

United States
Securities and Exchange Commission
Washington, D.C. 20549

Form 10-K

Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the fiscal year ended January 2, 2021

Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from _____ to _____

Commission file number 001-31410

PRIMO WATER CORPORATION

(Exact name of registrant as specified in its charter)

| | |
|---|--|
| Canada (State or Other Jurisdiction of Incorporation or Organization) | 98-0154711 (IRS Employer Identification No.) |
| 4221 West Boy Scout Boulevard Suite 400 | |
| Tampa, Florida | 33607 |
| United States (Address of principal executive offices) | (Zip Code) |

Registrant's telephone number, including area code: (813) 313-1732

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

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---------------------------------------|-------------------|---|
| Common Shares, no par value per share | PRMW | New York Stock Exchange Toronto Stock Exchange |

Securities registered pursuant to Section 12(g) of the Act: NONE

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

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

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

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

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

| | | | |
|-------------------------|-------------------------------------|---------------------------|--------------------------|
| Large accelerated filer | <input checked="" type="checkbox"/> | Accelerated filer | <input type="checkbox"/> |
| Non-accelerated filer | <input type="checkbox"/> | Smaller reporting company | <input type="checkbox"/> |
| | | Emerging growth company | <input type="checkbox"/> |

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. Yes No

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

The aggregate market value of the common equity held by non-affiliates of the registrant as of June 27, 2020 (based on the closing sale price of \$13.63 for the registrant's common shares as reported on the New York Stock Exchange on June 26, 2020) was \$2,121.3 million.

(Reference is made to Part II, Item 5 for a statement of assumptions upon which the calculation is made).

The number of the registrant's outstanding common shares as of February 26, 2021 was 160,776,356.

Documents incorporated by reference

Portions of our definitive proxy statement for the 2021 Annual and Special Meeting of Shareowners, to be filed within 120 days of January 2, 2021, are incorporated by reference in Part III. Such proxy statement, except for the parts therein which have been specifically incorporated by reference, shall not be deemed "filed" for the purposes of this Annual Report on Form 10-K.

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Our consolidated financial statements are prepared in accordance with United States generally accepted accounting principles (“GAAP”) in U.S. dollars. Unless otherwise indicated, all amounts in this Annual Report on Form 10-K are in U.S. dollars and U.S. GAAP.

Any reference to 2020, 2019 and 2018 corresponds to our fiscal years ended January 2, 2021, December 28, 2019, and December 29, 2018, respectively.

Forward-looking statements

In addition to historical information, this Annual Report on Form 10-K, and the reports and documents incorporated by reference in this Annual Report on Form 10-K, may contain statements relating to future events and future results. These statements are “forward-looking” within the meaning of the Private Securities Litigation Reform Act of 1995 and applicable Canadian securities legislation and involve known and unknown risks, uncertainties, future expectations and other factors that may cause actual results, performance or achievements of Primo Water Corporation to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such statements include, but are not limited to, statements that relate to projections of sales, cash flows, capital expenditures or other financial items, statements regarding our intentions to pay regular quarterly dividends on our common shares, statements related to shares repurchased under share repurchase programs in effect from time to time, and discussions of estimated future revenue enhancements and cost savings. These statements also relate to our business strategy, goals and expectations concerning our market position, future operations, margins, profitability, liquidity and capital resources. Generally, words such as “anticipate,” “believe,” “continue,” “could,” “endeavor,” “estimate,” “expect,” “intend,” “may,” “will,” “plan,” “predict,” “project,” “should” and similar terms and phrases are used to identify forward-looking statements in this Annual Report on Form 10-K and in the documents incorporated in this Annual Report on Form 10-K by reference. These forward-looking statements reflect current expectations regarding future events and operating performance and are made only as of the date of this Annual Report on Form 10-K.

The forward-looking statements are not guarantees of future performance or events and, by their nature, are based on certain estimates and assumptions regarding interest and foreign exchange rates, expected growth, results of operations, performance, business prospects and opportunities and effective income tax rates, which are subject to inherent risks and uncertainties. Material factors or assumptions that were applied in drawing a conclusion or making an estimate set out in forward-looking statements may include, but are not limited to, assumptions regarding management’s current plans and estimates. Although we believe the assumptions underlying these forward-looking statements are reasonable, any of these assumptions could prove to be inaccurate and, as a result, the forward-looking statements based on those assumptions could prove to be incorrect. Our operations involve risks and uncertainties, many of which are outside of our control, and any one or any combination of these risks and uncertainties could also affect whether the forward-looking statements ultimately prove to be correct. These risks and uncertainties include, but are not limited to, those described in Part I, Item 1A. “Risk Factors” and elsewhere in this Annual Report on Form 10-K and those described from time to time in our future reports filed with the Securities and Exchange Commission and Canadian securities regulatory authorities.

We undertake no obligation to update any information contained in this Annual Report on Form 10-K or to publicly release the results of any revisions to forward-looking statements to reflect events or circumstances of which we may become aware of after the date of this Annual Report on Form 10-K. Undue reliance should not be placed on forward-looking statements.

All future written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the foregoing.

PART I

ITEM 1. BUSINESS

Our Company

On March 2, 2020, Cott Corporation completed the acquisition of Primo Water Corporation (“Legacy Primo” and such transaction, the “Legacy Primo Acquisition”). In connection with the closing of the Legacy Primo Acquisition, Cott Corporation changed its corporate name to Primo Water Corporation and its ticker symbol on the New York Stock Exchange and Toronto Stock Exchange to “PRMW”. The Legacy Primo Acquisition is consistent with our strategy of transitioning to a pure-play water solutions provider.

When used in this report, the terms “Primo,” “the Company,” “our Company,” “Primo Water Corporation,” “we,” “us,” or “our” refers to Primo Water Corporation, together with its consolidated subsidiaries.

We incorporated in 1955 and are governed by the Canada Business Corporations Act. Our principal executive office is located at 4221 W. Boy Scout Boulevard Suite 400, Tampa, Florida, United States 33607.

Primo is a leading pure-play water solutions provider in North America, Europe and Israel. Primo operates largely under a recurring razor/razorblade revenue model. The razor in Primo’s revenue model is its industry leading line-up of sleek and innovative water dispensers, which are sold through major retailers and online at various price points or leased to customers. The dispensers help increase household penetration, which drives recurring purchases of Primo’s razorblade offering. Primo’s razorblade offering is comprised of Water Direct, Water Exchange, and Water Refill. Through its Water Direct business, Primo delivers sustainable hydration solutions across its 21-country footprint direct to the customer’s door, whether at home or to commercial businesses. Through its Water Exchange and Water Refill businesses, Primo offers pre-filled and reusable containers at over 13,000 locations and water refill units at approximately 22,000 locations, respectively. Primo also offers water filtration units across its 21-country footprint representing a top five position.

Primo’s water solutions expand consumer access to purified, spring and mineral water to promote a healthier, more sustainable lifestyle while simultaneously reducing plastic waste and pollution. Primo is committed to its water stewardship standards and is proud to partner with the International Bottled Water Association in North America as well as with Watercoolers Europe, which ensure strict adherence to safety, quality, sanitation and regulatory standards for the benefit of consumer protection. In the third quarter of 2020, our U.S. operations achieved a carbon neutral certification under the Carbon Neutral Protocol, an international standard administered by Natural Capital Partners. This certification is in addition to the certifications in our European operations where we have maintained carbon neutrality for the past nine consecutive years in many of our markets.

Our Operations

During the second quarter of 2020, we implemented a restructuring program intended to optimize synergies from the Company’s transition to a pure-play water company following the Legacy Primo Acquisition and, as a result, reorganized into two reporting segments: North America (which includes our DS Services of America, Inc. (“DSS”), Aquaterra Corporation (“Aquaterra”), Mountain Valley Spring Company (“Mountain Valley”) and Legacy Primo businesses) and Rest of World (which includes our Eden Springs Nederland B.V. (“Eden”), Aimia Foods Limited (“Aimia”), Decantae Mineral Water Limited (“Decantae”) and John Farrer & Company Limited (“Farrers”) businesses). Our corporate oversight function and other miscellaneous expenses are aggregated and included in the All Other category. Segment reporting results have been recast to reflect these changes for all periods presented. See Note 11 to the Consolidated Financial Statements for segment reporting.

North America

Our North America reporting segment provides bottled water, water filtration and coffee services to customers in North America. Products included in our North America reporting segment primarily consist of bottled water, water dispensers, purified bottled water, self-service refill drinking water, premium spring, sparkling and flavored water, filtration equipment and coffee.

Rest of World

Our Rest of World segment provides bottled water, water filtration and coffee services to customers in Europe and Israel. Products included in our Rest of World reporting segment primarily consist of bottled water, purified bottled water, premium spring, sparkling and flavored water, mineral water, filtration equipment and coffee.

All Other

Our All Other segment includes our corporate oversight function and other miscellaneous expenses, as well as our Cott Beverages LLC business which primarily sold soft drink concentrates to customers located outside of North America and was sold in the first quarter of 2019.

Competitive Strengths

The combination of our scale and density of our routes in key markets, our industry-leading infrastructure, and our emphasis on superior customer service is intended to create significant competitive strengths. We continually invest in our delivery, exchange and refill infrastructure, call centers and service capabilities to earn our position as an industry leader. We believe these investments have positioned us to capitalize on a number of positive industry dynamics and new growth opportunities. First, we intend to capture new customers as we capitalize on favorable consumer trends across our addressable markets, including increased focus on health and wellness, and concerns about deteriorating municipal water quality. Second, we believe our ability to cross-sell complementary water and filtration products and services represents a significant untapped opportunity. Third, the highly fragmented market in which we operate affords us ample opportunity to make the most of our scale, systems and customer density to execute synergistic tuck-in acquisitions across all of our service areas. We believe these strengths, along with the strengths outlined below, will allow us to capitalize on growth opportunities to drive sustainable and profitable growth.

Leading Position in Multiple Service Platforms

We have a leading volume-based national presence in the North American and European residential and commercial industry for bottled water. We offer a portfolio of well-known brands with longstanding heritages, such as Primo, Crystal Springs, Mountain Valley, Crystal Rock, Vermont Pure, Sparkletts, Hinckley Springs, Kentwood Springs, Canadian Springs, Labrador Source and Eden Springs, which have contributed to our leadership position in the residential and commercial bottled water industry. In office coffee services, we offer a complete range of products under leading brands including Keurig®, Mars Alterra®, Starbucks® Coffee, Caribou Coffee®, Peet's Coffee & Tea®, Javarama® and Lavazza®. In water filtration, we offer a complete range of products including carbon filtration and reverse osmosis filtration.

We are one of the leading direct-to-customer providers that can offer comprehensive services to residential customers and small and medium-sized businesses, as well as large regional and national corporations and retailers. Our broad direct-to-consumer network creates an advantage in marketing and customer reach, while our extensive range of products and capabilities allows us to offer customers a convenient, single solution for high quality drinking water. We believe our position is strengthened by our presence in the exchange and refill channels and will be further strengthened through our ongoing efforts to enhance and promote our full-service water solutions offering to new and existing customers.

We also believe opportunities exist to increase sales of our products in our core markets by optimizing existing customer relationships, capitalizing on cross-selling and up-selling opportunities, obtaining new customers, exploring new channels of distribution and introducing new products through our broad reaching distribution network.

International Residential and Commercial Water Delivery, Water Filtration or Point of Use and Office Coffee Service Platforms

We believe having one of the leading North American and European residential and commercial water delivery production and distribution networks in the industry gives us the ability to reduce our purchasing, manufacturing and delivery costs relative to our competitors as well as drive customer density within the markets we serve. We have an extensive residential and commercial water delivery, water filtration and office coffee services distribution network with a unique ability to service customers, along with numerous locations through which we provide our exchange and refill offerings. We believe our footprint infrastructure and attention to customer service uniquely enable us to support local, regional and national accounts, which differentiates us in the industry. Our network has allowed us to secure strategic relationships, which have been successful in attracting new customers and leveraging our production and delivery infrastructure. We are able to provide multiple products to our residential and commercial water delivery, water filtration and office coffee services customers at minimal additional cost and generate additional profits on those incremental sales.

High Levels of Customer Service and Strong Customer Integration

Customer service and customer retention are key indicators of our success. Our goal is to increase the customer lifetime value while also reducing the annual churn of customers. Route Sales Representatives or "RSRs", who comprise the customer-facing part of the business, are an important part of the customer relationship and not only drive customer service, but also generate new organic customer growth. We provide reliable delivery schedules and closely track call center and customer service metrics to continually improve customer satisfaction.

Business Strategy

Our business strategy is aligned around a common purpose and vision. Our purpose defines and identifies who we are and what sets us apart. We aim to *Inspire Healthier Lives Through Better Quality Water*. In order to achieve our purpose, our vision guides our decisions and future investments to help differentiate us from our competitors. We aim to become the leading brand in the pure-play water category with a unique portfolio of sustainable drinking water solutions. To achieve this vision, we have aligned around a common set of global strategic pillars. These strategic pillars are integrated across our global business to help drive a differentiated offering for our customers while at the same time providing an engaged and purpose-driven culture for our associates. Through our strategies, we believe we can drive an enhanced customer experience while at the same time leverage our global scale to generate enhanced efficiencies. Our transition to a pure-play water company was the first step on our journey to enhancing value and we believe our business strategy will enable long-term measurable success in support of our vision and purpose.

Our strategic pillars and goals include:

- **Water Your Way** - we provide a diverse set of water solutions and products for residential, commercial and retail customers. We believe this allows our customers access to on-trend and key drinking water solutions whenever, wherever and however customers want them. Our goal is to establish Primo as the preferred water brand in the spaces we compete by increasing customer penetration of our water solutions while also diversifying our customer base. Our financial model is strengthened by the recurring-revenue nature of our business model. Our offering is further enhanced through digital channels allowing customers to manage their delivery and order preferences or purchase products on owned and third-party e-commerce sites of our retail partners.
- **Category Leading Innovation** - we focus on new product innovation to drive customer penetration and increased water consumption. We have expanded our dispenser offering with a variety of options that include hot, cold and technology to brew coffee, tea and other beverages in numerous price ranges that are suitable for our retail customer needs. We have also enhanced our lineup with color and style options that are on trend for residential and commercial settings. Dispenser innovation and enhancements also enable us to improve our service efficiency and reduce service costs.
- **Customer for Life Promise** - we position the customer at the center of everything we do. Our goal is to increase the customer lifetime value while also reducing the annual churn of customers. We seek to understand customer needs and listen to their feedback across our product offerings. By providing trusted high-quality products and equipment and responding to their service needs, we believe we can enhance the value of the relationship. We continue to build out interactive digital touch-points to better the customer experience and improve the advocacy of the experience.
- **Operational Excellence** - we believe we can unlock and increase efficiencies through our global scale and product offering. With our pure-play water focus we have begun streamlining and centralizing support functions in all geographies. Additionally, we have enhanced our staff with a global procurement team to help drive valuable supplier partnerships and harmonize our best practices. In conjunction with our other strategies, as we increase our customer base and customer diversity, we believe it will improve our route density and network optimization.
- **Environmental, Social and Corporate Governance Leadership** - we strive to provide a positive impact on the environment, our associates and the communities where we live, work and service. We maintain sustainable water resources, aim to reduce our carbon footprint and energy usage, and seek to increase the use of recycled packaging. In the social channel, we promote associate health and safety initiatives, as well as diversity and inclusion training for all management. Additionally, we aim to ensure our supplier community complies with all federal, state and local human relations laws and regulations. In the governance channel, our Code of Business Conduct and Ethics drives compliance with all relevant rules and regulations.
- **Associate Experience** - we are developing a purpose-driven culture that will drive an enhanced associate experience. Our goal is to attract and retain highly-engaged associates who will live our purpose in their interactions with our customers, as well as in their communities. We seek to implement an effective talent strategy that focuses on the entire associate lifecycle – onboarding to exit.

We ultimately believe that our connected strategies will help drive increased customer growth and greater customer retention due to our innovation and on-trend water solution offerings, all while leveraging our operating scale. Our associates will be highly-engaged in driving our purpose and engaging in our environmental, social and corporate governance leadership.

