



Vera Bradley

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Welcome

We are pleased to welcome you to Vera Bradley. We rely on our Associates to help us maintain our tradition of providing outstanding customer service and unique, colorful products. Together, we work to remain steadfast in our commitment to provide high-quality products ... and have fun along the way. Congratulations on joining Vera Bradley!

The Vera Bradley Story

It all started with a friendship...Vera Bradley co-founders Barbara Bradley Baekgaard and Patricia R. Miller met as new neighbors when Patricia rang Barbara's doorbell to welcome her to their Fort Wayne, Indiana, neighborhood.

A friendship blossomed and, a short time later, Barbara and Patricia were travelling together to visit Barbara's family in Florida. On that trip in 1982, they began to notice a definite lack of feminine carry-on luggage. The two friends wasted no time in correcting this situation. Within weeks, these dynamic women had created a company (named after Barbara's mother) that was capable of manufacturing and marketing their cleverly designed quilted cotton luggage, handbags and accessories, combining smart product designs with distinctive and colorful fabrics and trims.

The demand for Vera Bradley's unique luggage and handbags has grown along with our company, which is now internationally recognized. In addition to our quilted cotton Signature Collection, Vera Bradley designs vibrant handbags, accessories, luggage, eyewear, travel items and gifts.

Our passion to help others has also continued to grow. Vera Bradley's co-founders feel strongly that it is important to give the gift of time and philanthropy. In 1998, they created the Vera Bradley Foundation for Breast Cancer in memory of a dear friend, Mary Sloan. To date, the Foundation has pledged more than \$28 million to the Indiana University Melvin and Bren Simon Cancer Center.

Vera Bradley has cultivated a loyal following of customers who look forward to new fabrics and styles each season, and also enjoy the warmth and friendliness that Vera Bradley represents. We continue to receive compliments about the function and quality that is synonymous with the Vera Bradley name. Many of our customers receive their first piece of Vera Bradley as a gift from a friend. We like to think of it as a tradition worth continuing. After all, it all started with a friendship!

Our Co-founders



Barbara B. Baekgaard is the Co-founder of Vera Bradley. She currently serves on Vera Bradley's board of directors, the Vera Bradley Foundation for Breast Cancer Board and the IU Melvin & Bren Simon Cancer Center Development Board. Barbara has four children, Joanie Hall, Amy Ray, Tom Byrne, Jim Byrne and twelve grandchildren. She enjoys spending time in both Fort Wayne, IN and New York City, NY.



Patricia R. Miller is the Co-founder of Vera Bradley and retired in 2012 to spend more time with her family. Pat currently serves on Vera Bradley's Foundation Board. She is an Indiana University Alumna, and remains active with the University. Pat and her husband, Michael Miller, have three sons, Mark, Matthew and Jay and five grandchildren. Pat enjoys spending time in both Fort Wayne, IN and Scottsdale, AZ.

Our Chief Executive Officer



Rob Wallstrom is President and Chief Executive Officer of Vera Bradley and also serves on the board of directors. He works closely with the board and management team to capitalize on significant opportunities and strategically plan future growth. His focus lies in creating collaborative and positive corporate values, while cultivating and fostering customer loyalty through brand positioning, product development, marketing and customer experiences.

Previously, Rob served as President of Saks Fifth Avenue's OFF 5TH division, where he built strong corporate values, repositioned the brand and turned the division into a growth vehicle for Saks Fifth Avenue. During his 18 year tenure with Saks Fifth Avenue and previous to his role as President for OFF 5TH, he lead various stores culminating in running the Saks Fifth Avenue iconic flagship on Fifth Avenue. He has more than 30 years in the retail industry, and holds a B.S. in Business Administration/Accounting from San Diego State University.

Please feel free to email Rob at rob@verabradley.com with your ideas, suggestions or thoughts.

Our Mission

Our Mission – To connect and empower women and girls in their unique and remarkable journeys.

Our Purpose – To make the world a brighter place.

Our Vision – To build a worldwide community that shares beauty, spreads optimism and inspires joy.

Our Diversity and Inclusion Commitment

At Vera Bradley, our purpose is fueled by our core values and the shared belief that we are truly better together. Our mission is to enhance and celebrate diversity, equity and inclusion throughout our company and in each of the communities we serve.

Our Core Values

Vera Bradley's Core Values are the cornerstone for all aspects of our business, from our Associates to our customers. We were founded and built upon these values and continue to live by them every day. We look for all of our Associates to embody our Core Values and continue the vision that was created by our co-founders.

Community

- Welcoming all, celebrating diversity and fostering community.

Empathy

- Listening, learning, seeking understanding and connection.

Kindness

- Caring for everyone we meet, leading with courage and heart.

Ingenuity

- Curious at our core, always innovating new beautiful solutions and asking, what next?

Tenacity

- Relentlessly holding true to our values, demanding quality and paving the way for new ways to uplift women.

Thoughtfulness

- Paying attention to the little things that make the ordinary, extraordinary.

Optimism

- Approaching every situation with positivity and adding a little color...and fun...along the way.

Work Environment

Vera Bradley believes in providing a clean, safe work environment for our Associates.

In addition, our open-door policy allows you the right to deal directly with your manager or other company officials with regard to all working conditions. We wish to maintain close relationships and open channels of communication with our Associates.

Vera Bradley does not have a union. We share our Associates' belief that being non-union is in your best interest. In a union-free work environment, you can speak directly with management without a third party to speak on your behalf. We greatly value our ability to talk directly with our Associates as individuals. If you have any questions about what joining a union could potentially mean for you and other Associates at Vera Bradley, please feel free to contact Human Resources.

You are encouraged to discuss ideas, suggestions, concerns or problems with your manager at any time. We want you to feel comfortable offering recommendations for improvements regarding our operations. This type of involvement and commitment from all our Associates is what allows us to continue to be a successful organization.

About This Handbook

This handbook applies to Associates of Vera Bradley Designs, Inc., as well as Associates of Vera Bradley Sales, LLC, with the exception of those Associates who work in Vera Bradley retail stores. Retail Store Associates, should refer to the "Vera Bradley Handbook - Retail."

This handbook details many of the policies and procedures of Vera Bradley. It is designed to be a working guide for Associates and managers, and to provide general information regarding benefits, policies and practices that are of direct interest to all our Associates. Please read it carefully and keep it for future use. If questions arise, do not hesitate to speak with your manager. Due to our changing operational needs and government regulations, items within this handbook may be modified from time to time at the sole discretion of Vera Bradley. We will use our best efforts to keep you informed of any changes that may affect you. This handbook supersedes all prior handbooks, updates, manuals and policy statements issued by Vera Bradley.

Employment

Employment at Will

Just as any Associate may resign at any time for any reason, or for no reason at all, Vera Bradley reserves the right to release an Associate at any time, for any reason, or for no reason at all, with or without notice.

Further, this Handbook neither implies nor establishes a contract between Vera Bradley and the Associate. All Associates of Vera Bradley are at-will Associates.

No representative of Vera Bradley has authority to enter into any agreement contrary to the foregoing 'employment at will' relationship, unless approved by the Board of Directors, and then such agreement must be in writing. This policy applies to all Associates regardless of their length of service.

Vera Bradley retains the right to change any of the benefits, terms and conditions of employment, including but not limited to, those terms set forth in this Handbook, without advance notice, at Vera Bradley's sole discretion.

Associate files are confidential in nature and deemed to be property of Vera Bradley. You will not be provided access to your respective Associate file unless expressly permitted by state law.

The most current Vera Bradley policies and procedures, including this handbook, are available on the Thread under "Company Documents." If you would like to obtain a hard copy of the most recent version of this Handbook, it is available through Human Resources.

Equal Employment Opportunity Affirmative Action Policy

It is Vera Bradley's policy that, as required by law, equal employment opportunities be available to all persons without regard to race, sex, sexual orientation, gender, gender identity, gender expression, marital status, age, color, religion, creed, national origin, ancestry, mental or physical disability, medical condition, genetic information, military or veteran status or any other category protected under applicable federal, state or local law. We do reserve the right to refuse to hire or continue the employment of undocumented workers. This policy applies to Associates and applicants, and to all phases of employment, including but not limited to, hiring, promotion, demotion, compensation and termination of employment. As well, Vera Bradley will recruit, hire, train, and promote persons in all job titles and assure that all other personnel actions are administered, without regard to disability or protected veteran status; and Vera Bradley will insure that all employment decisions are based only on valid job requirements.

Vera Bradley is committed to take affirmative action to employ and advance employment of protected veterans and individuals with disabilities. If you would like to review Vera Bradley's affirmative action plan for protected veterans and individuals with disabilities, please submit a written request to Human Resources to arrange a time and place for you to review the Affirmative Action Plan.

Vera Bradley prohibits harassment of any individual on the basis of any protected status, including disability or protected veteran status. Associates and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any of the following activities including:

1. Filing a complaint of harassment or discrimination based upon a protected status;
2. Assisting or participating in an investigation, compliance evaluation, hearing or other activity related to the administration of any federal, state or local equal employment opportunity or affirmative action statute;
3. Opposing any act or practice made unlawful by federal, state or local law requiring equal employment opportunity or affirmative action; or
4. Exercising any other employment right protected by federal, state or local law or its implementing regulations.

Associates who may need an accommodation for a disability should contact Human Resources to discuss the situation and the Associate's options under company policy.

Applicants with questions or complaints about any type of employment-related discrimination or harassment are encouraged to contact applicationassistance@verabradley.com.

Vera Bradley's EEO policy, as well as its affirmative action obligations, receive the full and complete support of Vera Bradley, including its Chief Executive Officer. Overall responsibility for the implementation of Vera Bradley's equal employment opportunity programs and for affirmative action compliance activities is assigned to Julie North, Vice President of Human Resources.

Anti-Harassment Policy

Vera Bradley is committed to providing a workplace free of harassment of any Associate because of the Associate's race, sex, creed, religion, age, color, national origin, ancestry, genetic information, medical condition, military or veteran status, gender, gender identity, gender expression, sexual orientation, mental or physical disability or any other category protected under federal, state or local law. Harassing conduct includes, among other things:

- Epithets, slurs, stereotyping, threatening, intimidating or hostile acts that relate to race, sex, age, color, religion, national origin, disability or other characteristic protected by applicable law.
- Written or graphic material that defames or shows hostility or aversion toward an individual or group because of race, sex, age, color, religion, national origin, disability or other characteristic protected by applicable law.

Vera Bradley is committed to protecting Associates from such harassment whether from other Associates or non-Associates such as customers or vendors.

Specifically included in this policy is a commitment to provide a workplace free of sexual harassment. Sexual harassment may include but is not limited to the following:

- Unsolicited and unwelcome comments or conduct of a sexual nature or that are demeaning to women or men as a group (for example, offensive or vulgar jokes, name-calling, comments about one's body or sex life, stereotyping based on a person's sex, touching, leering, ogling, patting, pinching, indecent exposure, physical gestures or displaying sexually explicit photographs or objects that might interfere with a reasonable person's work).

- Unsolicited and unwelcome demands or requests for sexual favors or social or sexual encounters.
- An explicit or implicit promise of preferential treatment with regard to a person's employment in exchange for sexual favors or sexual activity.
- The use of an Associate's or applicant's submission or rejection of sexual conduct as the basis for making, influencing or affecting an employment decision that has an impact upon the terms and conditions of the individual's employment (for example, hiring, firing, promotion, demotion, compensation or working conditions).

Given the nature of this type of conduct and the serious effects such conduct can have on the person harassed and the accused, Vera Bradley treats alleged violations of this policy seriously and, to the extent possible, confidentially. Vera Bradley expects all individuals to treat alleged violations in the same responsible manner.

If you believe you or any other Associate is being subjected to conduct or comments that violate this policy, you are encouraged, and have a responsibility, to immediately report these matters to a member of Human Resources or any other member of upper management.

No action will be taken against any Associate because he or she reports behavior believed to violate this policy. Information about the complaint will only be shared on a need-to-know basis. All Associates are assured that action will be taken to investigate and resolve complaints and that Vera Bradley is firm in our commitment to maintaining an environment free of discrimination and harassment.

Violations of this policy will not be tolerated and will result in appropriate corrective action, up to and including termination.

Please help us create a work environment free from discrimination and harassment.

Ethics Hotline

In the event that you are not comfortable communicating directly with management, Vera Bradley provides a reporting tool that enables you to express your concern in a confidential and anonymous manner. This reporting program may be used for the report of a variety of ethical, integrity and compliance issues, and can be accessed on the Thread, which is Vera Bradley's Intranet site. The reporting tool can also be accessed directly at www.integrity-helpline.com/verabradley.jsp or by calling (877) 702-8372.

Employment Definitions

"EMPLOYMENT STATUS" at Vera Bradley is defined as follows:

- Full-time: An Associate who is regularly scheduled to work 32 hours or more per week
- Part-time: An Associate who is regularly scheduled to work less than 32 hours per week

Employment status will be reviewed at a minimum of annually based on the average number of hours worked in the prior calendar year or as there are changes in terms of employment, such as a change in an Associate's schedule availability.

“EMPLOYMENT TYPE” at Vera Bradley is defined as follows:

- Regular: Associates who are employed to work full-time or part-time on a regular basis
- Seasonal/Intern: Associates who are employed for a specific project or seasonal requirement
- Non-exempt: Associates who are paid based on an hourly wage and are eligible for overtime
- Exempt: Associates who are paid based on a bi-weekly wage and are typically not eligible for overtime

As used in this handbook, the term “manager” means the direct supervisor of an Associate.

If you have any questions regarding your employment status, employment type or manager, please contact Human Resources.

[Work Schedule and Timekeeping](#)

The workweek begins on Sunday and ends on Saturday. A normal workweek consists of five (5) consecutive days, Monday through Friday. A normal workday consists of eight hours of work, including two paid 10 to 15 minute rest breaks with a 30 minute unpaid meal break. At the discretion of Human Resources and management, alternative work schedules may be implemented by location and by job classification and may include a workweek consisting of five consecutive days, Sunday through Thursday and/or some variation on hours. Associates will be notified by their respective managers if an alternative work schedule is in effect for their location.

[Distribution Center](#)

Associates working in the Distribution Center are scheduled for a regular eight hour day, including two paid 10 minute rest breaks and a paid 30 minute meal break. Associates are not permitted to leave the premises for these breaks.

[Customer Service](#)

Customer Service Associates are scheduled for a regular eight-and-a-half hour day, including two paid 15 minute rest breaks and an unpaid 30 minute meal break.

[Part-time Work Schedule](#)

Part-time Associates work an alternative work schedule. Part-time Associates are expected to work a minimum of 16 hours per week unless otherwise approved by department management. In certain cases, part-time Associates may be required to work up to 40 hours per week during peak seasons, weekends and holidays. On the occasion that you know in advance that you are unable to work your scheduled shift, you are expected to first ask to trade with another part-time or full-time Associate. Manager approval is required if an Associate cannot trade with another Associate to cover the schedule.

Timekeeping

Non-exempt Associates must record their starting and ending work time via the electronic time and attendance system located on the Thread. All hours are to be reviewed by the Associate and approved by the appropriate manager prior to submission to Payroll.

Separation

Separating Associates are to be paid at their full rate of pay through the last day worked. Payment will also include earned, unused Managed Time Off (MTO). In general, Associates are not paid for unused holidays or reward days. See Managed Time Off policy.

Upon separation of employment from Vera Bradley, you must reimburse any monies owed to Vera Bradley for outstanding purchases. In addition, any Vera Bradley property such as cellular phones, laptop computers, tools, etc., must be returned to Vera Bradley in good working condition on the last day of employment.

If you choose to retire, you are subject to the same provisions as an Associate who separates under other circumstances. However, the Vera Bradley Profit Sharing 401(k) Plan has specific guidelines regarding retirement and the distribution of funds.

Attendance and Tardiness

The success of Vera Bradley depends on each Associate's job performance. Regular and punctual attendance is an essential part of job performance. Whenever possible, we ask that you conduct personal business and make appointments outside of your scheduled work hours. We recognize that there will be special circumstances that are beyond your control; however, Vera Bradley must maintain a stable work force to meet our business needs.

You are required to report for work punctually as scheduled and to work all scheduled hours and any scheduled overtime. You are considered tardy if you clock in one minute past your scheduled start time. This includes returning from a scheduled break. If you volunteer for overtime and fail to report to work, that absence will be treated as a scheduled work day absence.

You are encouraged to utilize MTO for scheduled absences. You must request and receive approval for MTO at least one hour in advance. Under special circumstances (also with one hour advanced managerial approval), you may request flex time. If approved, flex time will allow you to make up time missed, provided the time is made up during that same work week as the missed time. A maximum of four hours of pre-approved flex time will be available to you each calendar month, provided you are not on a Step 2 or greater corrective action (see "Disciplinary Policy"). Approval of flex time will be based on business needs.

