State of Delaware without regard for choice-of-law provisions. Employee consents to personal and exclusive jurisdiction and venue in the State of Delaware, and the Company, Janus, Midco, and Employee hereby consent to such jurisdiction and waive any objection to the jurisdiction of any such court. AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT, THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

12. **Costs.** The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with the preparation of this Agreement.

13. **Breach.** In addition to any remedies available under applicable law, Employee acknowledges and agrees that any material breach of this Agreement, unless such breach constitutes a legal action by Employee challenging or seeking a determination in good faith of the validity of the waiver herein under the Age Discrimination in Employment Act, shall entitle the Company immediately to recover and/or cease providing the consideration provided to Employee under this Agreement and to obtain damages, except as provided by law.

14. **Each Party the Drafter.** This Agreement, and the provisions contained in it, shall not be construed or interpreted for, or against, any party to this Agreement because that party drafted or caused that party's legal representatives to draft any of its provisions.

15. **Assignment; Third-Party Beneficiaries.** This Agreement is personal to Employee and may not be assigned by Employee. This Agreement is binding on, and will inure to the benefit of, the Released Parties. The Released Parties are expressly intended to be third-party beneficiaries of the releases set forth in Section 3, and it may be enforced by each of them. This Agreement, and each term reflected herein, is personal to Employee and does not reflect or set any precedent or course of dealing.

16. **Entire Agreement; No Oral Modifications; Counterparts.** This Agreement sets forth the Parties' entire agreement with respect to the subject matter and shall supersede all prior and contemporaneous communications, agreements and understandings, written or oral, with respect hereto and thereto (for the avoidance of doubt, any restrictive covenant, confidentiality, and intellectual property agreement entered into by Employee remains in effect). This Agreement may not be modified or amended unless mutually agreed to in writing by the parties. This Agreement may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same instrument. A faxed, .pdf-ed or electronic signature shall operate the same as an original signature.

17. **Re-Execution of Agreement.** The Company's obligations under Section 2 of this Agreement are strictly contingent upon Employee's re-execution and non-revocation of this Agreement within ten (10) calendar days following the Separation Date. The date of Employee's re-execution of this Agreement is referred to herein as the "Re-Execution Date". By re-executing this Agreement, Employee advances to the Re-Execution Date Employee's general waiver and release of all Claims against the Released Parties and the other covenants set forth in Section 3 of this Agreement. Employee has seven (7) calendar days from the Re-Execution Date to revoke Employee's re-execution of the Agreement. Such revocation must be in writing and must be e-mailed to Ramey Jackson (rameyj@janusintl.com), with a cc to Elliot Kahler (Elliot.Kahler@janusintl.com). Notice of such revocation must be received within the seven (7) calendar days referenced above. In the event of such revocation by Employee, the date of the releases and covenants set forth in Section 3 of this Agreement shall not be advanced, but shall remain effective up to and including the date upon which Employee originally signs this Agreement. Provided that Employee does not revoke Employee's re-execution of this Agreement within such seven (7) day period, the "Second Release Effective Date" shall occur on the eighth calendar day after the date on which Employee re-executes it.

18. **Tax Matters.** The Company may withhold from any and all amounts payable under this Agreement or otherwise such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation. The intent of the parties is that payments and benefits under this Agreement comply with Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively "Code Section 409A") or an exemption therefrom and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be construed and administered in accordance with such intent. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the

payment of any amounts or benefits upon or following a termination of employment unless such termination is also a “separation from service” within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a “termination,” “termination of employment” or like terms shall mean “separation from service.” For purposes of Code Section 409A, Employee’s right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Code Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that Employee may incur on account of non-compliance with Code Section 409A. If any payment or benefit provided for herein would be subject to additional taxes and interest under Code Section 409A if Employee’s receipt of such payment or benefit is not delayed until the earlier of (a) the date of Employee’s death or (b) the date that is six months after the Separation Date (such date, the “Section 409A Payment Date”), then such payment or benefit shall not be provided to Employee (or Employee’s estate, if applicable) until the Section 409A Payment Date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the below-indicated dates.

JANUS INTERNATIONAL GROUP, INC.