Focus on Water Direct, Water Exchange, Water Refill and Water Filtration Solutions Growth

Using our strategic pillars, our goal is to grow profitably as consumers move to healthier beverage options and increase free cash flow by selling across multiple channels while expanding our customer density and consumption, focusing on customer service and reducing costs to serve.

We will remain focused on expanding our residential and small and medium-sized business customer base, a market segment that we believe remains underpenetrated, by continuing to capitalize on our strong direct-to-consumer distribution network, international sales and marketing efforts as well as our strategic partnerships. Additionally, the sale of our water dispensers through retail and digital channels helps us expand our customer base through which we can offer a diverse set of water solutions both direct and through retail stores.

We intend to utilize our e-commerce capabilities to employ data-driven customer acquisition, increase penetration, expand our customer base and provide a seamless strategy for improved customer experience, retention and long-term growth. Our e-commerce capabilities will utilize common platforms while engaging and serving potential and current customers in the most optimized manner.

We believe our ability to cross-sell complementary water and filtration products and services represents a significant untapped opportunity as nearly all of our existing and target customers consume multiple products. We believe we are well-positioned to capitalize on this opportunity utilizing our strong relationships and frequent face-to-face interactions with our large installed customer base. RSRs are trained to sell across our product set and are highly incentivized through our commission structure to promote new products to existing customers, which increases sales and average revenue per customer.

We intend to proactively pursue accretive acquisitions to complement our organic growth. The highly fragmented market in which we operate affords us ample opportunities to execute synergistic residential and commercial water and filtration tuck-in acquisitions. Our acquisition strategy is consistent with our objective to continually build customer density and reduce the overall cost of servicing our existing customer base. We have a proven track record of achieving significant synergies and integrating companies onto our platform, and we believe that our acquisition strategy will continue to improve our profitability.

We have managed to pursue this acquisition strategy while reducing leverage levels by employing a combination of disciplined purchasing, successful integration and synergy realization, and divestiture of assets that are no longer instrumental to our mission and strategy.

Evaluate Acquisition Opportunities

We will continue to evaluate additional opportunities to expand our positions in the residential and commercial water and filtration service categories, as well as other higher margin or growth-oriented water categories where we believe our platform, operating strength and synergies can be leveraged. Additionally, we may use acquisitions to enter new geographies where we believe the customer demand aligns with our product offering.

Financial Information about Segments

For financial information about reporting segments and geographic areas, see Note 11 to the Consolidated Financial Statements contained in this Annual Report on Form 10-K.

Ingredient and Packaging Supplies

In addition to water, the principal raw materials required to produce our products are polyethylene terephthalate (“PET”) resin, high-density polyethylene (“HDPE”) and polycarbonate bottles, caps and preforms, labels and cartons and trays. The cost of these raw materials can fluctuate substantially over time. We have implemented a number of risk mitigation programs in order to reduce the risk of commodity fluctuations in key areas such as energy surcharges tied to certain energy indexes within North America and throughout our European footprint. Our core product of residential and commercial bottled water utilizes a reusable bottle that allows for the overall cost to service to be spread out over a number of recurring trips to our customer base. We utilize a refill, reuse and recycle concept with our three gallon (“3G”) and five gallon (“5G”) bottled water packaging, which can be reused as many as fifty times per bottle. Where we have not established a risk mitigation program, it is often necessary to recover the increased cost of materials through price increases which we have historically had success in utilizing in order to reduce our overall exposure to rising ingredient and packaging costs.

Under many of our supply arrangements for these raw materials, the price we pay fluctuates along with certain changes in underlying commodity costs, such as resin in the case of PET, and HDPE. We believe that we will be able to either renegotiate contracts with these suppliers when they expire or find alternative sources for supply. We also believe there is adequate supply of the ingredient and packaging materials used to produce and package our products.

Generally, we bear the risk of increases in the costs of the ingredient and packaging materials used to produce our products, including the underlying costs of the commodities used to manufacture them and, to some extent, the costs of converting those commodities into the materials we purchase.

Resin for PET, HDPE and fuel are examples of underlying commodities for which we bear the risk of increases in costs. In addition, the contracts for certain of our ingredient and packaging materials permit our suppliers to increase the costs they charge us based on increases in their cost of converting the underlying commodities into the materials we purchase. In certain cases, those increases are subject to negotiated limits. Changes in the prices we pay for ingredient and packaging materials occur at times that vary by product and supplier, and take place on a monthly, quarterly or annual basis.

Trade Secrets, Copyrights, Trademarks and Licenses

We sell a majority of our residential and commercial 3G and 5G bottled water under our own brands while our office coffee services business sells both our branded products as well as products under which we have a distribution license. We own registrations for various trademarks that are important to our worldwide business, including Primo®, Alhambra®, Crystal Rock®, Mountain Valley®, Deep Rock®, Hinckley Springs®, Crystal Springs®, Kentwood Springs®, Mount Olympus®, Pureflo®, Nursery®, Sierra Springs® and Sparkletts® in the United States, Canadian Springs® and Labrador Source® in Canada, and Decantae®, Eden®, Eden Springs®, Chateaud'eau®, and Mey Eden® in Europe and Israel. We have filed certain trademark registration applications and intend to develop additional trademarks and seek registrations for such trademarks and to develop other intellectual property. The licenses to which we are a party are of varying terms, including some that are perpetual. Trademark ownership is generally of indefinite duration when marks are properly maintained in commercial use.

Our success depends in part on our intellectual property, which includes trademarks for the names of the beverages we sell. To protect this intellectual property, we rely principally on registration of trademarks, contractual responsibilities and restrictions in agreements (such as indemnification, nondisclosure and confidentiality agreements) with employees, consultants and customers, and on the common law and/or statutory protections afforded to trademarks, copyrights, trade secrets and proprietary “know-how.” We also closely monitor the use of our trademarks and, when necessary, vigorously pursue any party that infringes on our trademarks, using all available legal remedies.

Customers

We have limited customer concentration, of which no customer accounts for more than 10% of our net revenues.

Competition

Our principal competitors are local, regional and national residential and commercial bottled water businesses as well as providers of various types of water filtration units. We face significant competition in our residential and commercial business as distribution methods for residential and commercial bottled water products continue to change and evolve. Our residential and commercial business also faces increased competition from filtration units. In addition, consumers may choose to drink from municipal water sources instead of purchasing bottled water or using a filtration unit.

We seek to differentiate ourselves from our competitors by offering our customers high-quality products, category management strategies, packaging and marketing strategies, efficient distribution methods, and superior service.

Government Regulation and Environmental Matters

The production, distribution and sale in the United States of many of our products are subject to the Federal Food, Drug, and Cosmetic Act, the Federal Trade Commission Act, the Lanham Act, state consumer protection laws, federal, state and local workplace health and safety laws, various federal, state and local environmental protection laws and various other federal, state and local statutes and regulations applicable to the production, transportation, import, sale, safety, advertising, labeling and ingredients of such products. Outside the United States, the production, distribution and sale of our many products and related operations are also subject to numerous similar and other statutes and regulations.

A number of states have passed laws setting forth warning or labeling requirements relating to products made for human consumption. For example, the California law known as “Proposition 65” requires that a specific warning appear on any product sold in California containing a substance listed by that state as having been found to cause cancer or reproductive toxicity. This law, and others like it, exposes all food and beverage producers to the possibility of having to provide warnings on their products. The detection of even a trace amount of a listed substance can subject an affected product to the requirement of a warning label, although products containing listed substances that occur naturally or that are contributed to such products solely by a municipal water supply are generally exempt from the warning requirement. From time to time over the past several years, certain of our customers have received notices alleging that the labeling requirements of the relevant state regulation would apply to products manufactured by us and sold by them. There can be no assurance that we will not be adversely affected by actions against our customers or us relating to Proposition 65 or similar “failure to warn” laws.

We currently offer and use non-refillable recyclable containers in the United States and other countries around the world. We also offer and use refillable containers, which are also recyclable. Legal requirements apply in various jurisdictions in the United States and other countries requiring that deposits or certain taxes or fees be charged for the sale, marketing and use of certain non-refillable beverage containers. The precise requirements imposed by these measures vary. Other types of beverage container-related deposit, recycling, tax and/or product stewardship statutes and regulations also apply in various jurisdictions. We anticipate that additional, similar legal requirements may be proposed or enacted in the future at local, state and federal levels, both in the United States and elsewhere.

We are a member of the International Bottled Water Association (“IBWA”), the Watercoolers Europe Association and the Water Quality Association. These associations often set higher water quality standards than those set by governmental agencies. Members must comply with these standards, which are enforced by the members themselves. The IBWA requires submission to annual plant inspections administered by an independent third-party inspection agency, such as the National Sanitation Foundation. These inspections audit quality and testing records, review all areas of plant operations and the bottling process, and check compliance with relevant national standards, good manufacturing practices, and any other regulations set by the IBWA. If we fail to meet the standards set by the IBWA, the Watercoolers Europe Association and the Water Quality Association, there could be an adverse impact on our reputation, which could have a material adverse effect on our business and results of operations.

All of our production facilities and other operations are subject to various environmental protection statutes and regulations, including those of the U.S. Environmental Protection Agency (“EPA”), which pertain to the use of water resources and the discharge of waste water. Failure to comply with these regulations can have serious consequences, including civil and administrative penalties. Compliance with these provisions has not had, and we do not expect such compliance to have, any material adverse effect on our capital expenditures, net income or competitive position.

Subject to the terms and conditions of the applicable policies, we have coverage for product recalls and product liability claims that could result from the injury, illness or death of consumers using our products, contamination of our products, or damage to or mislabeling of our products.

Human Capital

Employees

As of January 2, 2021, we had over 8,880 employees, of whom approximately 5,940 were in the North America reporting segment; approximately 2,890 were in the Rest of the World reporting segment; and approximately 50 were in All Other. We have entered into collective bargaining agreements covering approximately 400 of the employees in the North America reporting segment and approximately 260 of the employees in the Rest of the World reporting segment, which all contain terms that we believe are typical in our industry. As these agreements expire, we believe that they can be renegotiated on terms satisfactory to us. We consider our relations with employees to be generally good.

Diversity and Inclusion

We are committed to creating an inclusive workplace that promotes and values diversity, where we embrace our differences and empower our associates to be authentic and transparent. Our company is made up of extraordinary people of every race, gender, religion, sexual orientation and background. We are committed to a culture built on our core value of respect for each other, respect for our customers, respect for our business partners and respect for our communities. We do not tolerate discrimination, harassment or retaliation.

We created a diversity, equity, and inclusion (“DEI”) Strategy Committee, a cross-functional group of diverse associates across Primo that has taken the lead in formalizing our DEI Commitment. The commitment statement is an important first step. Our goal is to create a truly inclusive work culture that ensures diversity of thought is valued across our Company. We are committed to recognizing and embracing the whole associate. As part of this process, our associates and senior management are creating detailed and measurable actions to be incorporated into our strategic plans. And we are inserting a DEI lens into our recruitment processes that is deliberate, consistent and ensures that our talent base reflects the diversity of people, of perspectives and experiences that we need to truly be one Primo across the globe.

Primo offers several options for associates to raise concerns about harassment or discrimination, including an online web-based platform, a helpline, and by speaking with human resource partners or leaders in our organization. We will not tolerate retaliation or unfair treatment of any associate who reports concerns in good faith or who participates in an investigation of any such reports. Retaliation against an individual for reporting in good faith any violation or for participating in any such investigation is a serious violation of our Code of Business Conduct and Ethics that will subject the violator to appropriate disciplinary action, including possible termination of employment.

Health and Safety

The health and safety of our associates is our highest priority, and this is consistent with our operating philosophy. We have implemented crisis management teams at the enterprise level and in each of our businesses to ensure our operations are aligned with global health standards and that we continue to enable the ongoing safe manufacturing and distribution of our products, as well as the safety of our customers and associates throughout the coronavirus (“COVID-19”) pandemic and beyond.

As the COVID-19 pandemic evolved, we have taken multiple steps to prevent the potential spread of the virus, to equip our associates to provide an essential service in our communities, and to ensure the ongoing, safe manufacturing and delivery of our products:

- Adding work from home flexibility;
- Increasing cleaning protocols across all locations;
- Initiating regular communication regarding impacts of the COVID-19 pandemic, including health and safety protocols and procedures;
- Implementing temperature screening of associates at our locations;
- Establishing new physical distancing procedures for associates who need to be onsite;
- Providing personal protective equipment and cleaning supplies;
- Modifying office work stations with plexiglass dividers;
- Implementing protocols to address actual and suspected COVID-19 cases and potential exposure;
- Suspending all domestic and international non-essential air travel for all associates; and
- Requiring masks to be worn in all locations.

Our products and services were deemed essential and as a result, all of our production sites continued operating during the COVID-19 pandemic. As such, we have invested in creating a physically safe work environment for our associates. Our frontline associates have gone above and beyond to perform an essential service for customers and communities during this global crisis, and our priority is to support them and keep them safe. That’s why we are reinforcing the availability of “no contact” delivery with our customers, reminding them to communicate any updates to their delivery and if they leave their empty bottles outside, we will replace them accordingly. We are also encouraging associates to live our safety principles and stop unsafe work if there is an identified or perceived risk at any delivery location.

Total Rewards

Our compensation programs are designed to align the compensation of our associates with the Company's performance and to provide the proper incentives to attract, retain and motivate associates to achieve superior results. The structure of our compensation programs balances incentive earnings for both short-term and long-term performance.

- We provide associate wages that are competitive and consistent with associate positions, skill levels, experience and knowledge;
- We engage nationally recognized outside compensation and benefits consulting firms to independently evaluate the effectiveness of our associate compensation and benefit programs and to provide benchmarking against our peers within our industry;
- We align our executives' short-term and long-term equity compensation with our shareholders' interests; and
- Annual increases and incentive compensation are based on merit, are documented through our talent manager process as part of our annual review procedures and upon internal transfer and/or promotion.

It is also our intention to offer benefits that will allow our associates and their families to live healthier lives. We offer comprehensive benefits to all eligible associates. These include, among other benefits:

- Medical insurance, prescription drug benefits, dental and vision insurance;
- Accident insurance, critical illness insurance, life insurance, disability insurance, legal insurance, health savings and flexible spending accounts;
- Paid and unpaid leaves;
- Retirement plan; and
- Voluntary benefits that allow associates to select the options that meet their needs, including flexible time-off, telemedicine, and adoption assistance.

Serving Our Communities

We are strongly committed not only to the communities we serve, but also to the world at large. After all, our families live, work and play in our local communities and around the globe.

It is part of our mission to promote hydration and wellness via sponsorships and in-kind donations, and to provide aid in the times of need. We provide bottled water products for local sporting events, culinary and hospitality programs, fundraisers, and associate-supported efforts and have contributed time and resources to many regional causes. We also donated water to medical centers and first responders, as well as supported hospitality partners feeding front-line workers during the ongoing COVID-19 pandemic.

Availability of Information and Other Matters

We are required to file annual, quarterly and current reports, proxy statements and other information with the U.S. Securities and Exchange Commission (the "SEC") and Canadian securities regulatory authorities. The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file with the SEC at www.sec.gov. Information filed with the Canadian securities regulatory authorities is available at www.sedar.com.

Our Annual Report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to reports filed or furnished pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended, are also available free of charge on our website at www.primowatercorp.com, as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. The information found on our website is not part of this or any other report that we file with, or furnish to, the SEC or to Canadian securities regulatory authorities.

We are responsible for establishing and maintaining adequate internal control over financial reporting as required by the SEC. See "Management's Report on Internal Control over Financial Reporting" in Item 9A.

ITEM 1A. RISK FACTORS

In addition to the other information set forth in this Annual Report on Form 10-K, you should carefully consider the following factors, which could materially affect our business, financial condition or results of operations. The risks described below are not the only risks that we face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may negatively affect our business, financial condition or results of operations.