Regardless of whether or not you have MTO available, you are required to notify your manager (or Human Resources if your manager is unavailable) as far in advance as possible whenever you are unable to report for work, know you will be late or must leave early. You should also indicate when you can be expected to report for work.

Associates who do not notify Vera Bradley of an absence as required will be subject to discipline up to and including termination. Associates may be required to certify that they are fit to return to work.

Associates who are absent for two consecutive days and/or shifts without giving proper notice to Vera Bradley will be considered as having voluntarily resigned from employment at Vera Bradley.

Associates who are absent for more than three consecutive days and/or shifts due to a serious health condition may be eligible for leave pursuant to the Family and Medical Leave Act of 1993. Please see “The Family and Medical Leave Act” for related obligations and requirements.

You are expected to report to work during inclement weather. Unless a Level 3 snow emergency is declared for Allen County, it is highly unlikely Vera Bradley will close or restrict business hours. However, you should always use your best judgment when determining whether or not it is possible to safely travel to work during inclement weather. If you feel it is unsafe to travel to work, you have the option to utilize MTO for a weather-related absence. Be advised if you must miss work due to a weather related incident and the office remains open, the absence will be considered an occurrence unless a Level 3 emergency is declared in your county of residence. If you are late because of weather conditions, you may be given a chance to make up missed time if work schedules and conditions permit as determined by your manager.

If weather conditions or other unforeseen circumstances call for less than normal business hours local media (WANE Channel 15, WPTA Channel 21 and/or MAJIC 95.1) and/or an internal communication service will provide information to Associates regarding a change in business hours.

While not an all-inclusive list, the following will each be considered one “occurrence” and will result in corrective action as described below, up to and including termination:

- Tardiness (one minute past your scheduled start time, including returning from scheduled breaks).
- All unexcused absences (paid or unpaid) taken without prior approval (regardless of whether or not covered by MTO, Reward Days and Flex Time). Each unexcused shift missed is a single occurrence.

All full-time and part-time non-exempt Associates will be subject to the following corrective action steps for absenteeism:

1. Verbal Warning – the result of six occurrences during a rolling 12-month period.
2. Written Warning – the result of nine occurrences during a rolling 12-month period.
3. Probation – the result of 11 occurrences during a rolling 12-month period.
4. Termination – the result of 12 occurrences during a rolling 12-month period.

Any Associate who receives two probations for attendance and/or performance in any rolling 24-month period is subject to immediate termination.

A “rolling 12-month period” is defined as the 12-month period measured backward from the present date. A “rolling 24-month period” is defined as the 24-month period measured backward from the present date.

Qualified absences for Workers' compensation, FMLA (if applicable), approved MTO leave, Jury Duty, Bereavement Leave, Non-FMLA New Child Leave or Military Leave will not be counted as absences under this policy. Furthermore, time off on a qualified absence will not be considered in the calculation of the rolling twelve month period. Other absences due to lack of work, unforeseen business closings, company meetings, etc., will be excused if approved in advance by Vera Bradley.

Position Vacancies

In addition to the Equal Employment Opportunity Affirmative Action Policy, Vera Bradley adheres to the following guidelines with regard to minimum qualifications for the employment or position change of Associates.

A job description is developed for each position and identifies minimum qualifications, duties, employment status and job level. Job descriptions are reviewed periodically and updated as necessary by management and Human Resources. Promotion from within is desirable; however, Associates will be considered together with other applicants on the basis of past work performance and minimum qualifications as identified in the job description. Associates must remain in their position for a minimum of six months before applying for positions outside of their department. Furthermore, Associates on a Step 2 Corrective Action or greater (see "Disciplinary Policy") will not be considered for open positions without prior approval of Human Resources, in Vera Bradley's sole discretion. There is no promise or guarantee that internal applicants will receive any different consideration than an external applicant for an available position. Furthermore, internal candidates must inform their manager before applying for open positions.

If a job opportunity becomes available, a job posting (including a summary of the job description) will be posted on the electronic Human Resources system via the Thread to provide an opportunity for Associates to express an interest in being considered for the position. Certain positions may not be posted if an Associate within the department meets the qualifications for the position. Qualified Associates may be considered outside of the normal posting procedure at the discretion of Human Resources. Only Human Resources has authority to provide offers for job vacancies.

Vera Bradley will consider the employment of relatives along with other external candidates on the basis of their qualifications and experience. Regular employment of immediate family members reporting to the same manager, resulting in a manager/subordinate relationship, or a conflict of interest is not permitted. Immediate family members are defined as spouse, sibling, child and parent or any step relative variation of the above

Employment Verification

Any inquiries which are received either verbally or in writing, regarding a present or past Associate, are to be referred to www.i2verify.com or contact i2verify at 1-888-458-6319. Questions regarding employment verifications or this service can be directed to the Payroll department.

Layoff and Recall

Every effort will be made to maintain a steady level of employment for Associates. However, if a reduction in the workforce becomes necessary due to low customer demand or other factors, layoffs shall be made at the sole discretion of Vera Bradley.

If layoffs occur, they will be based on the following factors: (a) each Associate's level of skill and proficiency; (b) past work record; (c) the ongoing business requirements of Vera Bradley; and (d) the Associate's time of service as the determining factor when all other considerations are equal. Laid off Associates will be called back based on these same factors, with time of service again being the determining factor when all other factors are considered equal.

If you are laid off and called back within six (6) months, or a period of time equal to your length of service at layoff, or whichever is shorter, you will be reinstated with your original service date. Those not recalled within this time frame will be considered to have had their service with Vera Bradley broken.

Recalls will be made in writing by certified mail to your last known address on file. If you fail to return or notify Vera Bradley why you cannot return to work within a period of five (5) working days after the date of the certified mailing, you will be considered as having voluntarily resigned.

Compensation

We believe that the Associates of Vera Bradley represent our company's most significant asset. Vera Bradley's corporate values continue to reflect our founding philosophy of hiring qualified individuals who meet and/or exceed their necessary job requirements, embody our Core Values and demonstrate a commitment to excellence.

It is our intention to compensate our Associates in a manner that is highly competitive with other employers in our community, and also within our industry. Vera Bradley strives to recognize and reward exceptional Associate performance.

Deductions will be made from your pay only as permitted by federal and state law, including deductions that may be made for salaried Associates who are classified as exempt. Improper pay deductions may not be made from the pay of Associates who are subject to the salary basis test under the Fair Labor Standards Act.

It is a violation of Vera Bradley's policy for any Associate to falsify a time card, to modify and/or approve his or her own timecard, or to modify another Associate's time card. It is also a serious violation of our policy for any Associate or manager to instruct another Associate to incorrectly or falsely report hours worked or alter another Associate's time card to under- or over-report hours worked. If any manager or Associate instructs you to: (1) incorrectly or falsely under- or over-report your hours worked, (2) alter another Associate's time records to inaccurately or falsely report that Associate's hours worked, or (3) conceal any falsification of time records or to violate this policy, do not do so. Instead, report it immediately to Human Resources.

If you are a non-exempt Associate, you should not work any hours outside of your scheduled work day unless your manager has authorized the unscheduled work in advance. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your time card. Associates are prohibited from performing any "off-the-clock" work. Any Associate who fails to report or inaccurately reports any hours worked will be subject to corrective action, up to and including termination.

If you have questions or concerns about deductions from your pay, please contact Payroll immediately. If you believe your wages have been subject to any improper deductions or your pay does not accurately reflect all hours worked, you should report your concerns to your manager. If you have not received a satisfactory response, you may also contact Payroll or Human Resources.

Every report will be fully investigated and corrective action will be taken, up to and including termination of any Associate(s) who violates this policy.

In addition, Vera Bradley will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the investigation of such reports. Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in corrective action, up to and including termination.

Pay

Each paycheck pays you for the time worked in two calendar weeks, called a pay period. These biweekly pay periods begin Sunday and continue through Saturday two weeks later.

Payday is every other Friday. You may access your statement outlining pay detail electronically through a link on the Thread. For your protection, your pay detail will not be given to another person.

Associates are paid through direct deposit. Upon completing the proper paperwork, your pay will be automatically deposited into your checking and/or savings account(s) as directed by you.

It is Vera Bradley's intent to comply with any state laws which require pay or other benefits other than as specified above. If you have a question regarding your state's laws, please contact Human Resources.

Non-Exempt Associates

If you are classified as a non-exempt Associate, you must maintain a record of the total hours you work each day. Each Associate is provided an electronic time card and is responsible for clocking in and out at the beginning and end of your shift. Clocking in for any other Associate is a terminable offense. When you receive each paycheck, please verify immediately that you were paid correctly for all regular and overtime hours worked.

Exempt Salaried Associates

If you are classified as an exempt salaried Associate, you will receive a salary which is intended to compensate you for all hours you may work for Vera Bradley. This salary will be established at the time of hire or when you become classified as an exempt Associate. While it may be subject to review and modification from time to time, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

You will receive your full salary for any workweek in which work is performed. However, under Federal law, your salary is subject to certain deductions. For example, unless State law requires otherwise, your salary can be reduced for the following reasons in a workweek in which work was performed:

Full-day absences for personal reasons; if no MTO is available

- Full-day absences for sickness or disability, Vera Bradley has MTO for sickness and a short-term disability plan
- Family and Medical Leave absences (either full- or partial-day absences)
- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies as well as major safety violations
- The first or last week of employment in the event you work less than a full week

You will be required to use accrued MTO or other forms of paid time off for full-day absences for personal reasons, sickness or disability. In addition, you will be required to use MTO or other forms of paid time off for partial-day absences if those absences are due to FMLA-qualifying intermittent leave. However, your salary will not be reduced for partial-day absences if you do not have accrued paid time off.

Overtime

Due to the nature of our business, daily and weekly workloads change, thus making it periodically necessary to ask Associates to work overtime. Non-exempt Associates will be compensated for overtime in accordance with applicable State and Federal laws. Paid holidays, Managed Time Off (MTO), Volunteer Time Off (VTO), Bereavement Leave and Jury Duty will be included as “hours worked” for purposes of calculating overtime pay. Meal breaks and Short-Term Disability will not be included as “hours worked” for purposes of calculating overtime pay.

All overtime must be pre-approved by your manager and time records must have the manager’s approval before they are submitted to Payroll for processing.

Overtime compensation will be paid to non-exempt Associates for hours worked in excess of forty (40) hours during the normal workweek at one and a half times their regular hourly rate.

Exempt salaried Associates may be expected to work in excess of the normal workweek without receiving additional compensation.

For California Associates: Flex time – if your manager approves your written request for flex time to make up for time that is or would be lost as a result of an absence, the hours of flex time will not be counted toward computing the total number of hours worked in a day for purposes of daily overtime, except hours in excess of eleven (11) hours per day or forty (40) hours per week. This only applies to flex time hours performed in the same workweek as the missed work.

Emergency Call-In Pay

If, as a non-exempt Associate, you are called to report to work in an emergency situation (e.g., emergency maintenance request) outside of your normal work schedule, you will be paid for travel time from home to Vera Bradley (and return) in addition to hours worked on-site. You will be paid a minimum total of four hours pay per call-in.

You are not entitled to additional pay should you leave the premises and be called back into work for any reason within the initial four-hour call-in period.

On-Call Pay

If, as a non-exempt Associate, you are on call outside of your normal work schedule, you will be paid a minimum of four hours pay per seven-day on-call cycle.

Performance Management

Open Door Policy

We wish to maintain open channels of communication with all our Associates.

Vera Bradley's policy has been, and will continue to be, an open door policy under which you have the right to deal directly with your manager and other Vera Bradley executives with regard to all working conditions on an individual basis.

Your manager is your best and fastest source of information. You are encouraged to discuss your ideas, suggestions, concerns or problems with your manager at any time. We want you to feel comfortable offering recommendations for improvement. Although there is a formal evaluation system in place, we strongly encourage you to discuss matters throughout the course of your work. In the event that you would not feel comfortable addressing concerns with your manager, please contact Human Resources.

In addition, Vera Bradley provides a reporting tool that enables you to express your concern in a confidential and anonymous manner. This reporting program may be used for the report of a variety of ethical, integrity and compliance issues, and can be accessed on the Thread, which is Vera Bradley's Intranet site. The reporting tool can also be accessed directly at www.integrity-helpline.com/verabradley.jsp or by calling (877) 702-8372.

Performance Evaluations

Vera Bradley has a practice of performing periodic Associate performance evaluations called Quarterly Connections.

The purpose of these Quarterly Connections is to give an objective assessment and recognition for work accomplished, as well as to establish mutual goals for future development. It is an opportunity to discuss your skills, abilities and job performance, and to resolve any problems in these areas. In the first Quarterly Connection of the new fiscal year, we ask that you complete a self-evaluation in addition to the evaluation that will be completed by your manager. Consideration for merit increases will be evaluated annually based on job expectations (as outlined in your job description) and goal performance.

Your evaluation will be discussed in confidence with your manager, and you will be asked to electronically acknowledge receipt of the evaluation. It will be placed in your Associate file and will become part of your employment record.

Benefits

The following benefits under this section are available only to those Associates who meet the eligibility requirements set forth in each benefit plan. Generally, these benefits are available only to qualified full-time Associates who are regularly scheduled to work an average of 32 hours or more per week (different eligibility requirements apply to the 401(k) plan). While every effort has been made to accurately summarize these benefits below, the terms and conditions of the various benefits are governed solely by the legal plan documents that describe those benefits. If there is any discrepancy between the legal plan documents and the information below, the legal plan documents will control. Detailed outlines of benefits offered are available on the Thread.

Vera Bradley may modify or terminate Associate benefit plans and programs to comply with regulatory requirements or otherwise in its sole discretion. Any modifications are required to comply with ERISA, DOL and regulatory requirements.

Medical and Dental Insurance

Vera Bradley offers health and dental insurance to regular full-time Associates. You must work at Vera Bradley for a total of 60 days before you will be eligible for insurance. Specific policy coverage and other plan information can be found on the Thread. Enrollment is completed through Workday

Vera Bradley will pay a portion of the health and dental insurance premium for each Associate. The remainder of the premium for this benefit will be deducted from your biweekly paycheck beginning with the pay cycle in which the coverage becomes effective. You must determine whether you will be participating in the health insurance plan and complete the selections in workday within the wait period. For an additional premium, you may elect to cover eligible dependents on your plan; however, in an effort to keep our premiums as low as possible, spouses must participate in medical benefits through their employer if eligible.

The Patient Protection and Affordable Care Act of 2010 (“ACA”) requires employers to offer medical coverage to Associates who work an average of 30 hours or more during the determination period or potentially pay a penalty. If Vera Bradley decides to offer medical coverage to those part-time Associates working more than 30 hours, Vera Bradley will contact the individuals directly.

Please see the appropriate Summary Plan Description available on the Thread for additional information regarding this benefit.

Life Insurance

As a regular full-time Associate, you must work at Vera Bradley for a total of 60 days before becoming eligible for a Life and Accidental Death and Dismemberment insurance policy. The policy is equal to two times an Associate’s annual base salary up to \$450,000 and is provided at no cost to the Associate. Voluntary Life Insurance is also available.

The policy must be in force at the time of your death for benefits to be payable.

Please see the appropriate Summary Plan Description available on the Thread for additional information regarding this benefit.

Short-Term Disability

Short-term disability is defined as “the inability to perform one’s normal work duties for reasons of illness or injury.” The illness must be supported by a physician’s diagnosis of the medical need for leave. Vera Bradley reserves the right to obtain a second or third medical opinion by a health care provider to determine whether, and to what extent, a serious health condition exists; however, Vera Bradley will make the final determination as to leave eligibility. This benefit is provided at no cost to you.

All regular full-time Associates with at least one year of credited service at the time they first become disabled are permitted up to six weeks of short-term disability, paid at 100% of regular pay. Disability benefits will be paid as of the first day of disability if your disability extends beyond the 7 calendar day elimination period. If your disability does not last more than 7 consecutive calendar days, no benefit is payable under the short-term disability benefit.

Benefits are determined at the time the Associate first becomes disabled. The eligibility requirement cannot be met nor can additional weeks of benefits be earned based on the rolling twelve month provision while the Associate is disabled and not actively at work.