/s/ Ramey Jackson

By: Ramey Jackson, Chief Executive Officer

Dated: 6/22/2022

JANUS INTERNATIONAL GROUP, LLC

(with respect to Section 2(b) only)

/s/ Ramey Jackson

By: Ramey Jackson, Chief Executive Officer

Dated: 6/22/2022

JANUS MIDCO, LLC

(with respect to Section 2(b) only)

/s/ Ramey Jackson

By: Ramey Jackson, Chief Executive Officer

Dated: 6/22/2022

EMPLOYEE:

/s/ Scott Sannes

Scott Sannes

Dated: 6/22/2022

RE-EXECUTED:

****NOT TO BE SIGNED
PRIOR TO LAST DAY OF EMPLOYMENT**

Scott Sannes

Dated: _____



June 16, 2022

Via Email
Anselm Wong

Dear Anselm:

On behalf of Janus International Group, Inc., a Delaware corporation (the "Company"), I am pleased to extend this offer of employment to serve as Executive Vice President and Chief Financial Officer of the Company. We anticipate your employment beginning on July 1, 2022 (your "Start Date"). This letter (this "Agreement") sets forth the terms of your employment by the Company.

1. **Title; Duties.** During your employment, you will serve as Executive Vice President and Chief Financial Officer of the Company and in such other position or positions as may be assigned from time to time by the Chief Executive Officer of the Company (the "CEO") or the Board of Directors of the Company (the "Board"). You will devote your full business time, attention and best efforts to the business of the Company and, as applicable, its subsidiaries (the Company and its subsidiaries are hereafter collectively referred to herein as the "Company Group"), as may be requested by the CEO or the Board from time to time; provided that you shall not be prohibited from (i) serving on the boards of director of non-profit organizations and, with the prior written approval of the Board, other for profit companies, (ii) participating in charitable, civic, educational, professional, community or industry affairs, and (iii) managing your passive personal investments, in each case, so long as such activities are not competitive with the business of any member of the Company Group and do not interfere or conflict with your duties hereunder or create a potential business or fiduciary conflict.

2. **Base Salary; Bonus.** You will be paid an annualized base salary of \$500,000 (your "Base Salary"), less applicable taxes and other withholdings, in accordance with the Company's customary payroll practices. In addition, for each fiscal year in which you are employed by the Company (each, a "Bonus Year"), you will be eligible to receive an annual bonus (an "Annual Bonus") based on your performance and the performance of the Company Group during such Bonus Year. Each Annual Bonus, if any, will have a target value of 75% of your annualized Base Salary (assuming that all performance targets have been met) and the actual amount of each Annual Bonus will be determined in the discretion of the Board based on the achievement of performance targets established by the Board for each Bonus Year. Notwithstanding the foregoing, your Annual Bonus for the 2022 Bonus Year will be pro-rated for the portion of the 2022 fiscal year in which you are employed hereunder. To earn, and receive payment of, an Annual Bonus for a Bonus Year, you must be employed by the Company on the date that such Annual Bonus is paid.

3. **Signing Bonus.** You will receive a one-time sign-on bonus equal to \$250,000, less applicable taxes and other withholdings, payable in cash within 15 days following your Start Date (the "Sign-On Bonus"). In the event your employment is terminated by the Company for Cause (as defined below) or you resign for any reason prior to the second anniversary of your Start Date, you will be required to repay the net amount (determined after reduction for applicable taxes and other withholdings) of the Sign-On Bonus to the Company within 10 days following the termination of your employment.

4. **Benefits.** You will be eligible to participate in the employee benefit plans and programs generally available to the Company's senior executives, including group medical, dental, vision, and life insurance, subject to the terms and conditions of such plans and programs. You will be entitled to paid

vacation (20 days per calendar year, initially) in accordance with the Company's policies in effect from time to time. You also will be entitled to the fringe benefits and perquisites available to other senior executive officers of the Company, each in accordance with and subject to the eligibility and other provisions of such plans and programs. The Company reserves the right to amend, modify, or terminate any of its benefit plans or programs at any time and for any reason. During the 12-month period following the Start Date, upon presentation of substantiation and documentation as the Company may specify from time to time, you will be reimbursed in accordance with the Company's expense reimbursement policy for all travel and lodging expenses from your residence in San Francisco, California, to Charlotte, North Carolina metropolitan area, and to the Company's office in Douglasville, Georgia, up to a maximum of \$55,000.