Risks Related to the COVID-19 Pandemic

The impact of the spread of COVID-19 is creating significant uncertainty for our business, financial condition and results of operations.

The extent of the impact of the COVID-19 pandemic on our business and financial results will depend on numerous evolving factors that we are not able to accurately predict and that all will vary by market, including the duration and scope of the pandemic, global economic conditions during and after the pandemic, government actions that have been taken, or may be taken in the future, in response to the pandemic, and changes in customer behavior in response to the pandemic, some of which may be more than just temporary.

Our global operations expose us to risks associated with the COVID-19 pandemic, which has resulted in challenging operating environments. COVID-19 has spread across the globe to all of the countries in which we operate. Authorities in many of these markets have implemented numerous measures to stall the spread of COVID-19, including travel bans and restrictions, quarantines, curfews, shelter in place orders, and business shutdowns. These measures have impacted and will further impact us, our customers, employees, distributors, suppliers and other third parties with whom we do business. There is considerable uncertainty regarding how these measures and future measures in response to the pandemic will impact our business, including whether they will result in further changes in demand for our services and products, further increases in operating costs (whether as a result of changes to our supply chain or increases in employee costs or otherwise), and how they will further impact our supply chain, each or all of which can impact our ability to make, manufacture, distribute and sell our products. In addition, measures that impact our ability to access our offices, plants, warehouses, distribution centers or other facilities, or that impact the ability of our customers, employees, distributors, suppliers and other third parties to do the same, may impact the availability of our and their employees, many of whom are not able to perform their job functions remotely. If a significant percentage of our workforce is unable to work, including because of illness, facility closures, quarantine, curfews, shelter in place orders, travel restrictions or other governmental restrictions, our operations will be negatively impacted. Any sustained interruption in our business operations, distribution network or supply chain or any significant continuous shortage of raw materials or other supplies as a result of these measures, restrictions or disruptions can impair our ability to make, manufacture, distribute or sell our products. Compliance with governmental measures imposed in response to COVID-19 has caused and may continue to cause us to incur additional costs, and any inability to comply with such measures can subject us to restrictions on our business activities, fines, and other penalties, any of which can adversely affect our business. In addition, the increase in certain of our employees working remotely has amplified certain risks to our business, including increased demand on our information technology resources and systems, increased phishing and other cybersecurity attacks as cybercriminals try to exploit the uncertainty surrounding the COVID-19 pandemic, and an increase in the number of points of potential attack, such as laptops and mobile devices (both of which are now being used in increased numbers), and any failure to effectively manage these risks, including any failure to timely identify and appropriately respond to any cyberattacks, may adversely affect our business.

As we deliver bottled water to residential and commercial customers across a 21-country footprint and provide multi-gallon bottled water, self-service refill drinking water and water dispensers to customers through major retailers in North America, the profile of the services we provide and the products we sell, and the amount of revenue attributable to such services and products, varies by jurisdiction and changes in demand as a result of COVID-19 will vary in scope and timing across these markets. For example, to date, we have seen an increase in volumes in our residential Water Direct business and a decrease in volumes in our commercial Water Direct business as a result of the COVID-19 pandemic. Any continued economic uncertainty can adversely affect our customers' financial condition, resulting in an inability to pay for our services or products, reduced or canceled orders of our services or products, or our suppliers' inability to supply us with the items necessary for us to make, manufacture, distribute or sell our products. Such adverse changes in our customers' or suppliers' financial condition may also result in our recording impairment charges for our inability to recover or collect any accounts receivable. In addition, economic uncertainty associated with the COVID-19 pandemic has resulted in volatility in the global capital and credit markets, which can impair our ability to access these markets on terms commercially acceptable to us, or at all.

While we have developed and implemented and continue to develop and implement health and safety protocols, business continuity plans and crisis management protocols and other operational actions in an effort to try to mitigate the negative impact of COVID-19 on our employees and our business, there can be no assurance that we will be successful in our efforts, and as a result, our business, financial condition and results of operations may be adversely affected.

Risks Related to Our Business, Industry and Operations

We may be unable to compete successfully in the markets in which we operate.

We face competition in our residential and commercial water business as distribution methods for residential and commercial bottled water products continue to change and evolve. The increasing availability of multi-gallon water bottles in retail stores could affect our business as some customers may choose to purchase water in returnable bottles through competitors' retail products rather than ours. Our residential and commercial water business also faces increased competition from filtration units in the residential and commercial market. In addition, consumers may choose to drink from municipal water sources instead of purchasing bottled water or using a filtration unit. Additionally, retail and internet availability of these products could negatively affect demand for the direct distribution sources we offer.

Our ingredients, packaging supplies and other costs are subject to price increases, and we may be unable to effectively pass rising costs on to our customers.

We typically bear the risk of changes in prices on the ingredient and packaging materials in our products. The majority of our ingredient and packaging supply contracts allow our suppliers to alter the prices they charge us based on changes in the costs of the underlying commodities that are used to produce them and, in some cases, changes in production costs. Resin for PET, HDPE and polycarbonate bottles are examples of these underlying commodities. These changes in the prices we pay for ingredient and packaging materials occur at times that vary by product and supplier, and take place, on a monthly, quarterly or annual basis.

Accordingly, we bear the risk of fluctuations in the costs of these ingredient and packaging materials, including the underlying costs of the commodities used to manufacture them and, to some extent, the costs of converting those commodities into the materials we purchase. If the cost of these ingredients or packaging materials increases, we may be unable to pass these costs along to our customers through adjustments to the prices we charge, which could have a negative effect on our results of operations. If we are able to pass these costs on to our customers through price increases, the impact those increased prices could have on our volumes is uncertain.

Our production facilities use a significant amount of electricity, natural gas and other energy sources to operate. Fluctuations in the price of fuel and other energy sources for which we have not locked in long-term pricing commitments or arrangements would affect our operating costs, which could negatively affect our results of operations.

If we are unable to maintain relationships with our raw material suppliers, we may incur higher supply costs or be unable to deliver products to our customers.

In addition to water, the principal raw materials required to produce our products are PET resin, HDPE and polycarbonate bottles, caps and preforms, labels and cartons and trays. We rely upon our ongoing relationships with our key suppliers to support our operations.

We typically enter into annual or multi-year supply arrangements with our key suppliers, meaning that our suppliers are obligated to continue to supply us with materials for one-year or multi-year periods, at the end of which we must either renegotiate the contracts with those suppliers or find alternative sources for supply. There can be no assurance that we will be able to either renegotiate contracts (with similar or more favorable terms) with these suppliers when they expire or, alternatively, if we are unable to renegotiate contracts with our key suppliers, there can be no assurance that we could replace them. We could also incur higher ingredient and packaging supply costs in renegotiating contracts with existing suppliers or replacing those suppliers, or we could experience temporary disruptions in our ability to deliver products to our customers, either of which could negatively affect our results of operations.

With respect to some of our key ingredients, we have entered into long-term supply agreements. In addition, the supply of specific ingredient and packaging materials could be adversely affected by many factors, including industry consolidation, energy shortages, governmental controls, labor disputes, natural disasters, pandemics, transportation interruption, political instability, acts of war or terrorism and other factors.

If we fail to manage our operations successfully, our business and results of operations may be negatively affected.

In recent years, we have grown our business and beverage offerings primarily through the acquisition of other companies, development of new product lines and growth with key customers. We believe that opportunities exist to grow our business by leveraging existing customer relationships, obtaining new customers, exploring new channels of distribution, introducing new products or identifying appropriate acquisition or strategic alliance candidates. The success of this strategy with respect to acquisitions depends on our ability to manage and integrate acquisitions and alliances into our existing business. Furthermore, the businesses or product lines that we acquire or align with may not be integrated successfully into our business or prove profitable. In addition to the foregoing factors, our ability to expand our business in foreign countries is also dependent on, and may be limited by, our ability to comply with the laws of the various jurisdictions in which we may operate, as well as changes in local government regulations and policies in such jurisdictions. If we fail to successfully manage our operations, our business and results of operation could be adversely affected.

Our geographic diversity subjects us to the risk of currency fluctuations.

We conduct operations in many areas of the world, involving transactions denominated in a variety of currencies. We are subject to currency exchange rate risk to the extent that our costs are denominated in currencies other than those in which we earn revenues. In addition, because our financial statements are denominated in U.S. dollars, changes in currency exchange rates between the U.S. dollar and other currencies have had, and will continue to have, an impact on our results of operations. While we may enter into financial transactions to address these risks, there can be no assurance that currency exchange rate fluctuations will not negatively affect our financial condition, results of operations and cash flows. In addition, while the use of currency hedging instruments may provide us with protection from adverse fluctuations in currency exchange rates, by utilizing these instruments we potentially forego the benefits that might result from favorable fluctuations in currency exchange rates.

Uncertainty in the financial markets and other adverse changes in general economic conditions in the countries in which we do business could adversely affect our industry, business and results of operations.

Periods of uncertainty in the financial markets and adverse economic conditions in the countries in which we do business could have a number of different effects on our business, including:

- a reduction in consumer spending, which could result in a reduction in our sales volume;
- a negative impact on the ability of our customers to timely pay their obligations to us or our vendors to timely supply materials, thus reducing our cash flow;
- an increase in counterparty risk;
- an increased likelihood that one or more members of our banking syndicate may be unable to honor its commitments under our senior secured revolving credit facility (“Revolving Credit Facility”); and
- restricted access to capital markets that may limit our ability to take advantage of business opportunities.

If economic conditions deteriorate, our industry, business and results of operations could be materially and adversely affected.

Substantial disruption to production at our production facilities could occur.

A disruption in production at our production facilities or those of our suppliers, distribution channels or service networks could have a material adverse effect on our business. The disruption could occur for many reasons, including fire, natural disasters, pandemics, weather, manufacturing problems, diseases, strikes, transportation interruption, government regulation or terrorism. Alternative facilities with sufficient capacity or capabilities may not be available, may cost substantially more or may take a significant time to start production, each of which could negatively impact our business and results of operations.

Our business is dependent on our ability to maintain access to our water sources; water scarcity and poor quality could negatively affect our long-term financial performance.

A disruption in the water flow at any one of our water sources, a dispute over water rights, increased legal restrictions on water use or access at our water sources or the failure to maintain access to our water sources could cause an increase in the cost of our products or shortages that would likely not allow us to meet market demand. The potential delivery and price disruptions due to the loss of any one water source or a decline in the volume of water available could significantly disrupt our business, result in the loss of customer confidence and have an adverse effect on our business, financial condition and results of operations. Further, if any of our municipal water sources were curtailed or eliminated as a result of, for example, a natural disaster, work stoppage or other significant event that disrupted water flow from such municipal source, we may have to purchase water from other sources, which could increase water and transportation costs and could result in supply shortages and price increases. Any one of these events could have a negative impact on our business, financial condition, reputation and results of operations.

Water is a limited resource facing significant challenges from population growth, environmental contamination and poor management. As demand for water continues to increase and if water becomes more scarce and the quality of water available deteriorates, our business may incur increasing costs or face capacity constraints, which could adversely affect our profitability or net sales in the long run.

Our success depends, in part, on our intellectual property, which we may be unable to protect.

While we own certain of the trademarks used to identify our beverages, other trademarks are used through licenses from third-parties or by permission from our customers. Our success depends, in part, on our ability to protect our intellectual property.

To protect this intellectual property, we rely principally on registration of trademarks, contractual responsibilities and restrictions in agreements (such as indemnification, nondisclosure and confidentiality agreements) with employees, consultants and customers, and on common law and statutory protections afforded to trademarks, trade secrets and proprietary “know-how.” In addition, we vigorously protect our intellectual property against infringements using any and all legal remedies available. Notwithstanding our efforts, we may not be successful in protecting our intellectual property for a number of reasons, including:

- our competitors may independently develop intellectual property that is similar to or better than ours;
- employees, consultants or customers may not abide by their contractual agreements and the cost of enforcing those agreements may be prohibitive, or those agreements may prove to be unenforceable or more limited than anticipated;
- foreign intellectual property laws may not adequately protect our intellectual property rights; and
- our intellectual property rights may be successfully challenged, invalidated or circumvented.

If we are unable to protect our intellectual property, our competitive position would weaken and we could face significant expense to protect or enforce our intellectual property rights.

Occasionally, third-parties may assert that we are, or may be, infringing on or misappropriating their intellectual property rights. In these cases, we intend to defend against claims or negotiate licenses when we consider these actions appropriate. Intellectual property cases are uncertain and involve complex legal and factual questions. If we become involved in this type of litigation, it could consume significant resources and divert our attention from business operations.

If we are found to infringe on the intellectual property rights of others, we could incur significant damages, be enjoined from continuing to manufacture, market or use the affected product, or be required to obtain a license to continue manufacturing or using the affected product. A license could be very expensive to obtain or may not be available at all. Similarly, changing products or processes to avoid infringing the rights of others may be costly or impracticable.

Our business is seasonal and adverse weather conditions could negatively affect our business, financial condition and results of operations.

The sales of our products are influenced to some extent by weather conditions in the markets in which we operate. Unusually cold or rainy weather during the summer months may reduce the demand for our bottled water and other products and contribute to lower revenues, which could negatively affect our profitability.

Global or regional catastrophic events could affect our operations and results of operations.

Our business can be affected by large-scale terrorist acts, especially those directed against the United States or other major industrialized countries in which we do business, major natural disasters, or widespread outbreaks of infectious diseases. Such events could impair our ability to manage our business, could disrupt our supply of raw materials, and could affect production, transportation and delivery of products. In addition, such events could cause disruption of regional or global economic activity, which can affect consumers’ purchasing power in the affected areas and, therefore, reduce demand for our products.

Strategic Risks

We may devote a significant amount of our management’s attention and resources to our ongoing review of strategic opportunities, and we may not be able to fully realize the potential benefit of any such alternatives that we pursue.

As part of our overall strategic planning process, from time to time we evaluate whether there are alternatives available to complement our strategy of organic growth and growth through diversification. Accordingly, we may from time to time be engaged in evaluating potential transactions and other strategic alternatives, and we may engage in discussions that may result in one or more transactions. Although there would be uncertainty that any of these discussions would result in definitive agreements or the completion of any transaction, we may devote a significant amount of our management’s attention and resources to evaluating and pursuing a transaction or opportunity, which could negatively affect our operations.

In addition, we may incur significant costs in connection with evaluating and pursuing other strategic opportunities, regardless of whether any transaction is completed. We may not fully realize the potential benefits of any strategic alternatives or transactions that we pursue.

We may not realize the expected revenue and cost synergies related to our acquisitions.

The success of our acquisitions, including the Legacy Primo Acquisition, will depend, in part, on our ability to realize all or some of the anticipated benefits from integrating with our existing businesses. The integration process may be complex, costly, time-consuming and subject to significant business, economic and competitive uncertainties and contingencies, many of which are difficult to predict and are beyond our control. The difficulties of integrating the operations and realizing revenue and cost synergies include, among others:

- failure to implement our business plan for the combined business;
- unanticipated issues in integrating manufacturing, logistics, information, communications and other systems;
- possible inconsistencies in standards, controls, procedures and policies, and compensation structures between acquired structures and our structure;
- failure to retain key customers and suppliers;
- unanticipated changes in applicable laws and regulations;
- failure to retain key employees;
- additional exposure to risks of new markets and geographies;
- inherent operating risks; and
- other unanticipated issues, expenses and liabilities.

We may not be able to maintain the levels of revenue, earnings or operating efficiency that each of the Company, on the one hand, and the acquired businesses, on the other hand, had achieved or might achieve separately. Even if we realize the expected benefits, this may not be achieved within the anticipated time frame. Furthermore, the synergies from acquisitions may be offset by costs incurred in consummating such acquisitions or in integrating the acquired businesses, increases in other expenses, operating losses or unrelated adverse results in the business. As a result, there can be no assurance that such synergies will be achieved.

In addition, actual results may differ from pro forma financial information of the combined companies due to changes in the fair value of assets acquired and liabilities assumed, changes in assumptions used to form estimates, difference in accounting policies between the companies, and completion of purchase accounting.