You may also qualify for an intermittent paid leave. An intermittent leave is one where you require non-consecutive days of leave due to a recurrent disability. A recurrent disability is a disability due to an injury or illness which is the same as, or related to, the cause of a prior disability for which benefits were payable under the policy. Intermittent leave for recurrent disability will be allowed as follows:

1. Intermittent leave for recurrent disability will be allowed without a new elimination period if the disability is related to a prior disability and if the Associate returns to his or her regular position on a full-time basis for less than six months.
2. Intermittent leave for recurrent disability will be treated as a new period of disability and a new elimination period must be completed before benefits are payable, if the Associate returns to his or her regular position on a full-time basis for more than six months.
3. The amount of short term disability leave available for use as intermittent leave is reduced by the amount of short term disability leave used for the same recurrent illness during any rolling 24-month period (measured backward from the period of taking leave).

Under no circumstances will any combination of paid leaves exceed a six-week period in total during any rolling 12-month period (measured backward from the period of taking leave).

If you are eligible for any other leave of absence and the time off for short -term disability would otherwise qualify for another leave, such time off will be designated to run concurrently (e.g., FMLA).

You will be required to exhaust all current earned MTO and Reward Days before being considered for unpaid time off pursuant to an approved leave of absence. Associates may elect to reserve a maximum of 40 hours of their total annual accrual of MTO to be used upon return from leave.

Associates may also be eligible for other benefits under a state, local or Federal program. If you are eligible for a state, local or Federal program that provides “Other Benefits” related to the health condition for which you are requesting payment under the Vera Bradley Short Term Disability Plan, Vera Bradley requires that you apply for these “Other Benefits” at the earliest eligibility date. Where applicable, Vera

Bradley will request reimbursement of the "Other Benefits". If you have questions about your eligibility under a state, local or Federal program, please contact Human Resources.

Vera Bradley Paid Family Leave Policy

This policy provides paid leave for Associates and their immediate family members for medical-related absences.

Eligible Associates must meet all of the following criteria:

- One full year of continuous credited service and actively working on the date leave begins
- Worked at least 1,250 hours during the 12 months immediately preceding the date the leave would begin
- A full or part-time, regular Associate

This policy will run concurrently with Family and Medical Leave Act (FMLA) leave. As is the case with all company policies, Vera Bradley has the exclusive right to interpret this policy.

Vera Bradley provides four weeks of paid leave at 100% of Associate's base pay for the qualifying events listed below per rolling 24 consecutive calendar months. Leave may be taken on an intermittent basis.

- Birth of an Associate's child and to care for the child/baby bonding. Associates must be FMLA eligible at the time of their child's birth
- Placement of a child with the Associate for adoption or foster care. Associates must be FMLA eligible at the time of their child's adoption
- 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 functions of his or her position. Associate must be on FMLA leave at the onset of the condition
- Any qualifying exigency due to an Associate's spouse, child or parent being on covered active duty (or having been notified of an impending call or order to covered active duty) in the armed forces
- To care for a service member who is the Associate's spouse, child, parent or next of kin

Leave will be paid at 100% of pay based on a 40-hour workweek for full-time Associates. Part-time Associates will receive Paid Family Leave on a prorated basis determined by their average weekly hours over the preceding 12 months.

Associates may also qualify for intermittent paid family leave. An intermittent leave is one where you require non-consecutive days of leave due to a qualifying and recurrent serious illness for you or a family member.

The Associate must provide Human Resources within 30 days' notice of the requested leave (or as much notice as practicable if the leave is not foreseeable) and submit the leave request forms to Human Resources.

Upon termination of the individual's employment at the company, he or she will not be paid for any unused Vera Bradley Paid Family Leave for which he or she was eligible.

Associates may also be eligible for other benefits under a state, local or Federal program. If you are eligible for a state, local or Federal program that provides "Other Benefits" related to the health condition for

which you are requesting payment under the Vera Bradley Short Term Disability Plan, Vera Bradley requires that you apply for these “Other Benefits” at the earliest eligibility date. Where applicable, Vera Bradley will request reimbursement of the “Other Benefits”. If you have questions about your eligibility under a state, local or Federal program, please contact Human Resources.

State Sick Leave

It is Vera Bradley’s intent to comply with any local and state laws which require leave polices or other benefits other than as specified in this Handbook. If you have a question regarding your local and /or state’s specified sick leave laws or your eligibility or accrual amount, please contact Human Resources. You are required to request state or local sick leave (if eligible) via the electronic Time and Attendance system and it must be approved by your manager. You should request local or state sick leave as far in advance as possible.

New York City Associates – Paid Safe and Sick Leave Policy

Regular Full-time Associates

Vera Bradley’s MTO policy is more generous than required under NYC law so no additional time is available under the Paid Safe and Sick Leave Policy for New York City Associates.

Associates may use up to 56 hours of MTO as “safe/sick time” without any condition that the NYC Paid Safe and Sick Leave Law prohibits nor will an Associate be disciplined if under the NYC Paid Safe and Sick Leave such discipline is not allowed so long as the Associate has not exhausted the annual 56 hours of MTO allowed to be used as designated Safe/Sick time.

Regular Part-time Associates and Seasonal Associates

Under New York City’s Earned Safe and Sick time Act (Paid Safe and Sick Leave law), certain Associates have a right to safe and sick leave. Go to www.nyc.gov/paidsickleave to learn who is covered by the law.

Associates have a right to safe leave, which you can use to seek assistance or take other safety measures if you or a family member may be the victim of any act or threat of domestic violence or unwanted sexual contact, stalking, or human trafficking.

Associates have a right to sick leave, which you can use for the care and treatment of yourself or a family member.

Associates may earn up to a total of 56 hours of safe and sick leave every calendar year. You may use any earned leave for either safe or sick leave purposes. The Vera Bradley Designs’ calendar year begins on January 1 and ends on December 31.

Rate of Accrual and Availability for Use

Associates begin to accrue safe and sick leave on their first day of employment at the rate of one hour for every 30 hours worked, up to a maximum of 56 hours of safe and sick leave per calendar year. Safe and sick leave is available for use after 120 days of employment. Associates can carry over up to 56 hours of

Safe and Sick leave effective January 2021, but not more than 56 hours of Safe and Sick leave can be taken in a calendar year. Unused Safe and Sick Leave is not paid out at separation of employment

Acceptable Reasons to use Safe and Sick Leave

Associates can use safe and sick leave to take time off from, work when:

- You have a mental or physical illness, injury, or health condition; you need to get a medical diagnosis, care, or treatment of your mental or physical illness, injury or condition; you need to get preventative medical care
- You must care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or who needs preventative medical care (Vera Bradley defines a family member as defined under the governing statute.)
- Your employer's business closes due to a public health emergency or you need to care for a child whose school or child care provider closed due to a public health emergency
- You or a family member may be the victim of any act or threat of domestic violence or unwanted sexual contact, stalking, or human trafficking and you need to take actions necessary to restore the physical, psychological, or economic health or safety of you or your family members or to protect those who Associate or work with you.

How to Request Safe and Sick Time

Vera Bradley requires safe and sick leave be requested via the electronic Time and Attendance system. You should request safe and sick time as far in advance as possible. Safe and sick time may be taken in minimum increments of 15 minutes. If the need is foreseeable, Vera Bradley requests 14 days advance notice. If the need is unforeseeable, Vera Bradley requires you to give notice as soon as practicable.

Confidentiality

No person or entity may require the disclosure of details relating to an Associate's or his or her family member's medical condition as a condition of providing sick or safe time. Any health information about an Associate or an Associate's family member obtained solely for the purposes of utilizing sick and safe time pursuant to ESSTA shall be treated as confidential and shall not be disclosed except by the affected Associate, with the permission of the affected Associate or as required by law.

Long-Term Disability

After one year of service, Vera Bradley provides long-term disability benefits for all regular full-time Associates. This coverage applies to a disability that prevents you from working 90 days or more. This benefit is provided at no cost to you.

If you are eligible for any other leave of absence and the time off for long-term disability would otherwise qualify for another leave, such time off will be designated to run concurrently.

Please see the appropriate Summary Plan Description available on the Thread for additional information regarding this benefit.

Section 125 Flexible Spending Plan

The Section 125 "Flexible Spending Plan" allows all full-time Associates to set aside funds, through payroll deductions, on a pretax basis to cover certain un-reimbursed medical expenses, dental expenses, vision expenses, transportation expenses, parking expenses (e.g., co-pay amounts, prescriptions, etc.) and dependent day care expenses. The maximum annual amount that may be contributed varies by type of flexible spending account.

Any premium that is paid by you for health and dental insurance will also be deducted from your pay on a pretax basis through this Plan, unless otherwise specified by you. You become eligible for this benefit after 60 days of service. The administrative fees associated with this Plan are paid for by Vera Bradley.

Please see the appropriate Summary Plan Description available on the Thread for additional information regarding this benefit.

Employee Assistance Program (EAP)

The Employee Assistance Program is a free service offered to all full-time and part-time Associates. This service provides you and eligible family members with confidential counseling and online resources for a variety of issues you may face in your daily work and home lives in the areas of emotional wellbeing, family life, healthy living, leadership skills and legal and financial needs. For a full list of services view A Life Well Lived link on the Thread.

Associates can access Employee Connect/ComPsych services by visiting www.GuidanceResources.com or talk with a specialist at 888-628-4824.

Profit Sharing 401(k) Savings Plan

Vera Bradley is pleased to offer a Profit Sharing 401(k) Savings Plan to eligible Associates. You must complete one Year of Service, and be 21 years of age to participate in this plan. A Year of Service is earned if you work more than 1,000 hours in the first 12 months you are employed or in any subsequent Plan Year. Enrollment dates are January 1 and July 1 of each year. Once enrolled, you may change your plan election at any time. Fund transfers can be made at any time throughout the year.

You may contribute a portion of your gross pay, each pay period, to the 401(k) Plan up to the annual IRS maximum. You may elect to defer funds as traditional pre-tax contributions or as Roth after-tax contributions.

The Vera Bradley matching contribution will be announced annually. Vera Bradley may also make a discretionary contribution to the Plan based on profits of the previous year.

Please see the appropriate Summary Plan Description available on the Thread for additional information regarding this benefit.

Workers' Compensation

Workers' compensation provides coverage for on-the-job accidents and injuries according to the State's regulations. Vera Bradley pays the full cost of this benefit, which helps to pay medical bills and provides continuing income should you become temporarily or permanently disabled as a result of a work-related injury or illness.

Any Associate suffering a work-related injury or illness must immediately report it to his/her manager.

In addition, managers must report all work-related injury or illnesses to the EH&S Manager. The Associate will then be directed to the appropriate medical facility for initial treatment as necessary. If additional treatment is required Associates should try and schedule all follow up treatment, exams, testing and physical therapy outside of their normal scheduled work hours.

If the Associate is eligible for any other leave of absence and the time off for Workers' Compensation would otherwise qualify for another leave, such time off will be designated to run concurrently.

Vera Bradley is committed to preventing workers' compensation fraud and will prosecute for such fraud where appropriate. Among others, types of workers' compensation fraud include:

- Claiming a job-related injury that never occurred
- Malingering or working while allegedly disabled
- Associates collecting workers' compensation wage payments while working at another job
- Physicians billing for services not rendered

Please note that fraudulent activity happens in a very small percentage of cases. Associates should always offer support to injured colleagues.

Matching Gifts Program and Leadership Grants

In support of Vera Bradley's commitment to philanthropic activities and to higher education, we are pleased to offer matching gifts and leadership grants to support those organizations and educational institutions Associates support with financial gifts or through service on a Board of Directors of a non-profit organization. All regular Associates are eligible to participate in the matching gifts program and leadership grants.

Matching Gifts

An Associate may request that Vera Bradley match the Associate's donation to a charitable organization. The Associate's gift must be paid (not merely pledged) before the gift will be matched. Single-event donations in the form of cash gifts of \$50 or greater will be matched dollar for dollar up to \$500. You are permitted to apply for a maximum of three single charitable donations per fiscal year, subject to a maximum annual match of \$500 per Associate. Matching gifts are available on a first-come, first-serve basis, until all available funds are depleted.

Once the annual matching gift program funds are depleted, applications will no longer be accepted. In order to match Associate donations to charitable organizations under this program, the organization must be recognized as nonprofit and tax-exempt under Section 501(c)(3) of the Internal Revenue Code. Churches and religious organizations are excluded from matching gifts.

In order to match Associate donations to educational institutions under this program, the educational institution must be an accredited degree-granting two-year or four-year college or university, professional or graduate school located in the United States. All institutions must be recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code. Vera Bradley will not match payments to education institutions for tuition, books, student fees, alumni dues, memberships, insurance premiums or subscription costs.

Vera Bradley reserves the right at any time to determine whether a gift shall be matched and to change or terminate the matching gifts program without notice.

The Matching Gift request form is available on the Thread.

Leadership Grants

A regular Associate who serves a minimum one year of service on the Board of Directors of a non-profit organization may apply for one annual grant of \$500 for that organization. The organization must be recognized as non-profit and tax-exempt under Section 501(c)(3) of the Internal Revenue Code. Churches and religious organizations are excluded from leadership grants. Associates may apply for only one leadership grant per fiscal year, until all available funds are depleted.

Vera Bradley reserves the right at any time to determine whether a leadership grant will be made and to change or terminate the leadership grant program without notice.

The Leadership Grant Request form is available on the Thread.

Associate-Directed Product Donations to Charities, Churches and Schools

As a Vera Bradley Associate, we know you will receive multiple requests for donated product for a variety of events, causes, and gatherings. In an effort to allow our Associates the ability to direct a portion of product donations, we will reward product up to \$150 in retail value to a non-profit organization (including churches, religious organizations and schools) when an Associate submits an Associate Product Donation Request form on the Thread. Associates are limited to one request per year. Associates must be engaged with the organization in some way (e.g. volunteer, board member, client, club or group member, etc.).

Product donations are limited to one donation per year per organization and will be cross checked against our standard product donation records to avoid duplication. Events benefiting individuals (parties to raise funds for a single person's medical care, etc.) and for-profit ventures are not eligible. Once the annual Product Donation Funds are depleted, applications will no longer be accepted.

The Associate Product Donation Request form is available on the Thread.

Associate Referral Rewards Program

We believe our own Associates are a valuable recruiting source and have referred many of our best candidates. Our Associate Referral Rewards Program encourages greater Associate involvement in identifying qualified and talented individuals for employment within the organization.

In making referrals, you are encouraged to refer individuals you have personal and professional knowledge of, and whom you believe would be a strong match for both the position and Vera Bradley's Core Values. Please note, however, that no award will be paid for the referral of an immediate family member. Immediate family members are defined as spouse, sibling, child and parent or any step relative variation of the above.

The potential award payout is based on the level of the position being filled, as outlined below:

| <i>Position Level</i> | <i>Referral Award</i> |
|--|-----------------------|
| Hourly Corporate and Retail Associates | \$200 |
| Salaried Corporate Associates, Assistant Store Managers and Team Leads | \$500 |
| Corporate Supervisors and Managers, Retail Store Managers and General Store Managers | \$1,000 |
| Directors and above, Area Managers, District Managers and Channel Directors | \$3,000 |

All regular, full and part-time Associates are eligible to participate in this program, with the exception of Human Resources Associates, temporary or contract Associates, and managers when the referral would be for a position within the manager's chain of command. For Director level Associates and above, the referral award will be paid as a donation to the charitable organization of his or her choice.

In order to be eligible for a potential payout, the referral must be submitted for the specific open position in the Workday Careers Worklet. In addition, the candidate you are referring must not already be under active consideration for any positions within Vera Bradley and may not have already been referred by another Vera Bradley Associate, an outside recruiter, or other outside source. You are asked to refer no more than three candidates to an individual open position, with the exception of Store Associate positions. Furthermore, the candidate must be hired within 12 months of the date of referral to be eligible for a payout to the Associate.

Referral awards will be paid once the new Associate completes 90 days of employment at Vera Bradley. Both Associates must be actively employed at the time of payout. If you leave Vera Bradley for any reason prior to the date of payment you will not be entitled to an award. Generally, referral awards will be disbursed no later than two pay cycles following the completion of the new hire's first 90 days of employment. All referral awards are subject to taxation and other applicable payroll deductions.

Candidates who have been employed by Vera Bradley whether as a direct hire, contract Associate, temporary Associate, or intern are not eligible to be referred under this program. For seasonal referrals:

- Referral bonuses will be awarded after the new Associate completes 90 days of employment as a regular Associate.
- The referral must be made prior to the candidate's seasonal hire date and there must not be a break in service between the period of seasonal employment and the start of regular status employment.

We ask that Associates respect the confidentiality of the interview process. Human Resources will notify you of the referral status once the job has been closed. Interpretations, determinations and actions regarding the administration of this program shall be made by Human Resources.