5. Equity Incentives. During the period in which you are employed hereunder, you will be eligible to receive annual awards under the Company's 2021 Omnibus Incentive Plan or such other equity incentive plan of the Company as may be in effect from time to time (the "Equity Plan"). All awards granted to you under the Equity Plan, if any, shall be in such amounts as the Board or a committee thereof shall determine from time to time, and shall be subject to and governed by the terms and provisions of the Equity Plan as in effect from time to time and the award agreements evidencing such awards. In connection with the commencement of your employment, you will also receive (a) a one-time equity award (the "One-Time Inducement Award") and (b) 2022 equity award (the "2022 Award"), in each case, under the Equity Plan. The One-Time Inducement Award will be comprised of options to purchase Company common stock at a price per share equal to the fair market value of a share of Company common stock on the grant date (the "Options"), with a grant date value of \$750,000. The Options will vest annually in four equal installments over four years, subject to your continued employment through each applicable vesting date. The 2022 Award will be comprised of (i) a performance stock unit award with a grant date target value of \$325,000 that will cliff vest at the end of calendar year 2024 based on the Company's achievement of certain "Adjusted EBITDA" levels in accordance with the award agreement governing your performance stock units and (ii) Options with a grant date value of \$325,000 that will vest annually in four equal installments over four years, subject to, in each case, your continued employment through each applicable vesting date. The One-Time Inducement Award and 2022 Award will be subject to the terms and conditions of the Equity Plan and the award agreements approved by the Board. Nothing in this letter shall be construed to give you any rights to any amount or type of grant or award except as provided in an award agreement and authorized by the Board or a committee thereof.

6. Termination of Employment; Severance. Your employment with the Company is not for a specific term and is terminable at will on the terms and conditions set forth in this Agreement. This means that the Company may terminate your employment at any time with or without notice, and for any reason or no reason, with or without Cause, and you may terminate your employment with the Company at any time and for any reason or no reason by giving notice in writing to the Company of not less than 30 days, unless otherwise agreed to in writing by you and the Company. However, should your employment be terminated by the Company without Cause (as defined below) and not due to your death or disability, then you will be eligible to receive, as severance, (a) continued Base Salary as in effect immediately prior to the date on which your employment terminates (the "Date of Termination") for 12 months (the "Base Salary Continuation Pay"), (b) a prorated Annual Bonus with respect to the calendar year in which the termination occurs in an amount equal to the product of (i) the actual Annual Bonus that you would have earned for such year if your employment had not terminated (if any) and (ii) a fraction, the numerator of which is the number of days elapsed in such year through the Date of Termination and the denominator of which is the total number of days in such year (the "Pro-Rated Bonus"), and (c) an amount equal to (i) 12, multiplied by (ii) the monthly amount of premiums for your (and, if applicable, your spouse's and eligible dependents') group health plan coverage, determined under the Company's group health plans as in effect immediately prior to the Date of Termination (the "Group Health Plan Payment"). For purposes of this Agreement, "Cause" has the meaning set forth in the Equity Plan.

In order to receive the severance payments and benefits set forth in this Section 6, you must (i) timely execute (and not revoke within any time provided to do so), a separation agreement and release of all claims in a form provided to you by the Company, which form shall include terms and conditions customarily included within such agreements, and (ii) abide by the terms all post-employment obligations that you may owe to any member of the Company Group, including any confidentiality, non-competition, non-solicitation, non-disclosure, non-disparagement and other restrictive covenant obligations.

The payment of the Base Salary Continuation Pay will begin on the Company's first regularly scheduled pay date coincident with or next following the date that is 60 days after the Date of Termination (the "First Post-Termination Pay Date"), and the first payment will include all amounts that would have been paid to you during the 60-day period following the Date of Termination, without interest, had no delay in payments occurred. The Pro-Rated Bonus will be paid in a lump sum on the date annual bonuses for the year that includes the Date of Termination are paid to other senior executives of the Company (but, in all events, no later than March 15 of the calendar year following the calendar year that includes the Date of Termination). The Group Health Plan Payment will be paid in a lump sum on the First Post-Termination Pay Date. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines that you are eligible to receive the severance benefits set forth above but, after such determination, the Company subsequently acquires evidence or determination that: (a) you have failed to abide by the terms of the Restrictive Covenant Agreement (as defined below) or any other post-employment obligations that you may owe to any member of the Company Group; or (b) a Cause condition existed prior to the Date of Termination that, had the Company been fully aware of such condition, would have given the Company the right to terminate your employment for Cause, then the Company shall have the right to cease the payment of any unpaid portion of the severance benefits and you shall promptly return to the Company the pre-tax value of all portions of the severance benefits you received prior to the date that the Company determines that the conditions of this paragraph have been satisfied.

Except as otherwise determined by the Board or as otherwise agreed to in writing by you and any member of the Company Group prior to the termination of your employment with the Company or any member of the Company Group, any termination of your employment shall, without changing the basis for such termination of employment, constitute, as applicable, your automatic resignation: (a) as an officer of the Company and each member of the Company Group; and (b) from the board of directors or board of managers (or similar governing body) of any member of the Company Group and from the board of directors or board of managers (or similar governing body) of any corporation, limited liability entity, unlimited liability entity or other entity in which any member of the Company Group holds an equity interest and with respect to which board of directors or board of managers (or similar governing body) you serve as such Company Group member's designee or other representative. You agree to take any further action that any member of the Company Group reasonably requests to effectuate or document the foregoing.