We have limited indemnification rights in connection with the Legacy Primo Acquisition.

In connection with the Legacy Primo Acquisition, we are subject to all of the liabilities of the acquired business that were not satisfied on or prior to the closing date of the transaction. There may be liabilities that we underestimated or did not discover in the course of performing our due diligence investigation. Under the merger agreement, we have been provided with a limited set of warranties in relation to identified risks, none of which survived the closing date. We have secured insurance to cover losses arising in respect of the breach by Legacy Primo of those warranties, but our recovery may be insufficient to fully reimburse us for those losses. Damages resulting from a breach of warranty could have a material and adverse effect on our financial condition and results of operations.

Changes in future business conditions could cause business investments and/or recorded goodwill, indefinite life intangible assets or other intangible assets to become impaired, resulting in substantial losses and write-downs that would negatively affect our results of operations.

As part of our overall strategy, we will, from time to time, make investments in other businesses. These investments are made upon target analysis and due diligence procedures designed to achieve a desired return or strategic objective. These procedures often involve certain assumptions and judgment in determining investment amount or acquisition price. After consummation of an acquisition or investment, unforeseen issues could arise that adversely affect anticipated returns or that are otherwise not recoverable as an adjustment to the purchase price. Even after careful integration efforts, actual operating results may vary significantly from initial estimates. We evaluate the recoverability of recorded goodwill and indefinite life intangible asset amounts annually, or when evidence of potential impairment exists, which occurred in the second quarter of 2020 due to the impact of the COVID-19 pandemic and the revised projections of future operating results. The impairment test is based on several factors requiring judgment and certain underlying assumptions. Goodwill accounted for approximately \$1,284.3 million of our recorded total assets as of January 2, 2021. Our other intangible assets with indefinite lives as of January 2, 2021 primarily relate to the trademarks acquired in the acquisitions of our DSS, Aquaterra, Mountain Valley, Legacy Primo, Eden, and Crystal Rock Holdings, Inc. (“Crystal Rock”) businesses. These assets have an aggregate net book value of \$455.5 million, and are more fully described in Note 1 to the Consolidated Financial Statements.

As of January 2, 2021, our intangible assets subject to amortization, net of accumulated amortization for continuing operations were \$532.1 million, which consisted principally of \$485.2 million of customer relationships that arose from acquisitions, \$24.3 million of software, and \$12.8 million of patents. Customer relationships are typically amortized on an accelerated basis for the period over which we expect to receive the economic benefits. The customer relationships acquired in connection with the acquisitions of our DSS, Aquaterra, Mountain Valley, Legacy Primo, Eden, and Crystal Rock businesses are amortized over the expected remaining useful life of those relationships on a basis that reflects the pattern of realization of the estimated undiscounted after-tax cash flows. We review the estimated useful life of these intangible assets annually, taking into consideration the specific net cash flows related to the intangible asset, unless a review is required more frequently due to a triggering event such as the loss of a significant customer. The permanent loss of, or significant decline in sales to customers included in the intangible asset would result in either an impairment in the value of the intangible asset or an accelerated amortization of any remaining value and could lead to an impairment of the fixed assets that were used to service that customer. Principally, a decrease in expected reporting segment cash flows, changes in market conditions, loss of key customers and a change in our imputed cost of capital may indicate potential impairment of recorded goodwill, trademarks or trade names. For additional information on accounting policies we have in place for goodwill and indefinite life intangible asset impairment, see our discussion under “Critical Accounting Policies” in “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” of this Annual Report on Form 10-K and Note 1 to the Consolidated Financial Statements.

Financial, Credit and Liquidity Risks

We have a significant amount of outstanding indebtedness, which could adversely affect our financial health, and future cash flows may not be sufficient to meet our obligations.

As of January 2, 2021, our total indebtedness was \$1,470.7 million. Our present indebtedness and any future borrowings could have important adverse consequences to us and our investors, including:

- requiring a substantial portion of our cash flow from operations to make interest payments on this indebtedness;
- making it more difficult to satisfy debt service and other obligations;
- increasing the risk of a future credit ratings downgrade of our indebtedness, which would increase future debt costs;
- increasing our vulnerability to general adverse economic and industry conditions;
- reducing the cash flow available or limiting our ability to borrow additional funds for share repurchases, to pay dividends, to fund capital expenditures and other corporate purposes and to grow our business;
- limiting our flexibility in planning for, or reacting to, changes in our business and the industry; and
- placing us at a competitive disadvantage to our competitors that may not be as highly leveraged as we are.

To the extent we become more leveraged, we face an increased likelihood that one or more of the risks described above would materialize. In addition, our actual cash requirements in the future may be greater than expected. We cannot assure you that our business will generate sufficient cash flow from operations, or that future borrowings will be available to us in amounts sufficient to enable us to pay our indebtedness or to fund our other liquidity needs.

If we fail to generate sufficient cash flow from future operations to meet our debt service obligations, we may need to refinance all or a portion of our indebtedness on or before maturity. We cannot assure you that we will be able to refinance any of our indebtedness on attractive terms, commercially reasonable terms or at all. If we cannot service or refinance our indebtedness, we may have to take actions such as selling assets, seeking additional equity or reducing or delaying capital expenditures, strategic acquisitions, investments and alliances, any of which could impede the implementation of our business strategy, prevent us from entering into transactions that would otherwise benefit our business and/or have a material adverse effect on our financial condition and results of operations. Our future operating performance and our ability to service or refinance our indebtedness will be subject to future economic conditions and to financial, business and other factors, many of which are beyond our control.

Our Revolving Credit Facility and the indentures governing our outstanding notes each contain various covenants limiting the discretion of our management in operating our business, which could prevent us from capitalizing on business opportunities and taking some corporate actions.

Our Revolving Credit Facility and the indentures governing our outstanding notes each impose significant operating and financial restrictions on us. These restrictions will limit or restrict, among other things, our ability and the ability of our restricted subsidiaries to:

- incur additional indebtedness;
- make restricted payments (including paying dividends on, redeeming, repurchasing or retiring our capital stock);
- make investments;

- create liens;
- sell assets;
- enter into agreements restricting our subsidiaries' ability to pay dividends, make loans or transfer assets to us;
- engage in transactions with affiliates; and
- consolidate, merge or sell all or substantially all of our assets.

These covenants are subject to important exceptions and qualifications. In addition, our Revolving Credit Facility also requires us, under certain circumstances, to maintain compliance with certain financial covenants as described in the "Covenant Compliance" section in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations". Our ability to comply with these covenants may be affected by events beyond our control, including those described in this "Risk Factors" section. A breach of any of the covenants contained in our Revolving Credit Facility, or the indentures governing our outstanding notes could result in an event of default under one or more of the documents governing such obligations, which would allow the lenders under our Revolving Credit Facility to declare all borrowings outstanding, or in the case of the note holders of our outstanding notes, all principal amounts outstanding on such notes, to be due and payable. Any such acceleration would trigger cross-default provisions under the Revolving Credit Facility, and the indentures governing our outstanding notes and, potentially, our other indebtedness. In the event of an acceleration of payment obligations, we would likely be unable to pay our outstanding indebtedness with our cash and cash equivalents then on hand. We would, therefore, be required to seek alternative sources of funding, which may not be available on commercially reasonable terms, terms as favorable as our current agreements or at all. If we are unable to refinance our indebtedness or find alternative means of financing our operations, we may be required to curtail our operations, face bankruptcy, or take other actions that are inconsistent with our current business practices or strategy. For additional information about our Revolving Credit Facility, see our discussion under "Liquidity and Capital Resources" in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" of this Annual Report on Form 10-K and Note 17 to the Consolidated Financial Statements.

A portion of our debt may be variable rate debt, and changes in interest rates could adversely affect us by causing us to incur higher interest costs with respect to such variable rate debt.

Our Revolving Credit Facility subjects us to interest rate risk. The rate at which we pay interest on amounts borrowed under such facility fluctuates with changes in interest rates and our debt leverage. Accordingly, with respect to any amounts from time to time outstanding under our Revolving Credit Facility, we are and will be exposed to changes in interest rates. If we are unable to adequately manage our debt structure in response to changes in the market, our interest expense could increase, which would negatively affect our financial condition and results of operations. The outstanding borrowings under the Revolving Credit Facility as of January 2, 2021 were \$104.8 million.

We have incurred, and may incur, substantial indebtedness in order to finance acquisitions, which could adversely affect our business and limit our ability to plan for or respond to changes in our business.

Our strategy of growth by acquisitions has been financed by the incurrence of substantial indebtedness. There can be no assurance that we will be successful in obtaining any future debt financing on favorable terms or at all.

Our ability to make payments on our debt obligations and to fund planned capital expenditures depends on our ability to generate cash from our future operations. This, to a certain extent, is subject to financial, competitive, legislative, regulatory and other factors that are beyond our control. In addition, if we cannot service our indebtedness, we may have to take actions such as selling assets, raising additional equity financing or reducing or delaying capital expenditures, strategic acquisitions, investments and alliances, any of which could impede the implementation of our business strategy, prevent us from entering into transactions that would otherwise benefit our business and/or negatively affect our financial condition and results of operations. We may not be able to refinance our indebtedness or take such other actions, if necessary, on commercially reasonable terms, or at all.

Risks Related to Our Human Capital

Our success depends in part upon our ability to recruit, retain and prepare succession plans for our CEO, CFO, senior management and key employees.

The performance of our Chief Executive Officer ("CEO"), Chief Financial Officer ("CFO"), senior management and other key employees is critical to our success. We plan to continue to invest time and resources in developing our senior management and key employee teams. Our long-term success will depend on our ability to recruit and retain capable senior management and other key employees, and any failure to do so could have a material adverse effect on our future operating results and financial condition. Further, if we fail to adequately plan for the succession of our CEO, CFO, senior management and other key employees, our results of operations could be negatively affected.

We may not be able to renew collective bargaining agreements on satisfactory terms, or we could experience strikes.

Some of our employees are covered by collective bargaining agreements expiring on various dates. We may not be able to renew our collective bargaining agreements on satisfactory terms or at all. This could result in strikes or work stoppages, which could impair our ability to manufacture and distribute our products and result in a substantial loss of sales. The terms of existing or renewed agreements could also significantly increase our costs or negatively affect our ability to increase operational efficiency.

Legal, Regulatory and Tax Risks

Our products may not meet health and safety standards or could become contaminated and we could be liable for injury, illness or death caused by consumption of our products.

We have adopted various quality, environmental, health and safety standards. However, our products may still not meet these standards or could otherwise become contaminated. A failure to meet these standards or contamination could occur in our operations or those of our bottlers, distributors or suppliers. This could result in expensive production interruptions, recalls and liability claims. We may be liable to our customers if the consumption of any of our products causes injury, illness or death. Moreover, negative publicity could be generated from false, unfounded or nominal liability claims or limited recalls. Any of these failures or occurrences could negatively affect our business, results of operations or cash flows.

Litigation or legal proceedings could expose us to significant liabilities and damage our reputation.

We are party to various litigation claims and legal proceedings. We evaluate these claims and proceedings to assess the likelihood of unfavorable outcomes, and, if possible, estimate the amount of potential losses. If our products are not safely and/or properly manufactured or designed, personal injuries or property damage could result, which could subject us to claims for damages. The costs associated with defending product liability and other claims, and the payment of damages, could be substantial. Our reputation could also be adversely affected by such claims, whether or not successful.

We may establish a reserve as appropriate based upon assessments and estimates in accordance with our accounting policies, and we have also asserted insurance claims where appropriate. We base our assessments, estimates and disclosures on the information available to us at the time and rely on legal and management judgment. Actual outcomes or losses or any recoveries we may receive from insurance may differ materially from assessments and estimates. Actual settlements, judgments or resolutions of these claims or proceedings may negatively affect our business and financial performance. A successful claim against us that is not covered by insurance or is in excess of our available insurance limits could require us to make significant payments of damages and could negatively affect our business, financial condition and results of operations. For more information, see “Item 3. Legal Proceedings.”

Changes in the legal and regulatory environment in the jurisdictions in which we operate could negatively affect our results of operations, adversely affect demand for our products and services or result in litigation.

As a producer and distributor of foods and beverages, we must comply with various federal, state, provincial, local and foreign laws relating to production, packaging, quality, labeling and distribution, including, in the United States, those of the federal Food, Drug and Cosmetic Act, the Fair Packaging and Labeling Act, the Federal Trade Commission Act, the Nutrition Labeling and Education Act and California Proposition 65. We are also subject to various federal, state, provincial, local and foreign environmental laws and workplace regulations. These laws and regulations include, in the United States, the Occupational Safety and Health Act, the Unfair Labor Standards Act, the Clean Air Act, the Clean Water Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Federal Motor Carrier Safety Act, laws governing equal employment opportunity, customs and foreign trade laws and regulations, laws relating to the maintenance of fuel storage tanks, laws relating to mineral and chemical concentration and water quality, consumption and treatment, and various other federal statutes, laws and regulations. The Food and Drug Administration (“FDA”) regulates bottled water as a food. Our bottled water must meet FDA requirements of safety for human consumption, labeling, processing and distribution under sanitary conditions and production in accordance with FDA “Current Good Manufacturing Practices.” We import certain of our equipment, and we must comply with import laws and regulations. Outside the United States, the production and distribution of our products are also subject to various laws and regulations. These laws and regulations may change as a result of political, economic, or social events. Such regulatory changes may include changes in food and drug laws, laws related to advertising, accounting standards, taxation requirements, competition laws and environmental laws, including laws relating to the regulation of water rights and treatment. Changes in laws, regulations or government policy and related interpretations may alter the environment in which we do business, which may negatively affect our results of operations or increase our costs or liabilities.

Food/Beverage Production

A number of states have passed laws setting forth warning or labeling requirements relating to products made for human consumption. For example, the California law known as Proposition 65 requires that a specific warning statement appear on any product sold in California containing a substance listed by that state as having been found to cause cancer or reproductive toxicity. This law, and others like it, exposes all food and beverage producers to the possibility of having to provide warnings on their products. The detection of even a trace amount of a listed substance can subject an affected product to the requirement of a warning label, although products containing listed substances that occur naturally or that are contributed to such products solely by a municipal water supply are generally exempt from the warning requirement. From time to time over the past several years, certain of our customers have received notices alleging that the labeling requirements of the relevant state regulation would apply to products manufactured by us and sold by them. There can be no assurance that we will not be adversely affected by actions against our customers or us relating to Proposition 65 or similar “failure to warn” laws. Were any such claim to be pursued or succeed, we might in some cases be required to indemnify our customers for damages and provide warnings on our products in order for them to be sold in certain states. Any negative media attention, adverse publicity or action arising from allegations of violations could adversely affect consumer perceptions of our products and harm our business.

Energy/Conservation Initiatives

The EPA has oversight over the Energy Star certification program for appliances, including bottled water dispensers. Since February 1, 2014, the EPA has required appliances in the program to adhere to a lower energy consumption standard of 0.87 kilowatt hours per day. While we are working closely with our water cooler manufacturers to ensure we have continued access to Energy Star certified bottled water dispensers, there can be no assurances that we will continue to have such access. Our inability to utilize compliant dispensers could negatively affect our business, financial condition, reputation and results of operations.

Recent initiatives have taken place in several markets in which we operate regarding bottled water. Regulations have been proposed in some jurisdictions that would ban the use of public funds to purchase bottled water, enact local taxes on bottled water and water extraction and restrict the withdrawal of water from public and private sources. We believe that the adverse publicity associated with these initiatives is generally aimed at the retail, small bottle segment of the industry that is a minimal part of our business, and that our customers can readily distinguish our products from the retail bottles that are currently the basis for concern in some areas. Our customers typically buy their water in reusable multi-gallon water bottles that are placed on coolers and reused many times. While we believe that to date we have not directly experienced any adverse effects from these concerns, and that our products are sufficiently different from those under scrutiny, there is no assurance that adverse publicity about any element of the bottled water industry will not affect public behavior by discouraging consumers from buying bottled water products generally. In that case, our sales and other financial results could be adversely affected.