Jury Duty Leave

Serving on a jury, when called, is a civic duty and as such is fully recognized and supported by Vera Bradley. Notice of jury duty service, time period for serving, and calls to appear must be provided to your manager as soon as you have received such notices. Your manager will then notify Human Resources.

Full-time Associates will be granted a paid leave of absence during scheduled work hours to perform requested jury duty and will be paid your regular pay less any jury duty pay received up to a maximum of three workweeks. Because Vera Bradley is continuing partial salary, it is expected that you will report to work when off for the day or excused early from jury duty.

Example: If you serve three hours jury duty, you would be expected to work five hours during your regular shift that workday. Associate insurance benefits will be continued on the same terms and conditions that apply while actively working.

If, as a second- or third-shift Associate, you are called for jury duty and serve a full eight hour day, you will not be required to work your normal shift that evening. You will be paid for an eight hour day less jury duty pay received from the court.

Upon completion of jury duty, you must bring the check received from the court to Payroll for processing. It is Vera Bradley's intent to comply with any state laws which require pay or other benefits other than specified above. If you have a question regarding your state's jury duty laws, please contact Human Resources.

Bereavement Leave

Full-time Associates are entitled time off with pay for the death of any of the following immediate family members as outlined below:

Relationship (to you or your spouse, including step-relations) Time Allowed:

- Spouse, child or parent up to five days paid
- Sibling, grandparent or grandchild up to three days paid

If you have exhausted all MTO and long-distance travel or unusual circumstances are involved, additional unpaid, excused time may be authorized. Requests for unpaid, excused time off will be considered on a case-by-case basis. You should provide your manager with as much notice as possible of the need for leave and submit a request through the Time and Attendance system. Evidence of funeral attendance may be requested. Please note that Vera Bradley will not provide bereavement leave to Associates who are, at the relevant time, utilizing any other form of paid or unpaid leave described in this handbook.

Volunteer Time Off

Vera Bradley recognizes that team-based volunteering events provide Associates a valuable opportunity to support their chosen charitable missions and provide team-building among co-workers. Volunteer Time Opportunity (VTO) is compensated time that regular, full-time and part-time Associates are allowed to use during their regular work day for volunteer work at an eligible agency recognized as a non-profit and tax exempt under Section 501(c)(3) of the Internal Revenue Code (Churches and religious organizations are not included as eligible agencies). Associates should seek managerial approval through the time and attendance system prior to volunteering. VTO is limited to 8 hours per Associate per calendar year and may be taken in increments of 1 hour or more. Home office Associates are encouraged to arrange volunteering simultaneously with other Associates.

On occasion, the Philanthropy Department will sponsor and schedule large-scale VTO opportunities available to all Associates and slots will be filled through Sign –Up Lists on the Thread on a first-come, first-served basis. VTO hours will be counted towards hours worked for purposes of computing overtime. Associates may not carry over VTO, nor will they be compensated for unused VTO in the event of separation of employment. Participation in Vera Bradley voluntary committees such as Happy Committee or Safety Committee will not be compensated outside of a normal work day. VTO time may not be used for Vera Bradley volunteer committee activities unless it is an approved Vera Bradley philanthropy team event.

Managed Time Off

Vera Bradley recognizes that you have diverse needs for time away from work, and believes that you should have opportunities to enjoy time off to help balance your work and personal life. Please note that the provisions of this Managed Time Off (or MTO) policy may be modified from time to time at the sole discretion of Vera Bradley either to comply with applicable Federal and State wage and hour laws or for other reasons.

MTO Eligibility for Full-time Associates

As a regular full-time Associate, you will become eligible for paid MTO after you have completed a waiting period of one full calendar month of employment with Vera Bradley. You are accountable and responsible for managing your own MTO hours to accommodate for any paid time away from work for any purpose, other than approved leaves of absence. See Leaves of Absence policy for more information.

For each year that you remain eligible, you will accrue MTO according to the schedule below. On the first day following your first completed calendar month of employment, Vera Bradley will advance you 1/8th of your maximum annual accrual based on your years of service. While Vera Bradley will advance you 1/8th of your maximum annual accrual each month, you will only earn such MTO through continued employment with Vera Bradley.

The MTO accrual rate changes on January 1 of the year the rate is scheduled to increase.

Length of Service - Paid MTO Days

| <i>Years of Service</i> | <i>Maximum Annual Accrual (Days)</i> | <i>Maximum Annual Accrual (Hours)</i> |
|-------------------------|--------------------------------------|---------------------------------------|
| 1 | 18 | 144 |
| 2 | 19 | 152 |
| 3 | 20 | 160 |
| 4 | 22 | 176 |
| 5 | 24 | 192 |
| 6-9 | 26 | 208 |
| 10-14 | 28 | 224 |
| 15-19 | 30 | 240 |
| 20+ | 32 | 256 |

Example 1: If an Associate was hired on July 15, the Associate would first be eligible to accrue MTO on September 1 and would thereafter accrue MTO by remaining employed at a full-time status with Vera Bradley. Beginning on September 1, and continuing for each month in the Associate’s first calendar year, Vera Bradley will advance the Associate 1/8th of 18 MTO days or 2.25 days of MTO every month for a maximum of 8 months (18 days / 8 months = 2.25 days = 18 hours per month).

Example 2: An Associate with five years of service will accrue 24 MTO days or 3 days of MTO per calendar month worked (24 days / 8 months = 3 days = 24 hours per month).

Accrual of MTO

You will accrue MTO for a calendar month by remaining employed by Vera Bradley during any one day of that month, unless you do not work any hours during a calendar month for any reason, in which case you will not accrue MTO for that month, unless you are on an approved leave. If you are on an approved leave of 12 weeks or less you will earn MTO for the months you do not work any hours. If you do not return to work from an approved leave, any MTO that you earned for months you did not work any hours in will be deemed not earned and forfeited. If your leave lasts longer than 12 weeks you will not earn MTO for months beginning after the initial 12 week leave period until you return to work if you separate from employment for any reason, voluntarily or involuntarily, you will be paid for only the MTO that you accrued while you were employed. You will not receive any payment for unaccrued MTO for the remainder of the year in which your separation occurs.

MTO for Part-Time Associates

Part-time Associates will accrue MTO at the rate of one hour for every 30 hours worked. As a new hire part-time Associate, you will begin accruing MTO immediately based upon your hours worked at the rate of one hour of MTO for every 30 hours worked. You will accrue a maximum of 24 hours of MTO as a part-time Associate. Accrued MTO is available for use after a 30 day wait from the start of employment. Should you transfer to full-time or regular part-time status, MTO eligibility will commence after a waiting period of one full calendar month following the date of the status change to full-time.

Availability and Use of Paid MTO

The smallest allowable increment of MTO is one hour (with exception of leave provided by the FMLA, if applicable). You are required to submit time off work requests via the electronic Time & Attendance system for approval by your manager. You should request MTO as far in advance as possible, but at a minimum of one hour prior to a foreseeable absence. On the rare occasion that notice cannot be given (such as illness, emergencies, etc.) your manager should be notified immediately and this time should be recorded upon returning to work. Requests without notice may be subject to corrective action up to and including termination. See Attendance and Tardiness Policy for further information.

Vera Bradley reserves the right to limit or suspend the use of MTO for the following reasons: peak seasonal and/or business times, special projects, low staffing levels, or as business needs necessitate. Your manager has the final decision whether to approve or decline a request for MTO. Associates will be able to use their MTO for the current calendar year through January 31 of the following calendar year. We are allowing this extra month to use earned MTO to help accommodate for MTO blackout periods some departments experience during busy holiday season in November and December.

Borrowing MTO

To offer more MTO flexibility, Associates may “borrow” up to 80 hours of MTO within the same calendar year with supervisory approval. In those rare circumstances where an Associate is requesting to borrow more than 80 hours, the request must be approved by Human Resources. Requests for borrowing should be requested as far in advance as possible. Borrowing requests will generally take into account the importance of the leave, attendance and performance, and the needs of the business. Should an Associate leave the Company for any reason prior to accruing the “borrowed” MTO hours, they will be responsible for repaying the amount of borrowed hours.

Carryover of Accrued, Unused MTO

As a full-time Associate, at each fiscal calendar year end, you may carry over up to 5 days (or 40 hours) of accrued, but unused MTO. If you have more than 5 days (or 40 hours) of unused MTO, you will retain the maximum of 5 days (or 40 hours), but will lose all accrued but unused MTO in excess of 5 days (or 40 hours). No accrued, unused MTO will be paid out at calendar year end in lieu of carrying them over.

California, Montana and Nebraska Associates

Accrued, unused MTO will roll-over year to year. Eligible Associates accrue MTO up to a cap of their current year’s annual accrual plus 40 hours. At that point, the accrual stops until banked MTO is used. For example, if an Associate’s annual maximum MTO accrual is 80 hours, an eligible Associate will stop accruing MTO once the Associate has 120 banked MTO hours (80 + 40 hours). Accrued, unused MTO is paid out upon separation.

MTO and a Leave of Absence

You will be required to exhaust all current earned MTO and Reward Days before being considered for unpaid time off pursuant to an approved leave of absence. Associates may elect to reserve a maximum of 40 hours of their total annual accrual of MTO to be used upon return from leave.

If you are on an approved leave of 12 weeks or less you will earn MTO for the months you do not work any hours. If you do not return to work from an approved leave, any MTO that you earned for months you did not work any hours, will be deemed not earned and forfeited. If your leave lasts longer than 12 weeks you will not earn MTO for months beginning after the initial 12 week leave period until you return to work. MTO will run concurrently with any approved unpaid leave of absence in accordance with Vera Bradley policy or as applicable under state law. See the Leaves of Absence Policy.

Payment upon Retirement, Resignation or Termination

Associates who separate from employment with Vera Bradley will be paid for any accrued, unused MTO, in accordance with the timing required by applicable state law. Associates making a change in status from full-time to part-time will also be paid for any accrued, unused MTO (in excess of 24 hours) in the next regular pay period after their change in status.

Please note that if an Associate changes from full-time to part-time status in a calendar year (for any reason) and subsequently changes back to full time status within the same calendar year, the Associate will only begin accruing MTO again on the date of their change back to full-time status. An Associate will not be credited for MTO accrual during the time they spent at a part-time status.

Associates who separate and are rehired within 6 months of separation will have their original service date reinstated for MTO purposes only.

Holidays

Corporate Associates (excluding Customer Service and Distribution)

Vera Bradley provides regular full-time Associates nine paid holidays each year. Generally, the following holidays are observed:

| | |
|-------------------|--------------------------------------|
| New Year’s Day | January 1 |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Thanksgiving | Fourth Thursday in November |
| Christmas | Christmas Eve, Christmas Day |
| Diversity Holiday | Cultural Holiday (8 hours) of Choice |
| Flexible Holiday | Day (8 hours) of Choice |

Holiday schedules will be determined by Human Resources and published annually during the fourth quarter for the following calendar year. Any deviation from the holiday schedule will be announced in advance. Typically, when a holiday falls on a Saturday, it will be observed on Friday. When a holiday falls on Sunday, it will be observed on Monday.

Holiday pay will be based on a normal eight-hour day and will be paid at the Associate’s regular hourly rate. Associates must be actively working to receive holiday pay. For example, an Associate on a leave of absence will not receive holiday pay. If an Associate is absent the day before or after a holiday, those absences must be approved in order to receive holiday pay.

Associates will not be paid for unused holidays upon separation from service.

Customer Service Associates

Customer Service will be open Memorial Day, 4th of July, Labor Day, the day after Thanksgiving, and Christmas Eve. A Reward Day to be used within the calendar year will be issued for the actual number of hours worked on any holiday.

Associate Purchases

As an added benefit, Vera Bradley offers Associates the ability to purchase Vera Bradley product according to the guidelines below.

| <i>Associate Status</i> | <i>Vera Bradley Product*</i> |
|--|--|
| Regular Full-time and Part-time | <ul style="list-style-type: none">- 50% off retail price and in full-priced Vera Bradley Stores and at verabradley.com- 25% off retail price at Vera Bradley Factory Stores- 40% off retail price of licensed product in full priced Vera Bradley Stores |
| Retirees – 20 years of service/65 years of age | 50% off full line retail price/10% off factory retail price |
| Intern and Seasonal | Wholesale cost |

*tax and shipping charges as applicable without discount.

All purchases made in stores using the Associate discount must be paid for by the Associate at the time of purchase. Associates may purchase items for friends and family using their discount but the Associate must pay for the purchase with their own method of payment with the exception of cash transactions. Associates must be present and provide their Associate ID Badge at the time of the purchase and are not eligible to purchase promotional items, one-day deals, special pricing or event discounts unless otherwise stated. Associate discounts may not be used to purchase Gift Cards or receive Gift Cards as part of a promotion. Associate purchases are eligible for returns pursuant to the Vera Bradley return policy.

Associates may also request Spouse Cards (subject to the same terms and conditions as Associate purchases) which can be used to make Associate Purchases in-store at the Associate's discount. The Associate's spouse must present the Spouse Card and their personal ID to receive the discount.

Associates are limited to a \$5,000 annual maximum (expanded at Vera Bradley's discretion), whether purchases are made in a store or through the home office. Please note that all purchases, even those for friends and family, go towards the Associate's annual limit.

Resale of new or used Vera Bradley product or property such as furniture, fixtures, or warehouse items, etc., by anyone other than an authorized Vera Bradley retail partner is strictly prohibited. This includes, but is not limited to, sales on any online auction sites such as eBay or Amazon.com and social media sites. Associates found in violation of this policy (either directly or indirectly) will be subject to discipline up to and including termination.

Leaves of Absence

This policy is intended to describe the various circumstances in which a leave of absence may be obtained by Associates and the procedures to be followed in connection with leave requests. As described herein, categories of leave consist of:

- Family and Medical Leave Act of 1993/ Cal. Gov't Code § 12945.2 (FMLA)
- Indiana Military Family Leave
- Military Family Leave
- Military Reserve Duty Leave
- Non FMLA New Child Leave
- Personal Leave
- American's with Disability Act Amendments Act (ADAAA) Leave

Any questions regarding state specific laws should be directed to Human Resources.

The Family and Medical Leave Act

Under the Family and Medical Leave Act of 1993 (FMLA), as amended, Associates may be eligible for a period of job-protected unpaid leave for certain family and medical reasons as described below. This policy provides an overview of Associates rights and responsibilities under the FMLA as well as Vera Bradley's own policies regarding leave. Vera Bradley has posted notices of Associate FMLA rights at all Company facilities. The information in those posters is incorporated into this policy by reference. Further, federal and state law regarding family and medical leave changes from time to time, and to the extent any applicable federal or state law requires benefits beyond that which is provided in this policy, Vera Bradley will fully comply with any such applicable law.

General Eligibility

You are eligible for FMLA Leave only if you:

- have been employed with Vera Bradley for at least 12 months; and
- have worked at least 1,250 hours during the past 12 months;

If an Associate is not eligible to receive FMLA Leave, any leave taken for medical or other reasons can be taken only as permitted by Vera Bradley's other leave policies. If an Associate is not eligible for FMLA Leave under this policy but nevertheless needs leave or an accommodation for a medical reason or a disability, the Associate should contact Human Resources to discuss the situation and the Associate's options under company policy.

Types and Duration of FMLA Leave

Basic FMLA Leave and Active Duty Leave

Associates may be eligible for up to 12 weeks of leave in a rolling 12-month period (measured backward from the date the Associate uses any leave under the policy) for the following reasons:

- To care for your son or daughter after the birth of that son or daughter or to care for a son or daughter placed with you for adoption or foster care (which we call New Child Leave);
- To care for an immediate family member (spouse, child under 18 years old or a child 18 and over that is incapable of self-care because of a disability or parent) who has a condition defined as a Serious Health Condition (which we call Family Medical Leave);
- Because of a Serious Health Condition which renders you unable to perform the functions of your job (which we call Employee Medical Leave); or
- Because of any Qualifying Exigency arising out of the fact that your spouse, son, daughter or parent is on active duty (or has been notified of an impending call or order to active duty in the Armed Forces (which we call "Active Duty Leave").

Servicemember Family Leave

Associates may be eligible for Servicemember Family Leave to care for a covered servicemember with a serious injury or illness.

In the case of qualified Servicemember Family Leave an Associate may take up to 26 weeks of leave in a single 12-month period measured forward from the first day of leave which we call "Servicemember Family Leave") in order to:

- Care for a covered servicemember who is:
 1. a current member of the Armed Forces (including the National Guard or Reserves), and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness, which is incurred in the line of duty (or for a pre-existing injury or illness which is aggravated in the line of duty) and that renders the service member medically unfit to perform the duties of his or her office, grade, rank or rating, or
 2. a veteran who was a member of any branch of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness that occurred in the line Serious Health Condition.