7. Restrictive Covenants. Concurrently with entering into this Agreement, you will also be required to enter into, and will thereafter continue to comply with the terms of, the Company's Restrictive Covenant Agreement (the "Restrictive Covenant Agreement") attached hereto as Exhibit A, which is incorporated herein by reference. You acknowledge and agree that your entry into the Restrictive Covenant Agreement is a material condition to the Company entering into this Agreement. By executing this Agreement you affirm your commitment to abide by all of the obligations in the Restrictive Covenant Agreement.

8. Taxes. You acknowledge and agree that the Company may withhold from all payments contemplated herein all applicable taxes and withholdings as may be required pursuant to any law or governmental regulation or ruling and all other customary deductions made with respect to the Company's employees generally.

All provisions of this Agreement are intended to comply with Section 409A of the Internal Revenue Code of 1986 and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "Section 409A") or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of your employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall any member of the Company Group be liable for all or any portion of any taxes, penalties, interest or other expenses that you may incur on account of non-compliance with Section 409A. If any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if your receipt of such payment or benefit is not delayed until the earlier of (a) the date of your death or (b) the date that is six months after the Date of Termination (such date, the "Section 409A Payment Date"), then such payment or benefit shall not be provided to you (or your estate, if applicable) until the Section 409A Payment Date.

9. Miscellaneous. In signing below, you hereby represent and warrant that you are not the subject of, or a party to, any non-competition, non-solicitation, non-disclosure, restrictive covenant or other agreement, obligation or restriction that would prohibit you from executing this Agreement or fully performing each of your duties and responsibilities hereunder, or would in any manner, directly or indirectly, limit or affect any of the duties and responsibilities that may now or in the future be assigned to you hereunder. You expressly acknowledge and agree that you are strictly prohibited from suing or disclosing any confidential information belonging to any prior employer or other third party in the course of performing services for any member of the Company Group, and you promise that you will not do so. You shall not introduce documents or other materials containing confidential information of any prior employer or other third party to the premises or property (including computers and computer systems) of any member of the Company Group.

To the extent required by applicable law or any applicable securities exchange listing standards, or as otherwise determined by the Board (or a committee thereof), amounts paid or payable under this Agreement shall be subject to the provisions of any applicable clawback policies or procedures adopted by any member of the Company Group, which clawback policies or procedures may provide for forfeiture and/or recoupment of amounts paid or payable under this Agreement. Notwithstanding any provision of this Agreement to the contrary, each member of the Company Group reserves the right, without your consent, to adopt any such clawback policies and procedures, including such policies and procedure applicable to this Agreement with retroactive effect.

Neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by you. The Company may assign this Agreement without your consent, including to any member of the Company Group and to any successor to or acquirer of (whether by merger, purchase or otherwise) all or substantially all of the equity, assets or businesses of any member of the Company Group. This Agreement shall inure to the benefit of the Company and its respective successors and

assigns. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by governed by, and construed and enforced in accordance with, the laws of the State of Georgia, exclusive of its conflict of laws provisions. This Agreement sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes any and all prior agreements or understandings between you and the Company with respect to the subject matter hereof. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party that are not expressly set forth in this Agreement.

Please note that federal law requires that you provide the Company with documents establishing your identity and right to work in the United States within three (3) business days of your employment Start Date. In addition, this offer is contingent on the results of a background check and reference check being satisfactory to the Company in its sole discretion.

[Signature Page Follows]

Anselm, we look forward to having you join the Company and the valuable contributions we expect you to make to its development and success. To accept this offer, please sign and date the acceptance below and return it to me.

Sincerely,

JANUS INTERNATIONAL GROUP, INC.

/s/ Ramey Jackson

Name: Ramey Jackson

Title: Chief Executive Officer

AGREED AND ACCEPTED:

/s/ Anselm Wong

Anselm Wong

EXHIBIT A

Restrictive Covenant Agreement



**Janus International Appoints Anselm Wong as
Executive Vice President and Chief Financial Officer**

Reaffirms Full Year 2022 Financial Guidance

TEMPLE, GA, June 21, 2022 – Janus International Group, Inc. (NYSE: JBI) (“Janus” or the “Company”), a leading provider of cutting-edge access control technologies and building product solutions for the self-storage and other commercial and industrial sectors, today announced the appointment of Anselm Wong as Executive Vice President and CFO, effective July 1, 2022. He will report directly to CEO Ramey Jackson. Wong will bring his 25 years of experience in finance leadership and strategy roles to oversee Janus’s finance organization, including financial planning and analysis, accounting and reporting, internal audit, corporate development, and investor relations.