The increasing concern over climate change also may result in more regional, federal and/or global legal and regulatory requirements to reduce or mitigate the effects of greenhouse gases. In the event that such regulation is more aggressive than the sustainability measures that we are currently undertaking to monitor our emissions and improve our energy efficiency, we may experience significant increases in our costs of operation and delivery. In particular, increasing regulation of fuel emissions could substantially increase the cost of energy, including fuel, required to operate our facilities or transport and distribute our products, particularly in our Primo Water North America business, thereby substantially increasing the distribution and supply chain costs associated with our products. As a result, climate change could negatively affect our business and results of operations.

Packaging Ingredients

The manufacture and use of resins and Bisphenol A (“BPA”) used to make our 3G and 5G water bottles are subject to regulation by the FDA. These regulations relate to substances used in food packaging materials. BPA is contained in substantially all of our 3G and 5G returnable polycarbonate plastic bottles. Negative media attention regarding BPA has generated concern in the bottled water market, although a January 2010 report by the FDA notes studies that suggest the low levels of BPA used in polycarbonate bottles are safe for human exposure and the FDA sustained this opinion in its March 2013 BPA consumer update. On December 5, 2014, the FDA updated its safety declaration on BPA, indicating that available information continues to support BPA’s safety for currently approved uses in food containers and packaging. The FDA indicated that it will continue to evaluate these studies before issuing a final assessment on the safety of BPA and the FDA’s current public health recommendations include taking reasonable steps to reduce exposure of infants and young children to BPA. The FDA and certain states, however, may in the future decide to regulate more aggressively the potential harmful effects of BPA. Although the FDA rejected a 2012 citizen petition from the Natural Resources Defense Council seeking the ban of BPA from all food and drink packaging, including plastic bottles and canned foods, our customers and potential new customers may share the concerns raised by the citizens petition and may reduce their exposure to BPA as a result. The FDA has also asserted the need for additional studies on the safety of BPA in food packaging materials and acknowledged recent studies regarding potential developmental and behavioral effects of BPA exposure on infants and young children. The EPA and certain states also may in the future study or regulate BPA. Additionally, a number of states have passed legislation banning the use of BPA in packaging intended for children three years of age and younger, such as in baby bottles and sippy cups. Extensive negative public perception regarding food packaging that uses BPA could cause consumers to stop purchasing our products manufactured in polycarbonate bottles. Further, the emergence of new scientific evidence or reports that suggests our polycarbonate water bottles are unsafe, or interpretations of existing evidence by regulatory agencies that lead to prohibitions on the use of polycarbonate plastic as packaging for food contact materials, could cause a serious disruption in our ability to package our bottled water products. If polycarbonate plastic becomes a banned substance, we may not be able to adopt alternative packaging, and conduct extensive and costly safety testing, in time to prevent adverse effects to our business, financial condition and results of operations. Further, if our competitors successfully integrate BPA-free packaging into their business and BPA is subsequently deemed undesirable or unsafe, our competitors may have a significant competitive advantage over us.

Hazardous Materials

We engage in or have in the past engaged in the handling, storage or use of hazardous substances, including for the maintenance and fueling of our vehicle fleet for our North America business. We are also required to obtain environmental permits from governmental authorities for certain operations. We cannot assure you that we have been or will be at all times in complete compliance with such laws, regulations and permits. If we violate or fail to comply with these laws, regulations or permits, we could be fined or otherwise sanctioned by regulators. We could also be held liable for any consequences arising out of human exposure to hazardous substances or other environmental damage.

Certain environmental laws impose liability on current or previous owners or operators of real property for the cost of removal or remediation of hazardous substances. These laws often impose liability even if the owner or operator did not know of, or was not responsible for, the release of such hazardous substances and also impose liability on persons who arrange for hazardous substances to be sent to disposal or treatment facilities. In addition to actions brought by governmental agencies, private plaintiffs may also bring personal injury claims arising from the presence of hazardous substances on a property. From time to time, we have also been named a potentially responsible party at third-party waste disposal sites. There can be no assurances that we will not be required to make material expenditures in the future for these or other contamination-related concerns or that other responsible parties will conduct any required cleanup. Environmental laws and regulations are complex, change frequently and tend to become more stringent over time. The costs of complying with current and future environmental laws and regulations and our liabilities arising from past or future releases of, or exposure to, hazardous substances may negatively affect our business, financial condition or results of operations.

International Trade Regulations

Currently, a large portion of our dispensers are assembled by independent manufacturers in, and imported from, China. These import operations are subject to international trade regulations, including import charges and other agreements among the United States and its trading partners, including China.

The previous U.S. presidential administration made significant changes to U.S. trade policy, including new or increased tariffs on a broad range of goods imported into the United States, particularly from China. Further, these changes in U.S. trade policy have triggered retaliatory protectionist actions by affected countries. Given the uncertainty regarding the scope and duration of these trade actions by the United States and other countries, as well as the potential for additional trade actions, the impact on our operations and results remains uncertain and could be significant. To the extent that our supply chain, costs, sales or profitability are negatively affected by the existing tariffs or any other trade actions (including duties, import charges or other similar restrictions or other reductions in trade), our business, financial condition and results of operations may be materially adversely affected.

We are subject to risks associated with our international operations, including compliance with applicable U.S. and foreign anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010 and other applicable anti-corruption laws, which may increase the cost of doing business in international jurisdictions.

We currently operate internationally and we intend to continue expansion of our international operations. We now operate in 18 European countries and Israel. As a result, our business is exposed to risks inherent in foreign operations. If we fail to adequately address the challenges and risks associated with our international operations and acquisition strategy, we may encounter difficulties in our international operations and implementing our strategy, which could impede our growth or harm our operating results. These risks, which can vary substantially by jurisdiction, include the difficulties associated with managing an organization with operations in multiple countries, compliance with differing laws and regulations (including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010 and local laws prohibiting payments to government officials and other corrupt practices, tax laws, regulations and rates), enforcing agreements and collecting receivables through foreign legal systems. Although we have implemented policies and procedures designed to ensure compliance with these laws, there can be no assurance that our employees, contractors and agents will not take actions in violation of our policies, particularly as we expand our operations through organic growth and acquisitions. Any such violations could subject us to civil or criminal penalties, including material fines or prohibitions on our ability to offer our products in one or more countries, and could also materially damage our reputation, brand, international expansion efforts, business and operating results. Additional risks include the potential for restrictive actions by foreign governments, changes in economic conditions in each market, foreign customers who may have longer payment cycles than customers in the United States, the impact of economic, political and social instability of those countries in which we operate and acts of nature, such as typhoons, tsunamis, or earthquakes. The overall volatility of the economic environment has increased the risk of disruption and losses resulting from hyper-inflation, currency devaluation and tax or regulatory changes in certain countries in which we have operations.

We are subject to the risk of increased taxes.

We base our tax positions upon our understanding of the tax laws of the various countries in which we have assets or conduct business activities. However, our tax positions are subject to review and possible challenge by taxing authorities. This includes adverse changes to the manner in which Canada and other countries tax multinational companies and interpret or change their tax laws. We cannot determine in advance the extent to which some jurisdictions may assess additional tax or interest and penalties on such taxes. In addition, our effective tax rate may be increased by changes in the valuation of deferred tax assets and liabilities, changes in our cash management strategies, changes in local tax rates or countries adopting more aggressive interpretations of tax laws, including the Tax Cuts and Jobs Act of 2017.

Our income tax expense includes tax benefits resulting from several reorganizations of our legal entity structure and refinancing of intercompany debt during the last three years. However, since the calculation of our tax liabilities involves dealing with uncertainties in the application of complex and changing tax laws and regulations in a multitude of jurisdictions across our global operations, our effective tax rate may ultimately be different than the amount we are currently reporting. In addition, several jurisdictions in which we operate have tax laws with detailed transfer pricing rules which require that all transactions with nonresident related parties be priced using arm's length pricing principles, and that contemporaneous documentation must exist to support such pricing. There is a risk that the taxing authorities may not deem our transfer pricing documentation acceptable. The Organization for Economic Cooperation and Development released guidance related to Base Erosion and Profit Shifting which may also result in legislative changes that could impact our effective tax rate.

Risks Related to Our Information Technology, Cybersecurity and Data Protection

We depend on key information systems and third-party service providers.

We depend on key information systems to accurately and efficiently transact our business, provide information to management and prepare financial reports. We rely on third-party providers for various networking, application hosting and related business process services which support our key information systems. Issues with performance by these third-parties may disrupt our operations and as a result, our operating expenses could increase, which could negatively affect our results of operations.

In addition, these systems and services are vulnerable to interruptions or other failures resulting from, among other things, natural disasters, terrorist attacks, software, equipment or telecommunications failures, processing errors, computer viruses, hackers, other security issues or supplier defaults. Security, backup and disaster recovery measures may not be adequate or implemented properly to avoid such disruptions or failures. Any disruption or failure of these systems or services could cause substantial errors, processing inefficiencies, security breaches, inability to use the systems or process transactions, loss of customers or other business disruptions, all of which could negatively affect our business and results of operations.

If we are unable to securely maintain our customers' confidential or credit card information, or other private data relating to our employees or our Company, we could be subject to negative publicity, costly government enforcement actions or private litigation, which could damage our business reputation and negatively affect our results of operations.

The protection of our customer, employee and Company data is critical to us. We have procedures and technology in place to safeguard our customers' debit card, credit card and other personal information, our employees' private data and Company records and intellectual property. However, if we experience a data security breach of any kind, we could be exposed to negative publicity, government enforcement actions, private litigation or costly response measures. In addition, our reputation within the business community and with our customers may be affected, which could result in our customers discontinuing their purchases of our products and services or their use of the debit or credit card payment option. Any loss of our ability to securely offer our customers a credit card payment option would make our products less attractive to many small organizations by negatively affecting our customer experience and significantly increasing our administrative costs related to customer payment processing. This could cause us to lose customers and could have a negative effect on our results of operations.

In addition, the regulatory environment surrounding information security and privacy is increasingly demanding, with frequent imposition of new and changing requirements. For example, the European Union's General Data Protection Regulation, which became effective in May 2018, and the California Consumer Privacy Act, which became effective on January 1, 2020, impose significant new requirements on how we collect, process and transfer personal data, as well as significant fines for non-compliance. Compliance with changes in privacy and information security laws and standards may result in significant expense due to increased investment in technology and the development of new operational processes.

Risks Related to Our Common Shares

We may not continue our quarterly dividend and shareowners may never obtain a return on their investment.

We have paid quarterly cash dividends since 2012. Most recently, our Board of Directors declared a dividend of \$0.06 per common share to be paid in cash on March 29, 2021 to shareowners of record at the close of business on March 12, 2021. However, there can be no assurance that we will continue to declare quarterly dividends in the future. The declaration and payment of future dividends on our common shares is subject to, among other things, the best interests of our shareowners, our results of operations, cash balances and future cash requirements, financial condition, statutory regulations and covenants and other restrictions on payment set forth in the instruments governing our indebtedness in effect from time to time. Accordingly, shareowners must rely on sales of their common shares after price appreciation, which may never occur, as the only way to realize any return on their investment.

General Risk Factors

We also face other risks that could adversely affect our business, results of operations or financial condition, which include:

- any requirement to restate financial results in the event of inappropriate application of accounting principles or otherwise;
- any event that could damage our reputation;
- failure to properly manage credit risk from customers;
- failure of our processes to prevent and detect unethical conduct of employees;
- any significant failure of internal controls over financial reporting;
- failure of our prevention and control systems related to employee compliance with internal policies and regulatory requirements;
- failure of corporate governance policies and procedures; and
- credit ratings changes.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

Our business is supported by our extensive manufacturing and distribution network. Our manufacturing footprint encompasses 59 strategically located manufacturing and production facilities, which includes 33 facilities in the United States, 10 facilities in Canada, 15 facilities in Europe and one facility in Israel. We also have 306 branch distribution and warehouse facilities, which include 178 facilities in the United States, 17 facilities in Canada, 101 facilities in Europe and 10 facilities in Israel, and one customer service call center in the United States.

The total square footage of our manufacturing and production facilities is approximately 2.0 million square feet in the United States; 0.4 million square feet in Canada; 0.2 million square feet in Israel and 0.7 million square feet in Europe, inclusive of 0.2 million square feet in the United Kingdom. The total square footage of our branch distribution and warehouse facilities is approximately 2.3 million square feet in the United States; 0.2 million square feet in Canada; 0.3 million square feet in Israel and 0.7 million square feet in Europe, inclusive of 0.1 million square feet in the United Kingdom. This square footage does not include 27 leased office spaces that comprise 0.4 million square feet. Lease terms for non-owned beverage production facilities and offices expire between 2021 and 2035.

The production facilities and square footage amounts noted above do not include vacant or underutilized properties.

ITEM 3. LEGAL PROCEEDINGS

We are subject to various claims and legal proceedings with respect to matters such as governmental regulations, income taxes, and other actions arising out of the normal course of business. Management believes that the resolution of these matters will not have a material adverse effect on our financial position or results of operations.

Pursuant to SEC rules, we will disclose any proceeding in which a government authority is a party and that arises under any federal, state or local provisions enacted or adopted regulating the discharge of materials into the environment or primarily for the purpose of protecting the environment only where we believe that such proceeding will result in monetary sanctions on us, exclusive of interest and costs, above \$500,000 or is otherwise material to our financial position, results of operations, or cash flows.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

SUPPLEMENTAL ITEM PART I. INFORMATION ABOUT OUR EXECUTIVE OFFICERS

The following is a list of names, ages, offices and backgrounds of all of our executive officers as of March 3, 2021. Our officers do not serve for a set term.

| | Office | Age |
|---------------------------------|-----------------------------------|-----|
| Thomas Harrington | Chief Executive Officer | 63 |
| Jay Wells | Chief Financial Officer | 58 |
| David Muscato | President, North America | 58 |
| Steven Kitching | President, International | 58 |
| Marni Morgan Poe | Chief Legal Officer and Secretary | 51 |
| William "Jamie" Jamieson | Global Chief Information Officer | 48 |
| Mercedes Romero | Chief Procurement Officer | 54 |
| Ghire Shivprasad | Vice President, Human Resources | 43 |
| Jason Ausher | Chief Accounting Officer | 47 |

- Thomas Harrington was appointed as our Chief Executive Officer effective as of the beginning of 2019. Prior to his appointment, Mr. Harrington served as the Chief Executive Officer of our North America business unit since our acquisition of DS Services in December 2014 and was appointed President Route Based Services in July 2016. Prior to the acquisition, Mr. Harrington served in various roles with DS Services from 2004 to 2014, including Chief Executive Officer, President, Chief Operating Officer, West Division President, and Senior Vice President, Central Division. Prior to joining DS Services, Mr. Harrington served in various roles with Coca-Cola Enterprises, Inc. including Vice President and General Manager of Coca-Cola Enterprises New York and Chicago divisions. He also served in various sales and marketing roles with Pepperidge Farm from 1979 to 1985. Mr. Harrington previously served as a member of the board of directors of the National Automatic Merchandising Association, the International Bottled Water Association and the Water Quality Association. He has served on our Board since the beginning of 2019.
- Jay Wells was appointed Chief Financial Officer in 2012. Prior to joining us, Mr. Wells held various senior finance positions with Molson Coors from 2005 to 2012, including Chief Financial Officer of Molson Coors Canada, a subsidiary of Molson Coors Brewing Company, and Global Vice President, Treasury, Tax, and Strategic Finance of Molson Coors Brewing Company. From 1990 to 2005, Mr. Wells held several positions within Deloitte and Touche LLP, including partner.
- David Muscato was appointed President, North America in April 2018. From June 2014 to January 2017, Mr. Muscato was the President, Schwan's Home Service at The Schwan Food Company. Prior to that, from 1994 to 2014, Mr. Muscato held several positions with Nestle Waters of North America, including Executive Vice President and General Manager of their U.S. Home and Office Division. Mr. Muscato has also held multiple positions with both Pepsi-Cola Company and Seven-Up of Boston. Mr. Muscato previously served on the International Bottled Water Association Executive Committee and Board of Directors as well as the Stamford CT Chamber of Commerce Board of Directors.
- Steven Kitching was appointed President, International in June 2020. From 2008 to 2018, Mr. Kitching served in various roles with us, including Executive Chair for Route Based Services, Executive Chairman of Aimia Foods/Decantae Mineral Water, President of our North America Business Unit and President of our United Kingdom/Europe Business Unit. From 2005 to 2008, Mr. Kitching held several positions with InBev UK, including Managing Director-On Trade Sales and Managing Director-Commercial and Field Operations. Prior to that, Mr. Kitching held several positions with Interbrew and Whitbread Beer Company from 1986 to 2005, including General Manager Netherlands of Interbrew from 2004 to 2005.
- Marni Morgan Poe has served as our Chief Legal Officer and Secretary since 2010. Prior to her appointment, Ms. Poe served as our Corporate Counsel from 2008 to 2010. Prior to joining us, Ms. Poe was a partner at the law firm of Holland & Knight LLP from 2000 to 2006 and an associate of the law firm from 1995 to 2000.
- William "Jamie" Jamieson was appointed Global Chief Information Officer in April 2019. Prior to joining us, Mr. Jamieson served as senior vice president and chief information officer for GNC from 2015 to 2019, overseeing enterprise technology teams and platforms. From 2000 to 2015, he held various senior roles leading information technology service delivery for Charming Charlie and Chico's FAS, Inc., both fashion retailers.