For purposes of Servicemember Family Leave, a covered servicemember is a spouse, son or daughter (of any age), parent or next of kin.

Definitions

Serious Health Condition and Serious Injury or Illness

For purposes of FMLA, a "Serious Health Condition" is defined as an illness, injury, impairment or physical or mental condition that involves:

- in-patient care (i.e., an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care);
- a period of incapacity of more than three consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves (i) treatment two or more times by a health care provider or under the supervision of a health care provider within 30 days of the start of the incapacity, or (ii) treatment by a health care provider on at least one occasion continuing treatment under the supervision of a health care provider;
- any period of incapacity or treatment due to pregnancy, or for prenatal care;
- any period of incapacity or treatment due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider;
- a period of incapacity or treatment which is permanent or long-term due to a condition for which treatment may not be effective, during which the Associate (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
- any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

A member of the Armed Forces is said to suffer from a "serious injury or illness" if:

- He/she has incurred such injury or illness in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; or
- He/she is a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness incurred in the line of active duty and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the five years preceding the date of medical treatment, recuperation or therapy.

Qualifying Exigency

A "qualifying exigency" refers to the following circumstances:

- short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven days or less;

- military events and related activities: to attend official military events, family assistance programs, or briefings;
- childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward or stepchild of a covered military member;
- care of the covered military member’s parent if the parent is incapable of self-care;
- financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member;
- counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member;
- rest and recuperation: to spend up to 15 days for each period in which a covered military member is on a short-term rest leave during a period of deployment; or
- post-deployment active to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member’s active duty terminates or to address issues arising from the death of a covered military servicemember on active duty.

Active Duty

The term “active duty” means:

- in the case of a servicemember of the regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
- in the case of a servicemember of a reserve component of the Armed Forces, duty during the deployment of the member of the Armed Forces to a foreign country under a call or order to active duty.

When Spouses Work Together

FMLA Leave

Associates who are married and both work for Vera Bradley are eligible for a combined 12 weeks of unpaid leave for FMLA if the leave is taken for the following reasons:

- the birth of a child or to bond with the child after birth;
- the placement of a child through adoption or foster care or to bond with the newly placed child; or
- to care for a parent with a serious health condition.

This limitation does not prohibit either Associate from taking additional Basic FMLA Leave for which he or she may be eligible.

Active Duty Leave

Associates who are married and both work for Vera Bradley are eligible for a combined 12 weeks of unpaid leave as discussed in the Active Duty Leave section above.

Servicemember Family Leave

Associates who are married and both work for Vera Bradley are eligible for a combined 26 weeks of unpaid leave as discussed in the Servicemember Family Leave section above.

Manner in Which Leave May Be Taken

New Child Leave must be taken and completed within 12 months of the birth of your son or daughter or within 12 months of the placement of a son or daughter with you for adoption or foster care. New Child Leave must be taken continuously. It may not be taken on an intermittent or reduced leave basis except with express written consent of Vera Bradley.

Family Medical Leave, Employee Medical Leave, Qualifying Exigency Leave and Servicemember Family Leave may be taken on an intermittent or reduced-leave schedule if you provide appropriate medical certification setting forth the need for the intermittent or reduced schedule leave. (See Medical Certification provisions on page 38). In the case of a Qualifying Exigency Leave related to active duty or call to active duty, you must provide a certification and/or documentation of the call to active duty. If you take intermittent leave, which necessitates an absence for only part of a shift, you are expected to report back to work to complete the remainder of your scheduled shift (if applicable), unless specifically authorized by your manager prior to your departure.

If you request intermittent leave or leave on a reduced-leave schedule based upon foreseeable planned medical treatment, Vera Bradley may require you to transfer temporarily to an available alternative position for which you are qualified, provided that such position has equal pay and benefits and can better accommodate recurring periods of leave than your regular employment position.

Request for Leave

You must provide Vera Bradley with sufficient information to support a determination that the leave qualifies as FMLA Leave. A written request for leave must be submitted to Human Resources.

Requests for a leave qualifying as FMLA Leave must be made at least 30 days prior to the first date of the requested leave, if practicable. If you request leave as a Qualifying Exigency Leave for active duty of a family member, you must provide prior notice to Vera Bradley as is reasonable and practical under the circumstances.

If the need for a leave qualifying as FMLA Leave is not foreseeable 30 days in advance, you must request the leave as soon as the need for the leave becomes foreseeable. If you are unable to provide any advance warning for a leave qualifying as a FMLA Leave, you must notify Human Resources of your intent of requesting such a leave within one to two days of becoming aware of the need for leave.

If you do not provide information and notice in accordance with the above provisions, the absence will not be considered FMLA Leave and will be dealt with in accordance with Vera Bradley's attendance policy.

In the event you need Family Medical Leave or Employee Medical Leave for planned medical treatment of a serious health condition, you must make a reasonable effort to schedule the treatment so as not to unduly disrupt Vera Bradley's business operations. You are expected to consult with Human Resources prior to scheduling treatment in order to work out a treatment schedule which best suits the needs of you and Vera Bradley.

Medical Certification

Family Medical Leave, Employee Medical Leave and Servicemember Family Leave must be supported by certification from a health care provider. In the case of Servicemember Family Leave, only specified health care providers may provide the necessary certification. Please contact Human Resources for questions regarding this type of leave. If you are absent from work because of your own serious health condition, the serious health condition/serious injury or illness of a family member, you must have your health care provider complete the Medical Certification form, which is available from Human Resources. You should direct your health care provider to give complete answers to the information requested on the Medical Certification. This information is necessary for Vera Bradley to ascertain whether an absence qualifies as FMLA Leave.

Failure to timely provide a completely answered Medical Certificate to support a medically-related absence within 15 days of a written request for such Certification may result in disqualification of the absence as FMLA Leave.

If Vera Bradley has reason to doubt the validity of medical certification provided, Vera Bradley may require second and third medical opinions in accordance with the FMLA. Vera Bradley will bear the cost of such opinions. Additionally, Vera Bradley may require subsequent recertification from you on a reasonable basis (normally no more often than every 30 days unless changed circumstances requires more frequent re-certifications).

Pay During Leave

All FMLA Leaves are unpaid, to the extent not covered by another benefit program.

Exhaustion of MTO as Part of Leave

You are required to exhaust all but 40 hours of your earned annual accrual of MTO with any FMLA leave. All MTO days used will also count as part of the 12-week (or 26-week, if it is for qualifying Servicemember Family Leave) leave period available to you. If you are on workers' compensation or short-term disability leave, you may also have that time counted as running concurrently with the FMLA leave. However, you will not be required to use your unused MTO if you are on a qualifying workers' compensation leave or short term disability leave.

Group Medical Insurance

If you normally pay a portion of premiums for your group health insurance, these payment obligations will continue during the period of FMLA leave. If you fail to return from FMLA Leave, you may be required to reimburse Vera Bradley for all group medical insurance premiums paid by Vera Bradley during your leave, to the extent permitted by the FMLA.

[Keeping Vera Bradley Informed](#)

You must keep Vera Bradley apprised of your status while on leave, including your intent to return to Vera Bradley at the end of the FMLA Leave.

[Reinstatement](#)

When you return from an FMLA Leave, Vera Bradley will restore you to the position held when the leave commenced or to the same or equivalent position with equivalent benefits. While on FMLA Leave, you may be required to submit a fitness-for-duty certification in order to be reinstated.

[Prohibited Acts](#)

Providing a false reason for an FMLA leave will be considered grounds for corrective action up to and including termination. You are also prohibited from working for another employer while on a leave of absence, including FMLA.

[State Law Military Leave Rights](#)

Any military leave granted under applicable state laws, will run concurrently with Qualified Exigency Leave under the FMLA, if applicable.

[Indiana Military Family Leave Act](#)

Under Indiana law, Associates who have been employed by Vera Bradley for at least 12 months and have worked at least 1,500 hours during the past 12 months are eligible for Military Family Leave. You may take this leave when a spouse, child, parent, grandparent or sibling is ordered to active duty. You may take a leave of absence during one or more of the following periods:

- During the 30-day period before your family member's active duty orders are in effect
- During a period in which your family member ordered to active duty is on leave while active duty orders are in effect
- During the 30-day period after your family member's active duty orders are terminated

You are allowed to take up to 10 days of unpaid Military Family Leave each year. If you take Military Family Leave, Vera Bradley may require you to take any MTO for any part of the Military Family Leave requested to run concurrently with that period.

If you want to take a Military Family Leave of absence, you must provide Vera Bradley with thirty (30) days written notice (if practicable), including a copy of your family member's active duty orders if available. If you fail to provide Vera Bradley with verification of your eligibility for leave, Vera Bradley may consider your absence to be unexcused.

Military Family Leave (all other states)

For Associates not working in Indiana, there may be state laws applicable to your state that provide for similar leave entitlements for taking leave for a family member's call to active duty. Please contact Human Resources to see if such leave is permitted in your state.

Military Duty Leave

Associates who are members of the Armed Forces, National Guard, Naval Militia, as well as the Reserves, are entitled to temporary leave without pay while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises or like activity, including time going to and returning from duty. This excused absence is in addition to any eligible paid time off. If you are seeking such leave, you must provide notice, if possible, prior to the absence and documentation of the required military training and/or service.

In addition, in accordance with Federal law, you will be granted an unpaid leave of absence if you are called to active duty in any of the Armed Forces of the United States.

Such leaves, as mentioned above, are without pay from Vera Bradley, except for Associates who are eligible for MTO and wish to use it for this purpose. Other military leave time provided for (active or reserve), military duty will not be compensated, except as required by applicable State and/or Federal laws.

Non-FMLA New Child Leave

All Associates who do not otherwise qualify for FMLA, may be eligible for a New Child Leave of Absence for the birth of your child or the placement of your child for adoption or foster care. Unless otherwise mandated by State law, New Child Leave is unpaid for a six-week period for a routine labor and delivery and an eight-week period for a caesarian section. You must exhaust all but 40 hours of your earned annual MTO accrual during the New Child Leave. If additional time off is required, it will be considered on a case-by-case basis.

Request for such leave should be made in writing as far in advance as possible. New Child Leave which covers a holiday does not entitle you to holiday pay. During an approved New Child Leave period, medical, dental and life insurance benefits will terminate. COBRA will be offered for medical and dental benefits. Upon return to work an Associate will need to complete 30 days of employment before active employee benefits may be elected.

State Specific Leaves

There may be state laws applicable to your state which provide for Leave entitlements for taking leave for yourself or a family member. Please contact Human Resources to see if such leave is permitted in your state. Please note that many state leaves granted under applicable state laws will run concurrently with FMLA, if applicable.

New York State Paid Family Leave

Effective January 1, 2018, Paid family Leave will provide paid time off so an Associate can bond with a newly born, adopted, or fostered child, care for a family member with a serious health condition, or assist loved ones when a family member is deployed abroad on active military duty. Associates with a regular work schedule of 20 or more hours per week are eligible after 26 weeks of employment and Associates with a regular work schedule of less than 20 hours per week are eligible after 175 days worked. Benefits are paid for through payroll deduction. Associates who will not qualify for the minimum amount of time for eligibility (ie. Seasonal Associates) can choose to waive coverage.

If applicable, Associates are guaranteed continued health insurance while on leave; however, Associates must continue to pay for their health insurance premiums. Citizenship and immigration status do not impact eligibility. Vera Bradley will not discriminate against Associates for taking Paid Family Leave. Associates have a right to return to their same or comparable job upon return from Paid Family Leave.

When practical, Associates should provide 30 days advance notice of their intention to use Paid Family Leave. For information on eligibility and the claim submission process, please contact Human Resources.

Personal Leave

Any leave other than FMLA leave, Jury Duty Leave, Bereavement Leave, Military Duty Leave, Non-FMLA New Child Leave or American's with Disability Act Amendments Act is considered to be unpaid Personal Leave. For example, if you have worked for Vera Bradley for less than 12 consecutive months or less than 1,250 hours in the past 12 months, you would be ineligible for FMLA leave. Leaves of absence for personal reasons are discouraged but may be granted in rare and special circumstances. You must exhaust all eligible MTO before taking Personal Leave.

Request for such leave should be made in writing as far in advance as possible. Decisions regarding Personal Leave requests will generally take into account the importance of the leave, your attendance, performance, and Vera Bradley's personnel needs. Personal Leave will be granted at the discretion of Human Resources. You may take up to 30 days of unpaid Personal Leave as approved by Vera Bradley. Requests for additional personal leave beyond the 30-day period will be considered on a case-by-case basis at the sole discretion of Human Resources.

During an approved Personal Leave period, medical, dental and life insurance benefits will terminate. COBRA will be offered for medical and dental benefits. Upon return to work an Associate will need to complete 30 days of employment before active employee benefits may be elected. If an approved Personal Leave does not exceed 30 days, upon return from leave you may be restored to your previous position or an equivalent position. If leave exceeds 30 days, Vera Bradley cannot provide this assurance. Should you notify Vera Bradley of resignation during the leave, the notification date will be considered as the effective date of separation.

Company Policies

Disciplinary Policy

Generally violations of Vera Bradley's policies will be treated in accordance with progressive discipline in an attempt to provide Associates with notice of deficiencies and an opportunity to improve under the following guidelines:

Step 1: Verbal Warning

Step 2: Written Warning

Step 3: Probation

Step 4: Termination

Each step will generally have a duration of one year in a rolling 12-month period. Vera Bradley does, however, reserve the right to bypass any step of the normal progressive discipline procedure, as well as lengthen or shorten any step's duration. As a result, individuals could be subject to immediate termination based on the severity of the circumstances.

Additionally, any Associate who receives two probations for attendance and/or performance in any rolling 24-month period is subject to immediate termination.

Policy Against Workplace Violence

Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect Vera Bradley, or which occur on Vera Bradley premises (defined as all real property owned or leased by Vera Bradley, including any buildings, facilities or stores, as well as parking areas provided for Associates for those buildings, facilities or stores), will not be tolerated.

Acts or threats of violence include conduct which is sufficiently severe, offensive or intimidating to alter the employment conditions at Vera Bradley or to create a hostile, abusive or intimidating work environment for one or more Associates. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on Vera Bradley premises, regardless of the relationship between Vera Bradley and the parties involved in the incident.
- All threats or acts of violence occurring off Vera Bradley premises involving someone who is acting in the capacity of a Vera Bradley representative.
- All threats or acts of violence occurring off Vera Bradley premises involving Associates of Vera Bradley if the threat or acts affect the legitimate interests of Vera Bradley.

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- Hitting or shoving an individual,
- Any non-consensual physical contact with another individual,
- Threatening to harm an individual or his/her family, friends, Associates or property,
- The intentional destruction or threat of destruction of Vera Bradley property,
- Harassing surveillance or stalking,
- The suggestion or intimation that violence is appropriate, and
- Possession and/or use of firearms or weapons on company premises.

This section is subject to applicable State laws, which may permit the possession of a weapon secured in a locked vehicle in the parking lot of an employer as long as specific licensing and permitting requirements are met. If an Associate has a question of whether he/she lives in a State with such a law, the Associate should contact Human Resources prior to bringing a weapon onto company premises, including parking lots.

For Indiana Associates, Vera Bradley prohibits the possession, transfer, sale or use of firearms or ammunition on its premises at any time, with the exception of an Associate's legal possession of a firearm or ammunition in a locked, personal vehicle stored in strict compliance with Indiana law. Any firearm or ammunition stored in a personal, locked vehicle must be locked in the trunk of the Associate's vehicle, kept in the glove compartment of the Associate's locked vehicle, or stored out of plain sight in the Associate's locked vehicle. Failure to comply with this policy or Indiana law may result in discipline, up to and including termination. Vera Bradley requires the cooperation of all Associates in administering this policy and reserves the right to inspect Associate vehicles where reasonable suspicion exists that this policy or Indiana law is being violated.

Vera Bradley's prohibition against threats and acts of violence applies to all persons in Vera Bradley, including, but not limited to, Vera Bradley Associates, contract and temporary workers, and anyone else on company property. Violations of this policy by an individual on Vera Bradley property, by an individual acting as a representative of Vera Bradley while off company property, or by any individual acting off of company property when his/her actions affect Vera Bradley's business interest will lead to corrective action (up to and including termination) and/or legal action as appropriate.

Every Associate and every person on Vera Bradley property is encouraged to report incidents of threats or acts of physical violence of which he/she is aware. The report should be made to Human Resources, the reporting individual's manager, or another manager if the immediate manager is not available. Nothing in this policy alters any other reporting obligation established in Vera Bradley policies, or in state, federal or other applicable law.