Mr. Wong has a proven track record for driving financial performance and positioning technologically advanced market leaders for long-term growth. He joins Janus from General Electric (NYSE: GE), where he served as CFO of GE Digital, contributing his strong experience across financial control and reporting, corporate strategy, and business transformation. He previously served as Vice President and Deputy CFO at Resideo Technologies (NYSE: REZI), where he was responsible for building a finance organization in connection with its spin-off from Honeywell International (NASDAQ: HON). Prior to that, he served in finance leadership roles at Honeywell for most of his career and held CFO positions for some of Honeywell’s largest business units.

Mr. Jackson stated, “Anselm is a strong leader with a history of producing outstanding results at complex multinational businesses. In addition to his deep financial acumen, his impressive background at technologically advanced industrial companies will be beneficial to many aspects of our expansion and development. This is an exciting time for our Company and I look forward to working with Anselm, along with the rest of the executive team, to continue building upon our sustainable, high-returns business centered on delivering premier solutions, effective technologies, and dependable service to our customers. We are excited for him to get started.”

Mr. Wong commented, “Janus is on a fantastic trajectory with a tremendous opportunity as the provider of choice for cutting-edge solutions in the self-storage, commercial, and industrial sectors. I am thrilled to join this outstanding leadership team and help execute on our strategic and financial goals to continue advancing our market-leading position as a world-class, global enterprise.”

Mr. Wong will succeed Scott Sannes. “We thank Scott for his dedication, hard work, and valuable contributions to our success over the past seven years,” concluded Mr. Jackson.

These changes are not the result of any matter relating to the Company’s accounting practices or financial statements.

Reaffirming Full Year 2022 Financial Guidance

Janus today also reaffirmed its financial guidance for the full year 2022, which it provided in connection with the announcement of its first quarter 2022 financial results on May 17, 2022.



About Janus International Group

Janus International Group, Inc. (www.JanusIntl.com) is a leading global manufacturer and supplier of turn-key self-storage, commercial, and industrial building solutions, including roll-up and swing doors, hallway systems, re-locatable storage units and facility and door automation technologies. The Janus team operates out of several U.S. locations and six locations internationally.

Forward Looking Statements

Certain statements in this communication, including the estimated guidance provided under “Reaffirming Full Year 2022 Financial Guidance” herein, may be considered “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements other than statements of historical fact included in this communication are forward-looking statements, including, but not limited to statements regarding Janus’s positioning in the industry to strengthen its pipeline and deliver on its objectives, the anticipated positive impact of this appointment, and Janus’s belief regarding the demand outlook for Janus’s products and the strength of the industrials and self-storage markets. When used in this communication, words such as “may,” “should,” “could,” “would,” “expect,” “plan,” “anticipate,” “believe,” “estimate,” “continue,” or the negative of such terms or other similar expressions, as they relate to the management team, identify forward-looking statements. Such forward-looking statements are based on the current beliefs of Janus’s management, based on currently available information, as to the outcome and timing of future events, and involve factors, risks, and uncertainties that may cause actual results in future periods to differ materially from such statements.

In addition to factors previously disclosed in Janus’s reports filed with the United States Securities and Exchange Commission (“SEC”) and those identified elsewhere in this communication, the following factors, among others, could cause actual results to differ materially from forward-looking statements or historical performance: (i) risks of the self-storage industry; (ii) the highly competitive nature of the self-storage industry and Janus’s ability to compete therein; and (iii) the risk that the demand outlook for Janus’s products may not be as strong as anticipated.

There can be no assurance that the events, results, trends or guidance regarding financial outlook identified in these forward-looking statements will occur or be achieved. Forward-looking statements speak only as of the date they are made, and Janus is not under any obligation and expressly disclaims any obligation, to update, alter or otherwise revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as required by law. This communication is not intended to be all-inclusive or to contain all the information that a person may desire in considering an investment in Janus and is not intended to form the basis of an investment decision in Janus. All subsequent written and oral forward-looking statements concerning Janus or other matters and attributable to Janus or any person acting on its behalf are expressly qualified in their entirety by the cautionary statements above and under the heading “Risk Factors” in Janus’s most recently filed Annual Report on Form 10-K and Quarterly Report on Form 10-Q, as updated from time to time in amendments and its subsequent filings with the SEC.

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