- Mercedes Romero was appointed Chief Procurement Officer in August 2020. Prior to joining us, Ms. Romero served as Vice President Sourcing and Supply Management from 2019 to 2020 for Ryder System Inc., overseeing global spend and supply planning teams. From 2017 to 2019, Ms. Romero served as Chief Procurement Officer/VP Procurement Americas with the Campari Group. From 1995 to 2017, Ms. Romero held various senior roles leading procurement and supply chain transformations for TEVA Pharma, Diageo, Starbucks, Clorox and Procter & Gamble. Ms. Romero currently serves on the board of the Conference Leadership Committee and the Talent Executive Committee at the Institute for Supply Management (ISM). Ms. Romero also serves as an advisory board member at the Global Women Procurement Professionals (GWPP).
- Ghire Shivprasad was appointed Vice President, Human Resources in October 2018. Prior to joining us, Mr. Shivprasad held various senior Human Resource and Compensation positions with Masonite International from 2013 to 2016, and with Bloomin' Brands, Inc., the parent company of Outback Steakhouse, from 2007 to 2013. From 2000 to 2006, Mr. Shivprasad held various roles in benefits, payroll and stock plan administration.
- Jason Ausher was appointed Chief Accounting Officer in May 2015. Prior to his appointment, from 2011 to 2015, Mr. Ausher served as our VP Treasurer, Corporate Development. From 2010 to 2011, Mr. Ausher served as our Corporate Controller, and from 2008 to 2010, he held the position of Controller for our U.S. Business Unit. From 2003 to 2008, Mr. Ausher held numerous positions with Walter Industries, Inc. and Mueller Water Products Inc. (a water infrastructure business and spin-off of Walter Industries, Inc.), including the position of Vice President of Finance. Prior to this, from 1996 to 2002, Mr. Ausher was with PricewaterhouseCoopers LLP.

PART II

ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED SHAREOWNER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common shares are listed on the Toronto Stock Exchange ("TSX") and on the New York Stock Exchange ("NYSE") under the ticker symbol "PRMW."

As of February 26, 2021, we had 889 shareowners of record. This number was determined from records maintained by our transfer agent and does not include beneficial owners of securities whose securities are held in the names of various dealers or clearing agencies. The closing sale price of our common shares on February 26, 2021 was C\$18.21 on the TSX and \$14.29 on the NYSE.

Our Board of Directors has declared a quarterly cash dividend of \$0.06 per common share in each quarter during 2020 and 2019 for an aggregate yearly dividend payment of approximately \$38.9 million and \$32.6 million, respectively. We intend to pay a regular quarterly dividend on our common shares subject to, among other things, the best interests of our shareowners, our results of operations, cash balances and future cash requirements, financial condition, statutory regulations and covenants set forth in the Revolving Credit Facility and indentures governing our outstanding notes as well as other factors that our Board of Directors may deem relevant from time to time.

Dividends to shareowners who are non-residents of Canada will generally be subject to Canadian withholding tax. Under current Canadian tax law, dividends paid by a Canadian corporation to a non-resident shareowner are generally subject to Canadian withholding tax at a 25% rate. Under the current tax treaty between Canada and the United States, U.S. residents who are entitled to treaty benefits are generally eligible for a reduction in this withholding tax rate to 15% (and to 5% for a shareowner that is a corporation and is the beneficial owner of at least 10% of our voting stock). Accordingly, under current tax law, our U.S. resident shareowners who are entitled to treaty benefits will generally be subject to a Canadian withholding tax at a 15% rate on dividends paid by us, provided that they have complied with applicable procedural requirements to claim the benefit of the reduced rate under the tax treaty. The fifth protocol to the tax treaty between Canada and the United States places additional restrictions on the ability of U.S. residents to claim these reduced rate benefits. U.S. residents generally will be entitled on their U.S. federal income tax returns to claim a foreign tax credit, or a deduction, for Canadian withholding tax that applies to them, subject to certain applicable limitations. U.S. investors should consult their tax advisors with respect to the tax consequences and requirements applicable to them, based on their individual circumstances.

There are certain restrictions on the payment of dividends under our Revolving Credit Facility and the indentures governing our outstanding notes. The Revolving Credit Facility and the indentures governing our outstanding notes are discussed in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in this Annual Report on Form 10-K.

For information on securities authorized for issuance under our equity compensation plans, see "Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Shareowner Matters" in this Annual Report on Form 10-K.

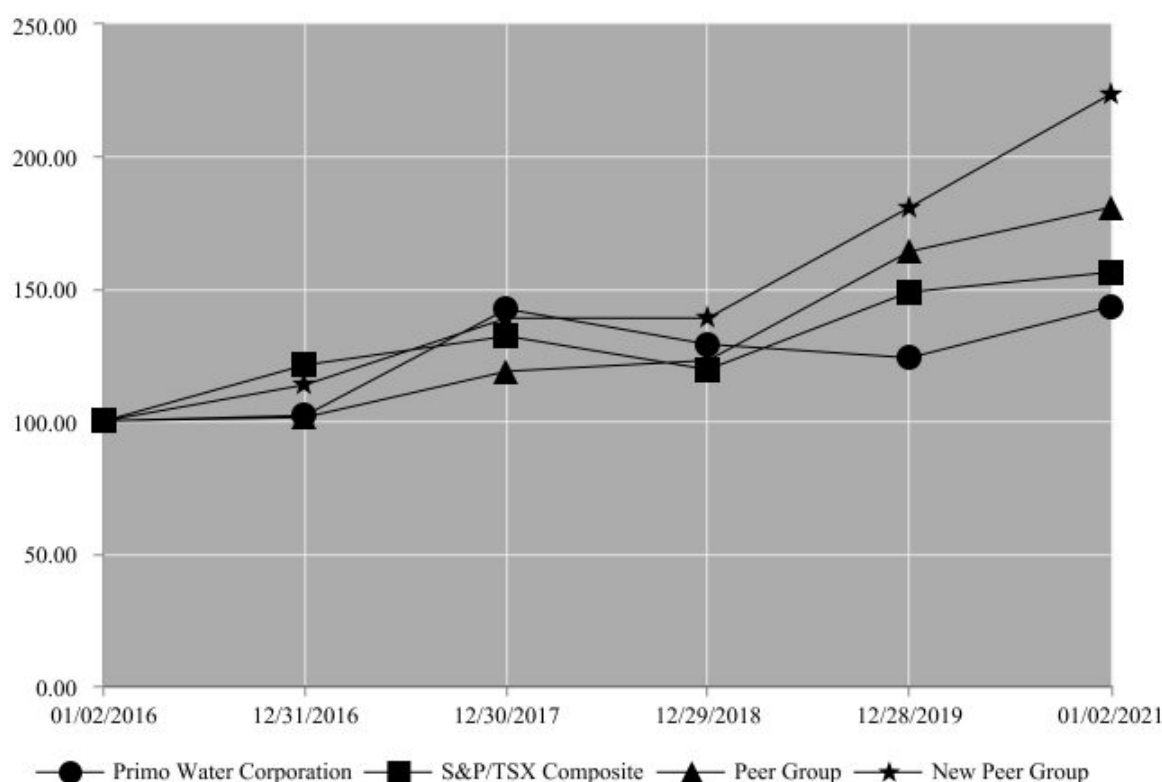
Calculation of Aggregate Market Value of Non-Affiliate Shares

For purposes of calculating the aggregate market value of common shares held by non-affiliates as shown on the cover page of this Annual Report on Form 10-K, it was assumed that all of the outstanding shares were held by non-affiliates except for outstanding shares held or controlled by our directors and executive officers. For further information concerning shareholdings of officers, directors and principal shareowners, see "Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Shareowner Matters" in this Annual Report on Form 10-K.

Shareowner Return Performance Graph

The following graph shows changes over our past five fiscal years in the value of C\$100, assuming reinvestment of dividends, invested in: (i) our common shares; (ii) the Toronto Stock Exchange's S&P/TSX Composite Index; (iii) the peer group utilized in prior annual reports, which consists of publicly-traded companies in the route based service industry comprised of UniFirst Corp., ABM Industries Inc., Chemed Corp., ServiceMaster Global Holdings, Inc., Cintas Corporation, Aramark Corporation, Legacy Primo, AquaVenture Holdings Limited, The Brink's Company, Evoqua Water Technologies Corp., Pentair plc, Xylem Inc., and Nestle S.A.; and (iv) a new peer group utilized in this Annual Report on Form 10-K, which better reflects our business following our recent acquisitions and divestitures, consisting of publicly-traded companies in the water and route based service industries comprised of UniFirst Corp., ADT Inc., Chemed Corp., ServiceMaster Global Holdings, Inc., Cintas Corporation, A. O. Smith Corporation, Franklin Electric Co., Inc., IDEX Corporation, Pentair plc, Xylem Inc., The Brink's Company, Evoqua Water Technologies Corp., Mueller Water Products, Inc., Rollins, Inc., Rexnord Corporation, Stericycle Inc., Tetra Tech, Inc., Windstream Holdings, Inc., and Watts Water Technologies Inc. The closing price of Primo's common shares as of December 31, 2020, the last trading day of 2020, was C\$19.96 on the TSX and \$15.68 on the NYSE. The following table is in Canadian dollars.

COMPARISON OF CUMULATIVE TOTAL RETURN



ASSUMES \$100 (CANADIAN) INVESTED ON JANUARY 2, 2016
 ASSUMES DIVIDENDS REINVESTED
 FISCAL YEAR ENDING JANUARY 2, 2021

| Company / Market / Peer Group | 1/2/2016 | 1/31/2016 | 12/30/2017 | 12/29/2018 | 12/28/2019 | 1/2/2021 |
|-------------------------------|-----------|-----------|------------|------------|------------|-----------|
| Primo Water Corporation | \$ 100.00 | \$ 102.04 | \$ 142.12 | \$ 128.82 | \$ 123.78 | \$ 143.39 |
| S&P / TSX Composite | \$ 100.00 | \$ 121.08 | \$ 132.08 | \$ 119.43 | \$ 148.65 | \$ 156.16 |
| Peer Group | \$ 100.00 | \$ 101.19 | \$ 118.59 | \$ 122.89 | \$ 163.99 | \$ 180.73 |
| New Peer Group | \$ 100.00 | \$ 113.55 | \$ 138.67 | \$ 138.75 | \$ 180.63 | \$ 223.44 |

Issuer Purchases of Equity Securities

Common Share Repurchase Program

On December 11, 2019, our Board of Directors approved a share repurchase program for up to \$50.0 million of our outstanding common shares over a 12-month period (the "Repurchase Plan"). For the year ended January 2, 2021, we repurchased 2,316,835 common shares for \$25.0 million through open market transactions under the Repurchase Plan. Shares purchased under the Repurchase Plan were subsequently canceled. The Repurchase Plan expired on December 15, 2020 and no further purchases will be made under such plan.

Tax Withholdings

The following table contains information about shares that we withheld from delivering to employees during 2020 to satisfy their tax obligations related to share-based awards:

| | Total Number of Common Shares Purchased | Average Price Paid per Common Share | Total Number of Common Shares Purchased as Part of Publicly Announced Plans or Programs | Maximum Approximate Dollar Value of Common Shares that May Yet Be Purchased Under the Plans or Programs |
|--------------------------------------|--|---|--|--|
| December 29, 2019 - January 31, 2020 | 1,917 | \$ 15.28 | N/A | N/A |
| February 1 - February 29, 2020 | 418,562 | \$ 15.35 | N/A | N/A |
| March 1, 2020- March 31, 2020 | 38,493 | \$ 12.58 | N/A | N/A |
| March 29 - April 30, 2020 | 8,792 | \$ 9.27 | N/A | N/A |
| May 1 - May 31, 2020 | 6,937 | \$ 10.32 | N/A | N/A |
| June 1, 2020- June 30, 2020 | 4,249 | \$ 12.41 | N/A | N/A |
| June 28 - July 31, 2020 | 2,697 | \$ 13.72 | N/A | N/A |
| August 1 - August 31, 2020 | 2,517 | \$ 14.46 | N/A | N/A |
| September 1 - September 30, 2020 | 1,220 | \$ 13.94 | N/A | N/A |
| October 1 - October 31, 2020 | 3,932 | \$ 12.62 | N/A | N/A |
| November 1 - November 31, 2020 | 1,392 | \$ 14.70 | N/A | N/A |
| December 1 - January 2, 2021 | 49,474 | \$ 15.75 | N/A | N/A |
| Total | 540,182 | | | |

ITEM 6. SELECTED FINANCIAL DATA

The following selected financial data reflects our results of operations. This information should be read in conjunction with, and is qualified by reference to “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the Consolidated Financial Statements and Notes thereto included elsewhere in this Annual Report on Form 10-K. The financial information presented may not be indicative of future performance.

The Company has accounted for the sale of our carbonated soft drinks and juice businesses and our Royal Crown International finished goods export business (collectively, the “Traditional Business” and such transaction, the “Traditional Business Divestiture”) as discontinued operations beginning in 2017 and the sale of our coffee, tea and extract solutions business, S. & D. Coffee, Inc. (“S&D” and such transaction, the “S&D Divestiture”) as discontinued operations beginning in 2020. All data for prior periods have been recast.

| | <u>January 2, 2021</u> | <u>December 28,</u> | <u>December 29,</u> | <u>December 31,</u> | <u>December 31,</u> |
|--|------------------------|---------------------|---------------------|---------------------|-------------------------|
| | <u>(53 weeks)</u> | <u>2019</u> | <u>2018</u> | <u>2017</u> | <u>2016¹</u> |
| (in millions of U.S. dollars, except per share amounts) | (53 weeks) | (52 weeks) | (52 weeks) | (52 weeks) | (52 weeks) |
| Revenue, net | \$ 1,953.5 | \$ 1,795.4 | \$ 1,791.0 | \$ 1,667.4 | \$ 1,395.2 |
| Net (loss) income from continuing operations | (156.8) | (10.8) | 15.4 | (21.0) | (62.1) |
| Net income (loss) from discontinued operations, net of income taxes | 25.1 | 13.7 | 368.1 | 28.1 | (9.4) |
| Net (loss) income | (131.7) | 2.9 | 383.5 | 7.1 | (71.5) |
| Net (loss) income attributable to Primo Water Corporation | (131.7) | 2.9 | 382.9 | (1.4) | (77.8) |
| <u>Net (loss) income per common share attributable to Primo Water Corporation</u> | | | | | |
| Basic: | | | | | |
| Continuing operations | \$ (1.01) | \$ (0.08) | \$ 0.11 | \$ (0.15) | \$ (0.48) |
| Discontinued operations | 0.16 | 0.10 | 2.64 | 0.14 | (0.12) |
| Net (loss) income | (0.85) | 0.02 | 2.75 | (0.01) | (0.61) |
| Diluted: | | | | | |
| Continuing operations | \$ (1.01) | \$ (0.08) | \$ 0.11 | \$ (0.15) | \$ (0.48) |
| Discontinued operations | 0.16 | 0.10 | 2.60 | 0.14 | (0.12) |
| Net (loss) income | (0.85) | 0.02 | 2.71 | (0.01) | (0.61) |
| <u>Financial Condition</u> | | | | | |
| Total assets | \$ 3,604.7 | \$ 3,390.9 | \$ 3,175.5 | \$ 4,093.1 | \$ 3,939.7 |
| Short-term borrowings required to be repaid or extinguished as part of Traditional Business Divestiture ² | — | — | — | 220.3 | 207.0 |
| Debt required to be repaid or extinguished as part of Traditional Business Divestiture ³ | — | — | — | 519.0 | 1,135.4 |
| Long-term debt, net of current maturities | 1,345.1 | 1,259.1 | 1,250.2 | 1,542.6 | 851.4 |
| Dividends declared per common share | \$ 0.24 | \$ 0.24 | \$ 0.24 | \$ 0.24 | \$ 0.24 |

¹ In 2016, we completed the acquisitions of our Eden and Aquaterra businesses for a combined \$620.3 million, financed by a combination of cash on hand and proceeds from the issuance of €450.0 million (U.S. \$498.7 million at the exchange rate in effect on the acquisition date of Eden) of 5.500% senior notes due July 1, 2024 (the “2024 Notes”).