Fraternization

To avoid potential conflicts, misunderstandings, and disruptions in the workplace, all Associates are strongly discouraged from dating or otherwise engaging in a romantic or sexual relationship with other Associates.

In the event dating or a relationship develops, those who manage or supervise Associates are required to promptly report the relationship to Human Resources. All other Associates are strongly encouraged to report the relationship to Human Resources.

In the event of such a relationship, Vera Bradley requires written confirmation from both involved parties that the relationship is consensual in nature. Vera Bradley may take action to prevent the appearance or occurrence of a conflict of interest, favoritism or sexual harassment to include but not limited to: reassignment of departments, work, offices or other measures at Vera Bradley's sole discretion.

Managers who fail to report such a relationship will be subject to corrective action up to and including termination.

In an effort to prevent favoritism, morale problems, disputes, or misunderstandings, as well as potential sexual harassment claims, managers are not permitted to date or engage in sexual relationships with subordinate Associates within such Manager's chain of command.

Substance Abuse Policy

Associates who abuse alcohol and/or drugs are a potential safety threat to themselves and others based on their impairment. Moreover, the decreased productivity of these individuals because of absenteeism, turnover and substandard quality of work adversely affects Vera Bradley's ability to compete in the marketplace. It is the intent of Vera Bradley to balance respect for individual privacy with our need to maintain a safe, productive, drug-free and alcohol-free environment. Therefore, Vera Bradley has a no-tolerance policy regarding substance abuse.

Any Associate determined to be in violation of our post-offer, pre-employment, post-accident or reasonable suspicion policy is subject to corrective action, up to and including, immediate termination or in the case of pre-employment testing, the withdrawal of a conditional offer.

This policy prohibits the possession, use, purchase or sale of illegal drugs or drug paraphernalia on Vera Bradley property or premises (including buildings, parking lots, company-owned or leased land or vehicles, etc.). This policy also prohibits the use, purchase or sale of alcohol on Vera Bradley property or premises. The only exception to this policy is with respect to the consumption of alcohol at company-sponsored events held on company premises, outside of working hours. Even at such events where alcohol may be served, Associates are still expected to conduct themselves in a professional manner and comply with applicable Vera Bradley policies.

This policy also prohibits Associates from reporting to work under the influence of illegal substances or alcohol. For purposes of this policy, the term "illegal drugs" includes controlled substances that are not legally obtainable as well as legally-obtainable drugs that were not lawfully obtained or which were taken in an unprescribed fashion. Associates believed to be under the influence of illegal substances or with alcohol in their systems will be required to submit to a drug and alcohol test. For alcohol, Blood Alcohol Concentration (BAC) of 0.04 percent or higher is considered under the influence.

This policy is subject to applicable state and federal laws. If, for example, a state has legalized the use of a controlled substance (i.e., marijuana) either for medical or recreational use, then this policy will be superseded to the extent of the terms of the applicable law. However, under no circumstances will an Associate permitted to be under the influence of drugs to the extent that the Associate is actually impaired while working, whether the substance is legal or not.

Alcohol or drug screenings will be required for Associates and/or applicants in the following circumstances:

Pre-Employment Screening

Pre-Employment drug screening will be conducted after an offer of employment has been extended to an applicant applying for part-time or full-time employment. Applicants who fail to pass the screening will have their conditional offer revoked.

Reasonable Cause

It is a condition of employment that Associates may be required to submit to Vera Bradley approved drug and/ or alcohol tests under circumstances that include (a) when there is reasonable suspicion and Vera Bradley believes that an Associate is under the influence of illegal substances or alcohol (e.g., includes but it is not limited to, the observation of any of the following: slurred speech, loss of coordination, the smell of alcohol, the actual use of drugs or alcohol, or receiving a report of use by credible source); or (b) when the Associate is responsible for damage (other than minimal) to property including Vera Bradley property or personal injury to any third party including a co-worker. Associates should be aware that testing under this policy is a condition of employment and refusal to submit to such testing is grounds for termination.

Random Screening

Vera Bradley reserves the right to implement random unannounced drug screens as appropriate for safety and security of all Associates.

Any questions regarding this policy should be directed to Human Resources.

Safety

Vera Bradley is committed to providing a safe work environment for our Associates and visitors. The Company intends to comply with the appropriate safety and security laws and regulations established by the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other relevant governmental agencies. We believe the majority of work-related injuries and accidents are preventable through the establishment and compliance of safe work practices. The prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions, and are the responsibility of every Associate.

You are responsible for following safe work procedures. Violations of the following are not acceptable and will be addressed as a performance issue resulting in corrective action up to and including termination. The list below is not intended to be an all-inclusive list.

- Operating a fork truck without an operator's license or without management authorization during fork truck training periods
- Failing to keep work and break areas orderly

- Failing to wear required personal protective equipment (e.g., proper shoes, safety glasses, etc.) in areas where PPE is required
- Failing to be alert and use caution when lifting objects, using ladders and stepladders or operating equipment
- Eating and drinking in prohibited work areas (see Housekeeping)
- Smoking inside Vera Bradley facilities or on company property
- Failing to keep areas around fire extinguishers, electrical panels and exits clear
- Failing to be alert and use caution when operating equipment
- Failing to observe proper lockout/tagout procedures when working on machinery
- Altering, adjusting or removing any guards or safety devices unless authorized by management to do so.

Accident/Incident Procedures

All unsafe acts and conditions are to be addressed and corrected. If you witness an unsafe act or condition, you should notify your manager immediately.

All accidents, safety incidents and injuries must be immediately reported to your manager. You are responsible for receiving medical treatment as requested by Vera Bradley. If additional treatment is required Associates should try and schedule all follow up treatment, exams, testing and physical therapy outside of their normal scheduled work hours. Failure to seek treatment may result in denial of benefits and may be addressed as a performance issue resulting in corrective action, up to and including termination.

As soon as practical, an Incident Follow-up Report will be completed by the injured Associate's manager and submitted to the EH&S Manager. The purpose of this Incident Follow-up Report is to determine the cause of the incident and implement a preventative measure for future occurrences.

Please refer to Workers' Compensation policy for additional information.

Motor Vehicle Policy

This policy applies to Associates who operate motor vehicles in the scope of conducting Vera Bradley business. You are expected to operate vehicles in a safe and responsible manner and to adhere to the responsibilities outlined within this policy and the full Motor Vehicle Policy. This policy is intended to serve as a summary of the Motor Vehicle Policy. Please see the complete Motor Vehicle Policy located on the Thread for more information.

You must not operate a vehicle at any time when your ability to do so is impaired, affected, influenced by alcohol, illegal drugs, prescribed or over-the-counter medication illness, fatigue or injury.

You must abide by all applicable law, and are responsible for ensuring your vehicle and/or Vera Bradley's vehicle is maintained in safe driving condition. This includes prohibitions against using a cell phone without a hands-free device as well as any anti-texting and driving laws which may prohibit the typing, transmitting or reading a text or e-mail message while operating a motor vehicle. A zero tolerance policy is in effect for any electronic device other than a hands-free cellular telephone; therefore, any use of cellular phones, eReaders, MP3 players, pagers and other electronic devices that can distract a driver while a vehicle is in operation is strongly forbidden. You may not use motorcycles when traveling on company business.

All accidents must be reported to the Risk Manager within 24 hours of the incident. The accident will be investigated, documented and reviewed by Vera Bradley.

Company Owned Vehicles

You must possess a valid driver's license, be at least 21 years of age, and be authorized by your manager and Human Resources in order to operate company-owned, passenger cars/cargo vans. You must be at least 25 years of age and be authorized by your manager and Human Resources in order to operate company-owned commercial trucks (straight and box). Borrowing of company passenger cars, cargo vans or commercial trucks for personal use is not permitted.

Personal Vehicles

Associates who drive their personal vehicle for the performance of company business must look to the insurance he or she has as covering their vehicle as primary insurance for any such injury or damage. Associates must maintain auto-liability insurance with at least Vera Bradley Personal Motor Vehicle limits as defined in the Motor Vehicle Policy, provide Vera Bradley with proof of personal motor vehicle insurance (copy of declaration page), receive an acceptable Motor Vehicle Report (MVR) and ensure that a 'business use exclusion' provision is not contained within his/her personal insurance policy.

Professional Code of Conduct

Vera Bradley expects you to conduct yourself in the course of your employment in a manner consistent with the highest standard of ethical business conduct. In addition to other policies outlined in this Handbook, you should familiarize yourself with the principles described below and apply them to any and all circumstances which may arise.

The matters addressed in this code are sufficiently important that any lapse in judgment within the areas covered here may be considered serious enough to warrant action up to and including termination. The policies contained in this section are not an exhaustive list and Vera Bradley reserves the right to take action in any circumstances.

You should promptly report any violation or suspected violation of this Code of Conduct, including any illegal or unethical conduct, to an appropriate member of management or Human Resources. If you have any doubt regarding what conduct is proper under this Professional Code of Conduct, please consult with your manager or Human Resources. Retaliation against an Associate who, in good faith, either asks questions about or reports conduct by another person thought to violate this Professional Code of Conduct is prohibited.

All communications transmitted on behalf of Vera Bradley by Associates must be clear and truthful. This goes beyond not misstating facts. Omissions of important facts or wrongful emphasis must not be used to create misleading impressions. Additionally, all information gathered or used on behalf of Vera Bradley must be recorded and reported completely, accurately and honestly, and submitted in a timely and forthright manner.

A conflict of interest is any situation in which an Associate is in a position to influence a decision or situation that may result in personal gain for the Associate, his/her friends or family at the expense of Vera Bradley, our retailers or consumers. You should avoid even the appearance of a conflict of interest.

If you have any doubt about whether a situation presents a conflict of interest, you should consult with your manager or Human Resources.

You should not accept any significant gift, payment, entertainment or anything else of value from vendors, retailers, consumers or anyone else doing business with Vera Bradley, if the gift would likely be perceived as unduly influencing the sales representative's business decisions. Gifts of small monetary value, such as t-shirts or coffee mugs, for example, are acceptable as they probably would not change your assessment of a potential business relationship. You should also be careful that any gifts you give do not violate the gift-and-entertainment policies of your business counterpart.

Behavioral Rules of Conduct

These rules of conduct are necessary for safe, orderly operation and shall govern the conduct of all Associates. To ensure impartiality and consistency, violations of rules, and corresponding discipline are outlined below.

Vera Bradley reserves the right to enforce these rules and to publish other rules periodically.

While not an all-inclusive list, violations of the following will subject the individual(s) involved to corrective action up to and including termination. The severity of some offenses, as determined by management and Human Resources, may be considered so extreme as to merit termination on the first offense. Any Associate who receives two probations for attendance and/or performance in any rolling 24-month period is subject to immediate termination.

1. Insubordination (e.g., willful disregard, failure, or unwillingness to cooperate or comply with any reasonable request within the authority of the person giving the order and/or disrespectful conduct toward a manager).
1. Sale, use, possession or being under the influence of drugs, impairing substances or alcohol on Vera Bradley premises.
2. Dishonesty or falsification of Vera Bradley documents (e.g., applications for employment, applications for Workers' compensation benefits, disability benefits, FMLA leave, accessing another Associate's electronic time card, computer files, etc.).
3. Taking of any property without permission (including property of Vera Bradley, another Associate, a supplier or a customer).
4. Damaging property (including Vera Bradley's property of any kind, another Associate's property or any person's property for which Vera Bradley may be responsible).

5. Violations of Vera Bradley's Anti-Harassment Policy.
6. Violations of Vera Bradley's Policy Against Workplace Violence, including (but not limited to): threatening, intimidating, coercing, fighting, or committing an assault or battery upon fellow Associates or others on Vera Bradley premises, either through words or actions.
7. Possession of any weapons or firearms on Vera Bradley premises or other violations of any criminal laws committed on company premises (including parking lot), unless specifically permitted under applicable state law.
8. Willful disregard of Vera Bradley's legitimate interest (including, among other things, off-duty misconduct, working for a competitor or making disparaging remarks about Vera Bradley, our Associates or products).
9. Unauthorized use of confidential company information or trade secrets (such as Associate lists, customer lists, manufacturing techniques, new product designs, marketing strategies).
10. Failure to report for scheduled shift or leaving prior to your scheduled shift end, without informing your manager.
11. Serious safety violations including the intentional removal of safety devices on machines without express approval of management.
12. Failure to report a safety hazard or an accident resulting in injury, no matter how minor, to Human Resources or a manager within 24 hours.
13. Use of abusive, profane, or obscene language or malicious statements or pranks.
14. Violation of Associate Facility Access policy (see Security Access policy).
15. Inattention to job tasks (e.g., using personal cell phones when prohibited, excessive socializing during work time, leaving your work station during work time, engaging in excessive personal telephone calls, repeatedly going to the rest room, leaving the building during work hours without permission, etc.).
16. Unsatisfactory job performance.
17. Unsatisfactory tardiness and attendance.
18. Unauthorized use of Vera Bradley tools, equipment, machines, vehicles or other property.
19. Removing or defacing notices posted by Vera Bradley.

A search of an Associate and his/her personal property may be conducted when there is reason to believe that the Associate is in violation of this or other Vera Bradley policies. The right of Vera Bradley to search an Associate includes, but is not limited to, the inspection of vehicles (except as may be limited by applicable state or local law), parcels, packages, handbags, lunch boxes, brief cases, work stations, desks, lockers and any other item on Vera Bradley premises. Associates do not have a legitimate expectation of

privacy in any item, container or vehicle on company premises whether or not the same is issued or owned by Vera Bradley.

An Associate's consent to such search is required as a condition of employment. The Associate's refusal to cooperate with such a request is grounds for termination.

Credit Card Information Handling Policy

This policy is to ensure that Vera Bradley Associates are aware of the acceptable methods of handling credit card data.

- Do not document credit card data in any format at any time. This data includes, but is not limited to, card number, security code, expiration date, etc. During normal business transactions, credit card data is not to be written, printed, stored, emailed, placed in chat sessions, or faxed. If computer system failure prevents credit card processing via the computer, authorize card transactions over the phone. In the event that someone mistakenly writes this information down, shred it immediately.
- As mentioned previously, do not email credit card data under ANY circumstances. Email is not a secure method of communication.
- In addition to email, never store credit card numbers in Word, Excel, or other programs designed for taking notes.
- Never repeat card information aloud. As much as the people around you might be trusted, it leaves an opening for anyone in the area to acquire the information and do what they want with it.

Additional considerations that affect customer service are as follows:

- Ensure any recording of the call is paused so card information is not stored
- If applicable, clear the chat window of any card information or terminate the session properly.
- At-home/remote agents must refrain from unauthorized copying, moving, and storing of cardholder data onto local hard drives and removable electronic media when accessing cardholder data via remote access technologies.

Additional rules surrounding the retail unit are the following:

- All transaction documentation and merchant receipts shall be stored in a secure (locked) area. It should only remain there for as long as is necessary for proper recording of the transaction and should only contain the last four digits of the credit card number. Shred that same documentation when the retention period has expired.
- If you are unable to access a register to immediately assist a customer paying via credit card, refrain from gathering any credit card data until one becomes available. At that time, you may swipe/dip the card or manually key the data directly into the pin pad.

If you experience the following, please contact Client Services at (260) 207-5300 or x5300:

- Presented with a credit card or credit card data and are unsure how you should respond

- Asked to begin a new procedure that involves the possibility of credit card information being exchanged
- Aware of card information being stored or exposed

Appearance and Dress

You are expected to dress appropriately for your position and job responsibilities. Please use your best judgment to dress business appropriate when meeting with outside groups. Guidelines for everyday wear are outlined below:

Professional/Office Associates

Our dress code is business casual. Clothing and accessories should present a clean and professional personal image. Appropriate business casual attire may include:

- Casual shirts and blouses
- Sleeveless shirts and dresses
- Slacks, appropriate-length skirts, khakis, denim, and leggings (if worn with appropriate length tops)
- Clean, free of defects and appropriately sized clothing
- Dress or casual shoes (canvas and fashionable sneakers appropriate), including open-toed and open-heeled

Items that are excluded from the dress code and are considered inappropriate include:

- Athletic wear, spandex, jogging pants or sweatpants
- Backless, strapless or tight-fitting clothing
- Tank, spaghetti straps and halter tops
- Revealing clothing, such as see-through fabric or camisoles without a jacket
- Clothing with printed messages or advertisements that may be offensive to others are not to be worn
- Shorts
- Beach-wear flip flops

Operations Associates

Associates in operations should adhere to the following rules:

- A clean and professional personal image

- Clothing that is clean, free of defects and appropriately sized
- Hair should be pulled back if it is long enough to present a safety hazard
- Jewelry should not present a safety hazard
- Shorts with a mid-thigh minimum length are acceptable
- Approved closed-toe shoes
- Spaghetti tops, camisoles and revealing or see-through material is not to be worn

If you report to work in violation of this policy, you may be sent home to change clothing and return to work with loss of pay for the time absent. Associates who do not comply with the dress standards will be subject to discipline up to and including termination.

Confidentiality

Vera Bradley must frequently give our Associates confidential information, or Associates may originate confidential information, as part of their job. This would include, for example, information which is not generally known in the industry, or about Vera Bradley's business, products, processes and services. This includes information relating to new products, sales promotions, details of training or operating methods, suppliers, customer proprietary and/or confidential information provided to Vera Bradley, manufacturing, purchasing, accounting, engineering, marketing, quoting, pricing, selling, customer lists, customer requirements and the documentation thereof. Associates who, as part of their job, have access to information about salary, benefits or discipline of other Associates are expected to treat the information of other Associates as confidential and not discuss or disclose it except as may be necessary in connection with the performance of their work. All information regarding an Associate's medical records or health status will be kept in separate files and provided the highest degree of protection by those with access to that information.

Vera Bradley's trade secrets, proprietary information and processes are valuable and unique assets and are vital to our continued growth and success. Therefore, Vera Bradley requires that you do not share with others, use for yourself or others, any Confidential Information obtained while employed by Vera Bradley, even after you have ceased to work for Vera Bradley.

In addition, if you know of confidential information belonging to any former employer, you may be legally or ethically bound by a similar obligation to your former employer. Vera Bradley expects you to fulfill this obligation and to refrain from using, in Vera Bradley's business, any confidential information belonging to any of your former employers. Of course, Vera Bradley wants you to utilize all information that is generally known and used by individuals with your training and experience and all information that is common knowledge to the industry for your position.

This policy does not prohibit disclosures protected by National Labor Relations Act ("NLRA").

Failure to maintain confidentiality may result in discipline, up to and including termination.

Any questions as to the confidential nature of information should be directed to Human Resources.

Ideas, Inventions and Works

It is our policy that as a Vera Bradley Associate, you assign to Vera Bradley your rights to ideas and inventions which are conceived during the period of employment by Vera Bradley and during the one-year period immediately after separation from employment. The "ideas and inventions" covered by this section include all of the following:

- Those which you may conceive either jointly or with others
- Those conceived in the course of employment or with the use of Vera Bradley's time, material or facilities
- Subject matter relating to your job
- Information you become aware of during your employment with Vera Bradley

As a Vera Bradley Associate, you agree to assign and promptly disclose to Vera Bradley all ideas and inventions. You also agree to execute, acknowledge, and deliver all documents including applications for patents and assignments, as Vera Bradley may require for establishing and protecting our rights for ownership of your ideas and inventions in all countries. You will cooperate with Vera Bradley to review, execute, acknowledge and deliver any documents that Vera Bradley reasonably deems necessary.

All Works (defined as materials or authorship fixed in any tangible medium of expression, including but not limited to computer program source code, notes, drawings, memoranda, patterns, designs, correspondence, records and notebooks) created while you are an Associate of Vera Bradley will be and remain exclusively the property of Vera Bradley. Each Work created by you is a "work made for hire" under the copyright law. Vera Bradley may file applications to register and copyright such Works as author and copyright owner. If for any reason a Work created by you is excluded from the definition of "work made for hire" under the copyright law, then you will assign

Vera Bradley the entire right, title and interest in and to the excluded Work including copyright. As an Associate, you agree to execute any documents which Vera Bradley reasonably deems necessary in connection with the assignment with such excluded Work and copyright therein.

Electronic Media Policy

The electronic mail system (email), computer files, computer disks, voice mail and other forms of Vera Bradley owned electronic media and technology devices (computers, laptops, tablets, cell phones, PDAs, etc.) are the sole property of Vera Bradley and are intended for the purpose of carrying out company business.

Individuals will be assigned unique user accounts to access all company information systems. Allowing others to use your account information to access company systems is prohibited.

Vera Bradley owns all electronic messages/data and those created, sent, received or stored in Vera Bradley's system will remain company property. Therefore, you do not have an expectation of privacy with respect to any data, which is created, sent, received or stored in, on or by any Vera Bradley-owned equipment.

Vera Bradley reserves the right to enter the system and review, copy, delete or disclose any messages or files without providing notice to the sender or to the recipient. This includes, but is not limited to, anything accessed through the Internet, personal web-mail accounts such as Yahoo, Hotmail or Gmail, text messaging, instant messaging, as well as any emails sent through Vera Bradley's email system.

Vera Bradley advises that you keep your messages and files business-like and to refrain from using the system for personal messages and files that you would not want read by others. Since there is no guarantee of privacy of any messages or files, you must use good judgment when using the system.

You are not permitted to use Vera Bradley technology devices in any manner that is prohibited by policy, causes unnecessary costs, congestion, disruption or damage to Vera Bradley's technology devices, IT services, systems or equipment, or in a manner that demeans other individuals either internal or external to Vera Bradley, including but not limited to:

- Using large amounts of bandwidth (data transmission exchange) for activities that are not related to Vera Bradley business such as sending chain letters, emailing, or downloading large files, e.g., music, graphics, games, videos, etc.
- Intentionally or unintentionally permitting the use of Vera Bradley technology devices by unauthorized persons, e.g., friends, family or others.
- Attempting to override or avoid Vera Bradley security and system integrity procedures or mechanisms.
- Intentionally accessing, viewing, disseminating or storing offensive or disparaging information or graphical depictions, including hate crimes, sexually explicit, violent and/or racist materials.
- Installing and using hardware and/or software without prior authorization from Vera Bradley.
- Creating, receiving, transmitting or storing any information that is considered 'classified' which could potentially compromise Vera Bradley's security or business or that harms Vera Bradley business in any way.
- Establishing personal and/or non-work-related web sites or bulletin board systems on working time and/or on Vera Bradley-owned equipment.

This electronic media policy applies to all use of Vera Bradley-owned electronic media, not just use during normal work hours. Failure to adhere to the Vera Bradley Electronic Media policy will result in corrective action up to and including termination and/or revocation of electronic media privileges.

For more information regarding this policy, see Human Resources.

Non-exempt Associate Electronic Communications Policy

Associates of Vera Bradley may perform job duties using a variety of electronic communication devices depending on the nature of the work and responsibilities involved both during and outside normal working hours. These may include, but are not limited to, cellular/mobile telephones, smartphones, Personal Digital Assistants (PDA), "iPhones," electronic tablet devices, "iPads," or laptop computers.

Issuance of any of these types of company-owned equipment to non-exempt Associates requires approval by the individual's manager and Human Resources.

Non-exempt Associates who are issued any type of mobile electronic devices, as listed above, must consent to all of the provisions of this policy and Vera Bradley's Electronic Media Policy.

As with other types of authorized work, all time spent by non-exempt Associates utilizing such mobile equipment as directed by management, will be considered hours worked and will count toward overtime eligibility as required by law. Non-exempt Associates must track all time worked to ensure they are correctly compensated.

Non-exempt Associates are not permitted to perform work at home or other remote locations during non-scheduled work time without prior authorization from their manager. This includes but is not limited to, all types of work-related communication, including but not limited to reviewing, sending and responding to electronic mail messages or text messages, responding to calls or making calls.

Therefore, some key points to remember are:

- Do not check for, read, send or respond to work-related e-mails outside of your normal work schedule unless you have been directed by management to do so. This includes any work performed outside of normal working hours on your own computer or mobile electronic device as well.
- If you are authorized to perform such work you must keep track of your time worked by either logging into the ADP system (if working on a laptop) or by sending an e-mail to your manager after completing the work detailing what work was performed and how long it took rounded to the nearest tenth of an hour (i.e., "Reviewed and replied to various work e-mails – 0.40 hours.")
- Associates using electronic mobile communications for work-related correspondence during unauthorized times may be subject to discipline for violating this policy, up to and including termination.

Non-exempt Associates may not use their company-issued electronic mobile device for work purposes during periods of unpaid leave without authorization from management. Vera Bradley reserves the right to deactivate the company's application and access on the Associate's electronic device during periods of unpaid leave.

Non-exempt Associates acting in an on call capacity will be provided with a mobile phone for business related use for the duration of their on call assignment. Associates will be compensated as stated in the On Call Policy in the Company Handbook.

Associates who have not received authorization in writing from management will not be permitted to use electronic mobile devices for work purposes outside of normal working times. Associates should not utilize company issued mobile electronic devices for personal purposes and shall not permit family and friends to use company issued mobile electronic devices. Failure to follow policies and procedures may result in disciplinary action up to and including termination of employment.

As with any electronic communication transmitted through the Vera Bradley server onsite, there is no expectation of privacy for any information transmitted through any Vera Bradley-owned equipment offsite. Vera Bradley has the right, at any time, to monitor and preserve any communications that utilize

Vera Bradley networks in any way, including data, voicemail, telephone logs, Internet use and/or network traffic, etc. for any purpose, including legal compliance. Management reserves the right to review, retain, or release personal and company-related data on company devices to government agencies or third parties during an investigation or litigation. Management may review the activity and analyze usage patterns and may choose to publicize these data to assure that Vera Bradley resources in these areas are being utilized according to this policy. No Associates shall knowingly disable any network software or system identified as a monitoring tool.

Social Media Policy

At Vera Bradley, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not Associated or affiliated with Vera Bradley, as well as any other form of electronic communication.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow Associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of Vera Bradley or Vera Bradley's legitimate business interests may result in disciplinary action up to and including termination.

Know and follow the rules

Carefully read these guidelines, the Professional Code of Conduct, the Behavioral Rules of Conduct, Confidentiality Policy, Policy Against Workplace Violence and Anti-Harassment Policy (all found elsewhere in this Handbook), and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Vera Bradley Associates should refrain from using Vera Bradley social sites and other outside Vera Bradley online communities to share product release information or advertise promotions.

Any posts you see on Vera Bradley social sites or outside Vera Bradley online communities will be Marketing-approved, and have been posted with permission.

Vera Bradley marketing promotions should never be shared by Vera Bradley Associates or employees of Vera Bradley Specialty Retailers prior to the start date of the promotion.

We know our Associates are our best brand ambassadors but we need to let the Vera Bradley Marketing team be the first to share any news of promotions, new product releases or Company news to ensure consistency in messaging and timing. Once Vera Bradley has shared information on our official Company

social platforms, you are more than welcome to share our posts with your own social networks.

Be respectful

Always be fair and courteous to fellow Associates, customers, members, suppliers or people who work on behalf of Vera Bradley. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, Associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Be honest and accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about Vera Bradley, fellow Associates, customers, suppliers, or people working on behalf of Vera Bradley or competitors.

Post only appropriate and respectful content

- Maintain the confidentiality of Vera Bradley trade secrets and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities. Such online conduct may also violate the Insider Trading Policy.
- Do not create a link from your blog, website or other social networking site to a Vera Bradley website without identifying yourself as a Vera Bradley Associate.
- Express only your personal opinions. Never represent yourself as a spokesperson for Vera Bradley. If Vera Bradley is a subject of the content you are creating, be clear and open about the fact that you are an Associate and make it clear that your views do not represent those of Vera Bradley, fellow Associates, members, customers, suppliers or people working on behalf of Vera Bradley. If you do publish a blog or post online related to the work you do or subjects Associated with Vera Bradley, make it clear that you are not speaking on behalf of Vera Bradley. It is best to include a disclaimer such as, "The postings on this site are my own and do not necessarily reflect the views of Vera Bradley."
- If you or a family member posts a product review on the Vera Bradley website, be sure to identify yourself as an Associate or as someone with a relationship to Vera Bradley, but make it clear that your views do not represent those of Vera Bradley.

Using social media at work

Unless relative to your job, authorized by your manager or consistent with the Electronic Media Policy, refrain from using social media during work hours or on equipment we provide. Do not use Vera Bradley email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is prohibited

Vera Bradley prohibits taking negative action against any Associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any Associate who retaliates against another Associate for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

None of the foregoing guidelines are intended to restrict any Associate in the exercise of his/her Section 7 rights under the National Labor Relations Act including but not limited to discussion of wages, hours or any other term or condition of employment.

Media contacts

Associates should not speak to the media on Vera Bradley's behalf without receiving approval from Public Relations. All media inquiries should be directed to them.

For more information or if you are in need further guidance, please contact Human Resources.

Internal Communications Policy

Vera Bradley is committed to maintaining effective avenues of communication that inform and engage our Associates. Electronic media, including email and the Thread, is the primary official communication method to Associates.

All mass electronic communications to Associates such as mass emails and Intranet postings must filter through Corporate Communications or Human Resources. A mass email is any email addressed to all Associates, all email participants or a large subgroup of Associates. Such communication should be pertinent, timely, important and of interest or affect the entire Vera Bradley staff or subgroup.

Furthermore, mass emails should notify Associates of official business critical to the operation and function of Vera Bradley and alert Associates of emergency situations and conditions. The messages should be non-commercial in nature and should not include solicitations, unverified public service announcements, advertisements for vendors or services, and non-emergency announcement of events.

None of the foregoing guidelines are intended to restrict any Associate in the exercise of his/her Section 7 rights under the National Labor Relations Act including but not limited to discussion of wages, hours or any other term or condition of employment.

No Solicitation Policy

Whenever Associates are performing (or should be performing) their job duties, they may not solicit other Associates or distribute literature to other Associates for any purpose. Likewise, even if you are not working, you should not solicit or distribute literature to other Associates who are performing (or should be performing) their job duties. Associates are not to distribute literature in working areas at any time. Furthermore, Associates may not post any form of literature, printed or written materials, photographs or notices of any kind on the bulletin boards, on the walls or anywhere else at Vera Bradley, including electronic communications.

Insider Trading Policy

Vera Bradley's Insider Trading Policy is intended to help you avoid the severe consequences Associated with violations of the insider trading laws. It is also intended to prevent even the appearance of improper conduct on the part of anyone employed by or Associated with Vera Bradley.

This policy applies not only to you, but also the following:

- your family members who reside with you;
- anyone else who lives in your household;
- any family members who do not live in your household, but whose transactions in securities are directed by you or are subject to your influence or control (such as parents or children who consult with you before they trade in securities);
- any person to whom you have disclosed material, nonpublic information; and
- any person acting on your behalf or on behalf of any individual listed above.

You are responsible for making sure that the purchase or sale of any security by any such person complies with this policy.

If you possess "material, nonpublic information" relating to Vera Bradley, its subsidiaries or any other entity (such as a supplier or customer), you may not (a) purchase or sell securities of Vera Bradley or such other entity, (b) direct any other person to purchase or sell such securities or (c) disclose the information to anyone outside Vera Bradley.

"Material, nonpublic information" is information that is not available to the public at large that could affect the market price of a security and which a reasonable investor would regard as important in deciding whether to buy, sell or hold the security. Either positive or negative information may be material. Because trading that receives scrutiny will be evaluated after the fact with the benefit of hindsight, questions concerning the materiality of particular information should be resolved in favor of materiality, and trading should be avoided. Common examples of material information are:

- forecasts, estimates or projections of earnings or results of operations for current or future periods;

- news of a pending or proposed merger, acquisition, tender offer, divestiture or disposition of significant assets;
- changes in dividend policies;
- actual or threatened major litigation, or the resolution of such litigation;
- major events regarding securities, including the declaration of a stock split or the offering of additional securities (debt or equity);
- new major contracts, orders, suppliers, customers or finance sources, or the loss thereof;
- a change in management;
- severe financial liquidity problems; or
- significant new products or services.

Information is considered to be available to the public only when it has been released to the public through appropriate channels (for example, by means of a press release, a publicly accessible conference call or a governmental filing) and enough time has elapsed to permit the investment market to absorb and evaluate the information. As a general rule, information is considered absorbed and evaluated after the completion of the second trading day after the information is released.

Vera Bradley has authorized only certain individuals to publicly release material, nonpublic information. Unless you are explicitly authorized to do so, you should refrain from discussing material, nonpublic information with anyone outside Vera Bradley. If such information is improperly disclosed to outsiders, Vera Bradley may be forced to release it publicly. For example, an improper disclosure that results in a news story about a pending acquisition may require public release of plans that could upset the transaction. Therefore, you should avoid discussing such information in public and should ensure that documents containing sensitive information about Vera Bradley are secure and are not distributed improperly.

A "black out" period is a period during which you may not execute transactions in Company securities. Please bear in mind that even if a black out period is not in effect, at no time may you trade in Company securities if you are aware of material, nonpublic information about Vera Bradley.