² The obligations under our previously existing asset-based lending credit facility (“ABL facility”) were required to be repaid in full at the closing of the sale of the Traditional Business. Accordingly, the ABL facility is presented as “Short-term borrowings required to be repaid or extinguished as part of the Traditional Business Divestiture” in prior periods.

³ All senior notes issued by our previously existing wholly-owned subsidiary Cott Beverages Inc., which was sold as part of the Traditional Business Divestiture, were classified as “Debt required to be repaid or extinguished as part of Traditional Business Divestiture” in prior periods.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

Primo is a leading pure-play water solutions provider in North America, Europe and Israel. Primo operates largely under a recurring razor/razorblade revenue model. The razor in Primo's revenue model is its industry leading line-up of sleek and innovative water dispensers, which are sold through major retailers and online at various price points or leased to customers. The dispensers help increase household penetration, which drives recurring purchases of Primo's razorblade offering. Primo's razorblade offering is comprised of Water Direct, Water Exchange, and Water Refill. Through its Water Direct business, Primo delivers sustainable hydration solutions across its 21-country footprint direct to the customer's door, whether at home or to commercial businesses. Through its Water Exchange and Water Refill businesses, Primo offers pre-filled and reusable containers at over 13,000 locations and water refill units at approximately 22,000 locations, respectively. Primo also offers water filtration units across its 21-country footprint representing a top five position.

Primo's water solutions expand consumer access to purified, spring and mineral water to promote a healthier, more sustainable lifestyle while simultaneously reducing plastic waste and pollution. Primo is committed to its water stewardship standards and is proud to partner with the International Bottled Water Association in North America as well as with Watercoolers Europe, which ensure strict adherence to safety, quality, sanitation and regulatory standards for the benefit of consumer protection. In the third quarter of 2020, our U.S. operations achieved a carbon neutral certification under the Carbon Neutral Protocol, an international standard administered by Natural Capital Partners. This certification is in addition to the certifications in our European operations where we have maintained carbon neutrality for the past nine consecutive years in many of our markets.

We conduct operations in countries involving transactions denominated in a variety of currencies. We are subject to currency exchange risks to the extent that our costs are denominated in currencies other than those in which we earn revenues. As our financial statements are denominated in U.S. dollars, fluctuations in currency exchange rates between the U.S. dollar and other currencies have had, and will continue to have an impact on our results of operations.

The market in which we operate is subject to some seasonal variations. Our water delivery sales are generally higher during the warmer months. Our purchases of raw materials and related accounts payable fluctuate based upon the demand for our products. The seasonality of our sales volume causes our working capital needs to fluctuate throughout the year.

Ingredient and packaging costs represent a significant portion of our cost of sales. These costs are subject to global and regional commodity price trends. Our most significant commodities are polyethylene terephthalate ("PET") resin, high-density polyethylene ("HDPE") and polycarbonate bottles, caps and preforms, labels and cartons and trays. We attempt to manage our exposure to fluctuations in ingredient and packaging costs by entering into fixed price commitments for a portion of our ingredient and packaging requirements and implementing price increases as needed.

In 2020, our capital expenditures were devoted primarily to supporting growth in our business, maintaining existing facilities and making equipment upgrades.

During the second quarter of 2020, we implemented a restructuring program intended to optimize synergies from the Company's transition to a pure-play water company following the Legacy Primo Acquisition (defined below) and, as a result, reorganized into two reporting segments: North America (which includes our DS Services of America, Inc. ("DSS"), Aquaterra Corporation ("Aquaterra"), Mountain Valley Spring Company ("Mountain Valley") and Legacy Primo (defined below) businesses) and Rest of World (which includes our Eden Springs Nederland B.V. ("Eden"), Aimia Foods Limited ("Aimia"), Decantae Mineral Water Limited ("Decantae") and John Farrer & Company Limited ("Farrers") businesses). Our corporate oversight function and other miscellaneous expenses are aggregated and included in the All Other category. Segment reporting results have been recast to reflect these changes for all periods presented.

Our fiscal year is based on either a 52- or 53- week period ending on the Saturday closest to December 31. For the year ended January 2, 2021, we had 53 weeks of activity, compared to 52 weeks of activity for the years ended December 28, 2019 and December 29, 2018. We estimate the additional week contributed \$19.4 million of additional revenue and \$3.9 million of additional operating income for the year ended January 2, 2021. One of our subsidiaries uses a calendar year-end which differs from the Company's 52- or 53- week fiscal year-end. Differences arising from the use of the different fiscal year-ends were not deemed material for the fiscal years ended January 2, 2021, December 28, 2019 or December 29, 2018.

Impact of the COVID-19 Pandemic

Our global operations expose us to risks associated with the coronavirus (“COVID-19”) pandemic, which has resulted in challenging operating environments. COVID-19 has spread across the globe to all of the countries in which we operate. Authorities in many of these markets have implemented numerous measures to stall the spread of COVID-19, including travel bans and restrictions, quarantines, curfews, shelter in place orders, and business shutdowns. These measures have impacted and will continue to impact us, our customers, employees, distributors, suppliers and other third parties with whom we do business. There is considerable uncertainty regarding the extent and duration of any impact that these measures and future measures in response to the pandemic may have on our business, including whether they will result in further changes in demand for our services and products, further increases in operating costs (whether as a result of changes to our supply chain or increases in employee costs or otherwise), and how they will further impact our supply chain, each or all of which can impact our ability to make, manufacture, distribute and sell our products. In addition, measures that impact our ability to access our offices, plants, warehouses, distribution centers or other facilities, or that impact the ability of our customers, employees, distributors, suppliers and other third parties to do the same, may impact the availability of our and their employees, many of whom are not able to perform their job functions remotely.

We have implemented safety protocols, including implementing social distancing guidelines, staggering employee shifts, providing our associates with personal protective equipment, and continuing to allow members of our team to work from home where possible. We have been working and will continue to work closely with our business partners on contingency planning in an effort to maintain supply. To date, we have not experienced a material disruption to our operations or supply chain.

While we continue to develop and implement health and safety protocols, business continuity plans and crisis management protocols and have taken other operational actions in an effort to try to mitigate the negative impact of COVID-19 to our employees and our business, the extent of the impact of the pandemic on our business and financial results will depend on numerous evolving factors that we are not able to accurately predict and that all will vary by market, including the duration and scope of the pandemic, global economic conditions during and after the pandemic, governmental actions that have been taken, or may be taken in the future, in response to the pandemic and changes in customer behavior in response to the pandemic, some of which may be more than just temporary.

As we deliver bottled water to residential and commercial customers across a 21-country footprint and provide multi-gallon bottled water, self-service refill drinking water and water dispensers to customers through major retailers in North America, the profile of the services we provide and the products we sell, and the amount of revenue attributable to such services and products, varies by jurisdiction. Changes in demand as a result of COVID-19 will vary in scope and timing across these markets. For example, to date, we have seen an increase in volumes in our residential Water Direct business and a decrease in volumes in our commercial Water Direct business as a result of the COVID-19 pandemic. Any continued economic uncertainty can adversely affect our customers’ financial condition, resulting in an inability to pay for our services or products, reduced or canceled orders of our services or products, or our suppliers’ inability to supply us with the items necessary for us to make, manufacture, distribute or sell our products. Such adverse changes in our customers’ or suppliers’ financial condition may also result in our recording impairment charges for our inability to recover or collect any accounts receivable. In addition, economic uncertainty associated with COVID-19 pandemic has resulted in volatility in the global capital and credit markets, which can impair our ability to access these markets on terms commercially acceptable to us, or at all.

In response to COVID-19, certain government authorities have enacted programs which provide various economic stimulus measures, including several tax provisions. Among the business tax provisions is the deferral of certain payroll and other tax remittances to future years and wage subsidies as reimbursement for a portion of certain furloughed employees’ salaries. During the year ended January 2, 2021, we received wage subsidies under these programs totaling \$7.4 million. We review our eligibility for these programs for each qualifying period and account for such wage subsidies on an accrual basis when the conditions for eligibility are met. The Company has adopted an accounting policy to present wage subsidies as a reduction of selling, general and administrative (“SG&A”) expenses. In addition, deferred payroll and other taxes totaling \$9.0 million were included in accounts payable and accrued liabilities and \$7.5 million were included in other long-term liabilities on our Consolidated Balance Sheet as of January 2, 2021.

During the second quarter of 2020, we recorded a total of \$115.2 million of non-cash impairment charges related to goodwill and intangible assets. See Note 1 to the Consolidated Financial Statements for additional information on goodwill and intangible asset impairment. The impairment charges were primarily driven by the impact of the COVID-19 pandemic and revised projections of future operating results.

Additionally, on June 11, 2020, we announced that our Board of Directors approved a plan intended to optimize synergies from the Company's transition to a pure-play water company following the acquisition of Legacy Primo (defined below) and to mitigate the negative financial and operational impacts of the COVID-19 pandemic, including implementing headcount reductions and furloughs in our North America and Rest of World reporting segments ("2020 Restructuring Plan"). When we implement these programs, we incur various charges, including severance, asset impairments, and other employment related costs. In connection with the 2020 Restructuring Plan, we expected to incur approximately \$19.0 million in severance costs. We have revised this estimate to \$10.5 million and all costs related to the 2020 Restructuring Plan have been recorded as of January 2, 2021. All costs incurred by the 2020 Restructuring Plan are included in SG&A expenses for the year ended January 2, 2021. See Note 1 to the Consolidated Financial Statements for additional information on restructuring charges incurred during the year ended January 2, 2021.

During the year ended January 2, 2021 we also incurred \$10.3 million in other COVID-19 related costs. Other COVID-19 related costs primarily include front-line incentives paid and costs incurred for supplies.

Divestiture, Acquisition and Financing Transactions

Divestitures

On February 28, 2020, we completed the sale of our coffee, tea and extract solutions business, S. & D. Coffee, Inc. ("S&D"), to Westrock Coffee Company, LLC, a Delaware limited liability company ("Westrock"), pursuant to which Westrock acquired all of the issued and outstanding equity of S&D from the Company ("S&D Divestiture"). The consideration was \$405.0 million paid at closing in cash, with customary post-closing working capital adjustments, which were resolved in June 2020 by payment of \$1.5 million from the Company to Westrock. We used the proceeds of the transaction to finance a portion of the Legacy Primo Acquisition (defined below).

On February 8, 2019, we sold all of the outstanding equity of Cott Beverages LLC to Refresco Group B.V., a Dutch company ("Refresco"). The aggregate deal consideration paid at closing was \$50.0 million. We used the proceeds of this transaction to repay a portion of the outstanding borrowings under our previously existing asset-based lending credit facility ("ABL facility").

In July 2017, we entered into a Share Repurchase Agreement with Refresco, pursuant to which we sold to Refresco, in January 2018, our carbonated soft drinks and juice businesses and our RCI finished goods export business (collectively, the "Traditional Business" and such transaction, the "Traditional Business Divestiture"). The Traditional Business Divestiture was structured as a sale of the assets of our Canadian business and a sale of the stock of the operating subsidiaries engaged in the Traditional Business in the other jurisdictions after we completed an internal reorganization. The aggregate deal consideration was \$1.25 billion, paid at closing in cash, with customary post-closing adjustments resolved in December 2018 by the payment of \$7.9 million from us to Refresco. The Traditional Business Divestiture did not include our North America or Rest of World reporting segments, or our Cott Beverages LLC business.

As a result of the S&D Divestiture and the Traditional Business Divestiture, the operating results associated with the S&D business and the Traditional Business have been presented as discontinued operations for all years presented. The following discussion and analysis of financial condition and results of operations are those of our continuing operations unless otherwise indicated. For additional information regarding our discontinued operations, see Note 2 to the Consolidated Financial Statements.

Acquisitions

On March 2, 2020, pursuant to the terms and conditions of the Agreement and Plan of Merger entered into on January 13, 2020, Cott Corporation completed the acquisition of Primo Water Corporation ("Legacy Primo" and such transaction, the "Legacy Primo Acquisition"). The aggregate consideration paid in the Legacy Primo Acquisition was approximately \$798.2 million and includes \$377.6 million of our common shares issued by us to holders of Legacy Primo common stock, \$216.1 million paid in cash by us to holders of Legacy Primo common stock, \$196.9 million of cash paid to retire outstanding indebtedness on behalf of Legacy Primo, \$4.7 million to settle a pre-existing liability and \$2.9 million in fair value of replacement common share options and restricted stock units for vested Legacy Primo awards. The Legacy Primo Acquisition is consistent with our strategy of transitioning to a pure-play water solutions provider.

In connection with the closing of the Legacy Primo Acquisition, Cott Corporation changed its corporate name to Primo Water Corporation and its ticker symbol on the New York Stock Exchange and Toronto Stock Exchange to "PRMW".

In October 2018, we acquired Mountain Valley, a growing American brand of spring and sparkling bottled water delivered to homes and offices throughout the United States (the “Mountain Valley Acquisition”). The initial purchase price paid by us in the Mountain Valley Acquisition was \$80.4 million on a debt and cash free basis. The post-closing working capital adjustment was resolved in February 2019 by the payment of \$0.4 million by the former owners of Mountain Valley to us. The Mountain Valley Acquisition was funded through a combination of incremental borrowings under our previously existing ABL facility and cash on hand.

In March 2018, we completed the acquisition of Crystal Rock Holdings, Inc., a direct-to-consumer residential and commercial water, coffee and filtration business serving customers throughout New York and New England (“Crystal Rock”). The transaction was structured as a merger following a cash tender offer for all outstanding shares of Crystal Rock, with Crystal Rock becoming our wholly-owned indirect subsidiary. The aggregate consideration paid was \$37.7 million and includes the purchase price paid to the Crystal Rock shareholders of \$20.7 million, \$0.8 million in transaction expenses paid on behalf of the target entity and \$16.2 million of assumed debt and accrued interest obligations of the acquired company that was paid by us.

Financing Activity

On October 22, 2020, we issued €450.0 million (\$551.9 million at exchange rates in effect on January 2, 2021) of 3.875% senior notes due October 31, 2028 (“2028 Notes”) to qualified purchasers in a private placement offering under Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), and outside the United States to non-U.S. purchasers pursuant to Regulation S under the Securities Act and other applicable laws. The 2028 Notes were issued by our wholly-owned subsidiary Primo Water Holdings Inc. The 2028 Notes are guaranteed by the Company and certain subsidiaries that are currently obligors under the Revolving Credit Facility (defined below), the €450.0 million of 5.500% senior notes due July 1, 2024 (“2024 Notes”) and the \$750.0 million of 5.500% senior notes due April 1, 2025 (“2025 Notes”). The 2028 Notes will mature on October 31, 2028 and interest is payable semi-annually on April 30th and October 31st of each year commencing on April 30, 2021. The proceeds of the 2028 Notes, along with borrowings from the Revolving Credit Facility, were used to redeem in full the 2024 Notes and pay related premiums, fees and expenses.