Vera Bradley considers it improper and inappropriate for you to engage in short-term or speculative transactions in Company securities or in other transactions in Company securities that may lead to inadvertent violations of the U.S. insider trading laws. Accordingly, your transactions in Company securities are subject to the guidance outlined in the complete Insider Trading Policy located on the Thread.

The U.S. insider trading laws also restrict your ability to engage in certain transactions under Vera Bradley's benefit plans such as Stock Option Exercises, and Stock Incentive Plans. This policy continues to apply to your transactions in Company securities even after you have terminated your employment with or services to Vera Bradley and/or its subsidiaries and affiliated companies. If you are aware of material, nonpublic information when your employment or service relationship terminates, you may not trade in Company securities until that information has been publicly released.

Insider trading violations are pursued vigorously by the Securities and Exchange (SEC) and the U.S. Attorney's Office. Failure to comply with this policy may also subject you to corrective action up to and including termination.

The above is only a summary of the Insider Trading Policy. Please see the complete Insider Trading Policy located on the Thread for more information.

Disclosure Policy

General Statement of Policy

Vera Bradley is committed to providing timely, complete, orderly, transparent, and accurate information to the investment community. Vera Bradley strives to give the investment community fair access to company information and Vera Bradley is committed to avoiding selective disclosure.

This disclosure policy confirms in writing Vera Bradley's existing practices and policy. The purpose of this disclosure policy is to govern the disclosure of material, non-public information in a manner designed to provide broad, non-exclusionary distribution of information as required by the Securities and Exchange Commission ("SEC") in Regulation Fair Disclosure ("Regulation FD") so that the public has equal access to the information.

Scope: Who and What Disclosure Policy Covers

The disclosure policy is applicable to all Vera Bradley Associates, as well as consultants and advisors (collectively "Company Associates") and members of Vera Bradley's Board of Directors and covers all communications with analysts, current and potential investors, and other members of the investment community (collectively the "Investment Community"). This disclosure policy covers disclosures in documents filed with the SEC, earnings and other news releases, communication between Vera Bradley and the investment community and news media, oral presentations relating to Vera Bradley made by management, and information directed toward the Investment Community contained in Vera Bradley's www.verabradley.com investor relations site. This disclosure policy covers oral statements made in group and individual meetings or on phone calls with members of the Investment Community and interviews with media.

This disclosure policy prohibits all Company Associates and board members from discussing or disclosing material, non-public Company matters or developments with anyone outside Vera Bradley (including family members or friends).

Nothing in this Disclosure policy should be construed as prohibiting a Company Associate from complying with local, state, and Federal laws and regulations.

Regulation FD

The SEC adopted Regulation FD to eliminate disclosure by public companies of material, non-public information to selected persons, such as members of the Investment Community, before disclosing information to the general public.

Vera Bradley will make such disclosures to satisfy Regulation FD through a press release and/or SEC filing as appropriate. Senior officials include members of the Board of Directors, executive officers, investor relations professionals, and others who regularly interact with the investment community and media.

Disclosure Policy Committee

Vera Bradley has established a Disclosure Policy Committee (the “Committee”). The Committee consists of the Executive Vice President, Chief Financial Officer; Vice President, Chief Legal Officer and Corporate Secretary; and Vice President, Investor Relations and Communications (the “VP of IR”). The Committee reports to the Chief Executive Officer (the “CEO”).

Disclosure Policy Committee Responsibilities

The Committee is charged with assessing, before issuance, the accuracy and completeness of Vera Bradley’s SEC filings and news releases reporting corporate financial information and performance. As other circumstances dictate, the Committee will meet, react promptly to material developments, decide when material developments justify public release, and make recommendations to the CEO regarding public disclosure of material non-public Company information.

Committee members should remain apprised of material, non-public Company developments in order to evaluate and discuss those events to determine the appropriateness and timing for public release of information or whether the information should remain confidential, and, if so, how Vera Bradley should maintain the confidentiality of the non-public information.

Definition of Materiality

Under the Federal securities laws, information is material if a reasonable investor would consider the information to be important in making investment decision. In other words, information is material if it would significantly alter the total mix of information currently available regarding the security. Both positive and negative information can be material, as well as information that forecasts whether an event may or may not occur. Examples of material information of Vera Bradley could include, but are not limited to:

- Quarterly or annual earnings or operational results or projections
- Mergers, acquisitions, joint ventures, divestitures, or other changes in company assets
- Management changes or changes in control of Vera Bradley
- Dividend payments
- Public or private sale of additional securities
- Deterioration or improvement in Vera Bradley's credit status with rating agencies
- Stock splits
- Major litigation, pending or threatened

- Company share buyback programs and their implementation or cessation
- New products, discoveries, patents or developments regarding major customers or suppliers
- Change in auditors and agreements/disagreements with auditors.

Confidentiality

The maintenance of confidentiality is essential to Vera Bradley, both legally and practically. Vera Bradley is not required to disclose all material, non-public information, but if it does, such disclosure cannot violate Regulation FD. Company officials may withhold material information for legitimate business purposes, such as the benefit of Vera Bradley or its shareholders. Vera Bradley's disclosure policy is not to comment on specific possible business transactions until an agreement has been reached and approved by the Board of Directors or there is some overriding reason to disclose the information.

Company Spokesperson

The VP of IR is the primary Company spokesperson to the Investment Community. Others within Vera Bradley may from time-to-time be designated by the VP of IR or the CEO to speak on behalf of Vera Bradley or to respond to specific inquiries from the Investment Community or media.

It is essential the VP of IR, as well as other Committee members, be fully apprised of all Company developments in order that they can be in a position to evaluate and discuss those events that may affect the disclosure process. Accordingly, any non-public information about Vera Bradley that could be material should be brought to the attention of the VP of IR or any other Committee member promptly.

The VP of IR shall be integrally involved in scheduling and developing presentations for all meetings and other communications with members of the Investment Community and media, arranging appropriate business/strategic interviews with Company management, and responding to all inquiries from the public for additional information.

Instructions to Company Associates and Board Members Who Are Not Authorized Spokespersons

Company Associates and board members may not respond to inquiries from the Investment Community or media unless specifically authorized to do so by the VP of IR or the CEO. Company Associates and board members who are not authorized spokespersons who receive either direct or indirect inquiries from investors or the news media must refer all such inquires to the VP of IR.

Disclosure Policy on News Releases/Public Dissemination of Information

Vera Bradley will issue a news release on new material developments regarding Vera Bradley or its business, unless the Committee determines that such developments should remain confidential. Any material information that is to be intentionally discussed or presented in any meeting or conversation with Investment Community will be preceded by the issuance of a broadly disseminated news release.

Material or non-material information that Vera Bradley has publicly released or that is already in the public domain may be discussed on an individual or selective basis. Non-material, non-public information may also be provided on an individual or selective basis. If Vera Bradley gives such information to one

individual or group of persons, Vera Bradley will make the information available to any interested party upon request.

[Providing Material Information to the Media](#)

Vera Bradley's policy is that the media will receive material information at the same time the Investment Community and the public receive it.

[Responding to Market Rumors](#)

Vera Bradley will respond consistently to market rumors in the following manner, "It is our long-standing policy not to comment on market rumors or speculation." Should NASD request us to make a more definitive statement in response to a market rumor that is causing significant stock price volatility, the Committee will consider the matter and make a recommendation to the CEO on whether to make an exception to the Disclosure Policy.

[Online Chat Rooms and Social Media](#)

While we may monitor what others are saying about Vera Bradley on online chat rooms or through social media, we do not publicly respond to rumors or correct any inaccuracies that might appear.

Please refer to Vera Bradley's Social Media Policy for additional information.

[Analysts and Investor Access to Information and Company Management](#)

Vera Bradley will provide appropriate access to information and management to the Investment Community. Requests for meetings with senior management will be met as schedules permit and may be determined by such criteria as share ownership, knowledge of Vera Bradley and the retail industry, and previous access to top officials in Vera Bradley.

[Review of Disclosure Policy](#)

This Disclosure Policy will be reviewed periodically by the Committee or as the need arises, and the Committee will be solely responsible for the application and interpretation of this Policy.

The above is only a summary of the Disclosure Policy. Please see the complete Disclosure Policy located on the Thread for more information.

[Travel and Entertainment Policy](#)

The following is a high-level summary of Vera Bradley's Travel and Expense Policy. On occasion, an Associate will be asked to travel on behalf of Vera Bradley and serve as an official representative or ambassador of Vera Bradley whether at a seminar, conference, gift show or other meeting, in or out of town. In such case, the Associate is solely responsible for complying with all terms and conditions of the Travel and Expense Policy, which can be found on the Thread.

Here are several terms of the Travel and Expense Policy to bear in mind.

Accountability

While traveling on Company business, Associates should expect to receive service and accommodations that are both safe and comfortable, but not lavish or extravagant. A traveler should neither gain nor lose personal funds as a result of business travel. Travelers are expected to exercise prudent business judgment regarding expenses covered by this policy. Vera Bradley expects each Associate to be cost conscientious.

Use of Travel Service

Vera Bradley mandates that all business travelers use our Concur Travel system. This includes air, hotel, and rental car reservations to provide visibility of all travelers on Company business and to maximize the cost effectiveness of travel expenses. International travel should be coordinated through World Travel. Our online booking system MUST be used whenever possible at <https://www.concursolutions.com>. There is also a link to the website on the Thread. There are no fees for booking hotel or cars through either system.

Conduct and Appearance

Vera Bradley expects its Associates to conduct themselves in a manner consistent with the highest standard of ethical business conduct as well as with Vera Bradley's core values. The Associate's attire should be consistent with the purpose of the business travel being conducted. The Associate should consult his/her manager with any uncertainty regarding attire.

Travel Time and Compensation

Travel time is considered to be the time it takes someone to get from his/her current location to his/her destination. With regard to flying, travel time is considered to be 2 hours prior to the scheduled departure time and the actual arrival time at the destination airport. Flights should be scheduled during normal business hours whenever it is reasonably possible.

An hourly Associate who travels on company business will be compensated for an 8-hour day. If the hourly Associate works an 8-hour day and then travels, the Associate will also be compensated at his/her applicable hourly rate for his/her actual travel time as defined above. When traveling over a weekend (Saturday or Sunday), an hourly Associate will be compensated at his/her applicable hourly rate for his/her actual travel time as defined above. Hourly Associates are asked to keep track of their working, training and traveling hours while away from the office on business to be compensated at his/her regular hourly rate. Salaried Associates will not receive any additional travel compensation above their regular pay.

Associates Traveling Together

When scheduling or attending management or other Company meetings, travel should be arranged in such a way that no single event could create catastrophic loss of key personnel to Vera Bradley.

Business Entertainment

When entertaining business guests, the Associate in charge of the event is responsible for all related receipts completely documenting the name of the establishment, date of charge, name and company of all attendees and business purpose of the event and/or business topic discussed.

Reporting and Reimbursement

Vera Bradley's travel and expense reimbursement program meets the Internal Revenue Service definition of an Accountable plan. As a result, expenses and reimbursements that conform to this policy are not reported as taxable income to the Associate. The following are the requirements for reimbursement in accordance with the IRS guidelines:

- There must be a business connection and the expense must be reasonable.
- Properly account for the expenses within 30 days after the expenses were paid or incurred. Expenses not properly accounted for in 60 days are taxable income to the Associate.
- Any amounts paid in excess of the actual expenses must be returned within 60 days of the expenses.

If an Associate is unable to provide support for the expenditures within the time frame listed above, the Associate should provide documentation as to the reason for delay. Department Managers and Financial Shared Services have the discretion to deny reimbursement for late submissions. If reimbursement is approved for late submission of expenses, the reimbursement may be added to the Associate's taxable compensation.

Completion, Approval and Documentation

All travel expenses must be submitted to your Manager for approval using Concur, our online travel and expense system. The link to Concur is: <https://www.concursolutions.com>

You will also find the Concur link on The Thread along with guides on how to utilize the system.

Financial Shared Services reserves the right to reject any expense submitted for reimbursement more than two months after the expense has incurred.

Noncompliance of Travel and Expense Policy

Vera Bradley is working to make travel and expense convenient and cost effective. Vera Bradley expects the policy to be adhered to. In the event of noncompliance the following actions will be taken:

- E-mail notification to Associate and Manager
- Charge back to Associate for out of policy expenditures
- Suspension of Corporate credit card after written warning for expenses not submitted after 60 days

- Taxation to Associate for expenses not submitted after 60 days of expenditure date

Finance will administer, track, report, and make final decisions on noncompliance issues.

Note of Personal Liability:

The IRS mandates that all business related expenses be properly documented and supported including description and receipt of purchases and receipts completely documenting the name of the establishment, date of charge, name and company of all attendees and business purpose of the event and/or business topic discussed for all business meetings and entertainment. Failure to properly meet this requirement may result in the expense not being reimbursed or loss of deductibility to Vera Bradley and a subsequent tax liability to the Associate.

Facilities

Tobacco-Free Policy

Out of concern for Associate wellness, nicotine and vaping devices are prohibited on Vera Bradley property.

Housekeeping

Vera Bradley believes a clean, organized place of business is essential to the efficiency of our operation. You will be expected to care for the areas in which you work. Routine, normal cleaning will be carried out by our cleaning staff daily; however, you are responsible for keeping your work space free of clutter at the end of each day. Everyone using the break areas have a shared responsibility for keeping these areas clean and in an orderly condition.

For everyone's safety, animals are not permitted on Vera Bradley property.

Parking

Vera Bradley provides parking spaces for Associate convenience but cannot assume responsibility for any loss or damage arising from the use of the parking space.

Please observe the visitor and disabled parking spaces. When parking, please use the designated parking areas only. Do not park alongside the buildings, in front of overhead doors, by air conditioning units, in cargo handling areas, behind other parked vehicles or in front of a waste dumpster.

Please report any thefts or property damage to your manager or to Human Resources immediately.

Lactation Policy

Vera Bradley recognizes the need for nursing mothers to periodically express milk during working hours. When possible, scheduled break times should be used for this purpose. In those situations where scheduled break times are not sufficient, Vera Bradley will allow Associates paid time to go to the closest designated lactation location, express milk, and return to the work site. Vera Bradley's intent is to comply with all Federal, State and local lactation laws. If you have questions about the nearest designated

lactation location or other questions regarding the lactation policy, please contact your Human Resources Business Partner.

Security Access

Associate Facility Access

Every Vera Bradley Associate will be issued an access control card, which will also serve as the Associate's identification badge. All Associate access control cards are programmed for access to their assigned area(s). A fee will be charged for replacement access control cards. Please note:

- At the Stonebridge Distribution Center, access control cards must be worn and visible by all Vera Bradley Associates (including temporary Associates) at all times. At all other Vera Bradley facilities, Associates must have their access control card available on their person at all times when on company property.
- Each Associate must swipe his or her own access control card to access any Vera Bradley facility (no "piggybacking" onto another Associate's access).
- All Associates are empowered to challenge any unidentified person or suspicious behavior on Vera Bradley property, and/or elevate the situation to his or her manager

Security

At no time should anyone hold open a door to allow an unauthorized person to enter the building. All exterior and applicable interior doors are to remain secured at all times (no propping open of doors). Unauthorized duplication of access control cards and keys and/or tampering with the access control system is prohibited. Associates authorized to activate and deactivate the security system will be issued a four-digit access code and password, which are not to be shared with unauthorized persons.

Guest Access

Guests should enter through the main entrance and notify the front desk attendant who he/she is visiting. Guests will be required to sign in at the front desk and will be given a guest badge to be worn while in the facility. Guests will be required to sign out and return the name badge upon exiting the facility.

Contractor Access

All authorizations for contractor access will be coordinated through Facilities Management. Contractors are required report to the Facilities Department at the Distribution Center (door 9 – west side of building) to sign in and must wear a contractor identification badge at all times while working on Vera Bradley premises.

Surveillance of Premises

Vera Bradley utilizes a video surveillance and recording system to monitor entrances and common areas within and outside the facility. All persons on premise are subject to surveillance.

Third parties who are found to be in violation of the Vera Bradley Facility Security, Access and Use Policy shall be subject to loss of facility access privileges, reimbursement of actual damage costs, penalties and fines. Associates found in violation of this policy will be subject to loss of facility access privileges, discipline, up to and including discharge and/or criminal prosecution if applicable.

Home Office Information

Headquarters

12420 Stonebridge Road
Roanoke, IN 46783
Phone: (260) 482-4673
Fax: (260) 484-2278
verabradley.com

Business Hours

Monday – Friday, 8:30 am – 5 pm EST

Vera Bradley Associate Handbook

January 2022