We incurred approximately \$8.5 million of financing fees for the issuance of the 2028 Notes. The financing fees are being amortized using the effective interest method over an eight-year period, which represents the term to maturity of the 2028 Notes. The redemption of the 2024 Notes included \$14.7 million in premium payments, accrued interest of \$9.0 million, and the write-off of \$5.1 million in deferred financing fees.

On March 6, 2020, we entered into a credit agreement among the Company, as parent borrower, Primo Water Holdings Inc. and certain other subsidiary borrowers, certain other subsidiaries of the Company from time to time designated as subsidiary borrowers, Bank of America, N.A., as administrative agent and collateral agent, and the lenders from time to time party thereto (the “Credit Agreement”).

The Credit Agreement provides for a senior secured revolving credit facility in an initial aggregate committed amount of \$350.0 million (the “Revolving Credit Facility”), which may be increased by incremental credit extensions from time to time in the form of term loans or additional revolving credit commitments. The Revolving Credit Facility has a five year maturity date and includes letter of credit and swing line loan sub facilities. Borrowings under the Revolving Credit Facility were used to refinance in full and terminate our previously existing ABL facility.

In January 2018, in connection with the closing of the Traditional Business Divestiture, we used a portion of the proceeds to retire \$525.0 million aggregate principal amount of 5.375% senior notes due 2022 (the “2022 Notes”) and retire the remaining \$250.0 million aggregate principal amount of 10.000% senior secured notes due 2021 (the “DSS Notes”). The redemption of our 2022 Notes included \$21.2 million in premium payments and accrued interest of \$2.2 million. The redemption of our DSS Notes included \$12.5 million in premium payments and accrued interest of \$10.3 million.

We also used a portion of the proceeds from the Traditional Business Divestiture to repay in full our \$262.5 million outstanding balance on our previously existing ABL facility and repay \$1.9 million in aggregate principal outstanding on our capital lease finance arrangement with General Electric Capital Corporation.

Summary Financial Results

Net loss from continuing operations in 2020 was \$156.8 million or \$1.01 per diluted common share, compared with net loss from continuing operations of \$10.8 million or \$0.08 per diluted common share in 2019.

The following items of significance affected our 2020 financial results:

- Net revenue increased \$158.1 million, or 8.8%, in 2020 compared to the prior year due primarily to the addition of revenues from the Legacy Primo business, pricing initiatives, the favorable impact of foreign exchange rates and the impact of the 53rd week in 2020. The increase was partially offset by a decline in water and office coffee services consumption and volumes due to the impact of COVID-19 and the non-recurrence of revenues contributed by our Cott Beverages LLC business, which was sold during the first quarter of 2019. Excluding the impact of foreign exchange and the impact of the 53rd week in 2020, net revenue increased \$133.1 million, or 7.4%, from the prior year;
- Gross profit increased \$52.7, or 5.0%, in 2020 compared to the prior year due primarily to the addition of the Legacy Primo business, pricing initiatives, the favorable impact of foreign exchange rates and the impact of the 53rd week in 2020. The increase was partially offset by a decline in water and office coffee services consumption and volumes due to the impact of COVID-19. Excluding the impact of foreign exchange and the impact of the 53rd week in 2020, gross profit increased \$37.2 million, or 3.5%, from the prior year. Gross profit as a percentage of net revenue decreased to 57.0% in 2020 compared to 59.1% in the prior year;
- SG&A expenses increased to \$1,006.6 million in 2020 compared to \$962.2 million in the prior year due primarily to the addition of the Legacy Primo business, partially offset by lower delivery expenses and cost reduction initiatives executed as a result of the impact of COVID-19, as well as the non-recurrence of SG&A expenses incurred by our Cott Beverages LLC business that was sold during the first quarter of 2019. SG&A expenses as a percentage of net revenue decreased to 51.5% in 2020 compared to 53.6% in the prior year;
- Loss on disposal of property, plant and equipment, net was primarily related to the disposal of \$10.6 million of equipment that was either replaced or no longer being used in our reporting segments;
- Acquisition and integration expenses increased to \$33.7 million in 2020 compared to \$16.4 million in the prior year due primarily to the acquisition and integration of the Legacy Primo business. Acquisition and integration expenses as a percentage of net revenue increased to 1.7% in 2020 compared to 0.9% in the prior year;
- Goodwill and intangible asset impairment charges increased to \$115.2 million from nil in the prior year due primarily to general deterioration in economic and market conditions in which we operate arising from COVID-19.
- Other expense, net was \$18.7 million in 2020 compared to \$3.7 million in the prior year due primarily to the loss recognized on the redemption of our 2024 Notes and an increase of net losses on foreign currency transactions, partially offset by income recognized from a favorable legal settlement, as well as the loss recognized on the sale of our Cott Beverages LLC business in the prior year;
- Income tax expense was \$4.3 million on pre-tax loss from continuing operations of \$152.5 million in 2020 compared to income tax expense of \$4.5 million on pre-tax loss from continuing operations of \$6.3 million in the prior year due primarily to increased losses driven by the impact of the COVID-19 pandemic in 2020 for which minimal tax benefit is recognized, including the impairment charges related to goodwill and intangible assets during the second quarter of 2020;
- Adjusted EBITDA increased to \$361.5 million in 2020 compared to \$287.1 million in the prior year due to the items listed above; and
- Cash flows provided by operating activities from continuing operations was \$193.6 million in 2020 compared to \$205.2 million in the prior year. The \$11.6 million decrease was due primarily to the change in working capital balances, partially offset by the increase in net income from continuing operations, excluding non-cash charges, relative to the prior year.

Critical Accounting Policies

Our significant accounting policies and recently issued accounting pronouncements are described in Note 1 to the Consolidated Financial Statements included in this Annual Report on Form 10-K. We believe the following represent our critical accounting policies:

Estimates

The preparation of the Consolidated Financial Statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the amount of revenue and expenses during the reporting period. Actual results could differ from those estimates. The Consolidated Financial Statements include estimates and assumptions that, in the opinion of management, were significant to the underlying amounts representing the future valuation of intangible assets, long-lived assets and goodwill, realization of deferred income tax assets, the resolution of tax contingencies, and projected benefit plan obligations.

Impairment Testing of Goodwill

Primo operates through two operating segments: North America and Rest of World. These two operating segments are also reportable segments. We evaluate goodwill for impairment on a reporting unit basis, which is an operating segment or a level below an operating segment, referred to as a component. A component of an operating segment is a reporting unit if the component constitutes a business for which discrete financial information is available and management regularly reviews the operating results of that component. However, two or more components of an operating segment can be aggregated and deemed a single reporting unit if the components have similar economic characteristics. Our North America operating segment was determined to have three components: DSS, Aquaterra, and Mountain Valley. We have determined that DSS and Aquaterra have similar economic characteristics and have aggregated them as a single reporting unit for the purpose of testing goodwill for impairment (“DSSAqua”). Our Rest of World operating segment was determined to have four components: Eden, Aimia, Decantae, and Farrers, none of which have similar economic characteristics. For the purpose of testing goodwill for impairment in 2020, we have determined our reporting units are DSSAqua, Mountain Valley, Eden, Aimia, Decantae, and Farrers.

During the second quarter of 2020, given the general deterioration in economic and market conditions in which we operate arising from the COVID-19 pandemic, we identified a triggering event indicating possible impairment of goodwill and intangible assets, as further described below. We did not identify impairment of our property, plant and equipment, lease-related right-of-use assets, or long-lived assets.

Due to the triggering event identified above arising from the impact of the COVID-19 pandemic, we first performed a qualitative assessment of goodwill to determine whether it was more likely than not that the fair value of these reporting units exceeded their respective carrying values. Based on this qualitative assessment, we determined that it was more likely than not that the fair value of our Eden, Aimia, Decantae, and Farrers reporting units did not exceed their respective carrying values. As a result, we performed an interim quantitative impairment test as of June 27, 2020 on these reporting units.

We determined the fair value of the reporting units being evaluated using a mix of the income approach (which is based on the discounted cash flows of the reporting unit) and the guideline public company approach. We weighted the income approach and the guideline public company approach at 50% each to determine the fair value of the reporting unit. We believe using a combination of these approaches provides a more accurate valuation because it incorporates the expected cash generation of the Company, in addition to how a third-party market participant would value the reporting unit. Critical assumptions used in our valuation of the Eden reporting unit included the anticipated future cash flows, a weighted-average terminal revenue growth rate of 1.5% and a discount rate of 9.5%. Critical assumptions used in our valuation of the Aimia, Decantae, and Farrers reporting units included a weighted-average terminal revenue growth rate of 2.0% and a discount rate of 11.5%. The anticipated future cash flows assumption reflects projected revenue growth rates, SG&A expenses and capital expenditures. The terminal growth rate assumption incorporated into the discounted cash flow calculation reflects our long-term view of the market and industry, projected changes in the sale of our products, pricing of such products and operating profit margins. The discount rate was determined using various factors and sensitive assumptions, including bond yields, size premiums and tax rates. This rate was based on the weighted average cost of capital a market participant would use if evaluating the reporting unit as an investment. These assumptions are considered significant unobservable inputs and represent our best estimate of assumptions that market participants would use to determine the fair value of the respective reporting units. The key inputs into the discounted cash flow analysis were consistent with market data, where available, indicating that the assumptions used were in a reasonable range of observable market data.

Based on the quantitative assessment including consideration of the sensitivity of the assumptions made and methods used to determine fair value, industry trends and other relevant factors, we noted that the estimated fair value of the Aimia reporting unit exceeded its carrying value by approximately 23.5%. Therefore, no goodwill impairment charge was recorded for the Aimia reporting unit. Based on the quantitative assessment including consideration of the sensitivity of the assumptions made and methods used to determine fair value, industry trends and other relevant factors, we determined that goodwill was impaired for the Eden, Decantae, and Farrers reporting units and recognized impairment charges of \$103.3 million, \$0.3 million and \$0.5 million, respectively. These impairment charges are included in goodwill and intangible asset impairment charges in the Consolidated Statement of Operations for the year ended January 2, 2021.

We had goodwill of \$1,284.3 million on the Consolidated Balance Sheet at January 2, 2021, which represents amounts for the DSSAqua, Mountain Valley, Eden, Aimia, and Decantae reporting units.

For purposes of the 2020 annual test, we elected to perform a qualitative assessment for our DSSAqua, Mountain Valley, Eden, Aimia, and Decantae reporting units to assess whether it was more likely than not the fair value of these reporting units exceeded their respective carrying values. In performing these assessments, management relied on a number of factors including, but not limited to, macroeconomic conditions, industry and market considerations, cost factors that would have a negative effect on earnings and cash flows, overall financial performance compared with forecasted projections in prior periods, and other relevant reporting unit events, the impact of which are all significant judgments and estimates. Based on these factors, management concluded that it was more likely than not that the fair values of the DSSAqua, Mountain Valley, Eden, Aimia, and Decantae reporting units were greater than their respective carrying amounts, including goodwill, indicating no impairment. Goodwill allocated to the DSSAqua, Mountain Valley, Eden, Aimia, and Decantae reporting units as of January 2, 2021 are \$966.1 million, \$16.0 million, \$246.3 million, \$54.6 million, and \$1.3 million, respectively.

Each year during the fourth quarter, we re-evaluate the assumptions used in our assessments, such as revenue growth rates, SG&A expenses, capital expenditures and discount rates, to reflect any significant changes in the business environment that could materially affect the fair value of our reporting units. Based on the evaluations performed in 2020, we determined that the fair value of each of our reporting units exceeded their carrying amounts.

Impairment Testing of Intangible Assets With an Indefinite Life

Our intangible assets with indefinite lives relate to trademarks acquired in the acquisition of businesses, and there are no legal, regulatory, contractual, competitive, economic, or other factors that limit the useful life of these intangible assets. Our trademarks with indefinite lives are not amortized, but rather are tested for impairment at least annually or more frequently if we determine a triggering event has occurred during the year. We compare the carrying amount of the intangible assets to its fair value and when the carrying amount is greater than the fair value, we recognize an impairment loss. Our intangible assets with indefinite lives relate to trademarks acquired in the Legacy Primo Acquisition (the “Legacy Primo Trademarks”), trademarks acquired in the acquisition of DSS (the “DSS Trademarks”), trademarks acquired in the acquisition of Eden (the “Eden Trademarks”), trademarks acquired in the acquisition of Aquaterra (the “Aquaterra Trademarks”), trademarks acquired in the acquisition of Mountain Valley (the “Mountain Valley Trademarks”) and trademarks acquired in the acquisition of Crystal Rock (the “Crystal Rock Trademarks”).

As a result of the triggering event described above arising from the impact of the COVID-19 pandemic, we also performed recoverability tests on our intangible assets, primarily trademarks, within each of our reporting segments as of June 27, 2020. We assessed qualitative factors to determine whether the existence of events or circumstances indicated that it was more likely than not that the fair value of our trademarks with indefinite lives were less than their respective carrying value. The qualitative factors we assessed included macroeconomic conditions, industry and market considerations, cost factors that would have a negative effect on earnings and cash flows, overall financial performance compared with forecasted projections in prior periods, and other relevant events, the impact of which are all significant judgments and estimates. Based on this qualitative assessment, we determined that impairment was more likely than not with the Eden Trademarks and the Aquaterra Trademarks. As a result, we performed an interim quantitative impairment test as of June 27, 2020 on these intangible assets.

To determine the fair value of the trademarks with indefinite lives associated with our Eden and Aquaterra businesses, we use a relief from royalty method of the income approach, which calculates a fair value royalty rate that is applied to revenue forecasts associated with those trademarks. The resulting cash flows are discounted using a rate to reflect the risk of achieving the projected royalty savings attributable to the trademarks. The assumptions used to estimate the fair value of these trademarks are subjective and require significant management judgment, including estimated future revenues, the royalty rate (which is estimated to be a reasonable market royalty charge that would be charged by a licensor of the trademarks) and the risk adjusted discount rate. Based on our impairment test, we determined the Eden Trademarks and the Aquaterra Trademarks were impaired and recognized impairment charges of \$9.9 million and \$1.2 million, respectively. These impairment charges are included in goodwill and intangible asset impairment charges in the Consolidated Statement of Operations for the year ended January 2, 2021.

As of January 2, 2021, the trademarks with indefinite lives have an aggregate net book value of \$455.5 million.

During the fourth quarter of 2020, management concluded that it was more likely than not that the fair value of the Legacy Primo Trademarks, DSS Trademarks, Eden Trademarks, Aquaterra Trademarks, Mountain Valley Trademarks and Crystal Rock Trademarks were greater than their respective carrying value, indicating no impairment.

We assessed qualitative factors to determine whether the existence of events or circumstances indicated that it was more likely than not that the fair value of the DSS Trademarks, Aquaterra Trademarks, Mountain Valley Trademarks and Crystal Rock Trademarks were less than their respective carrying value. The qualitative factors we assessed included macroeconomic conditions, industry and market considerations, cost factors that would have a negative effect on earnings and cash flows, overall financial performance compared with forecasted projections in prior periods, and other relevant events, the impact of which are all significant judgments and estimates. We concluded that it was more likely than not that the fair value of the DSS Trademarks, Aquaterra Trademarks, Mountain Valley Trademarks and Crystal Rock Trademarks were more than its carrying value and therefore we were not required to perform any additional testing. The Legacy Primo Trademarks were acquired in 2020 and since we noted no changes to the business environment, operations or use of the trademarks, we did not perform an impairment test with respect to these trademarks.

Other Intangible Assets

As of January 2, 2021, our intangible assets subject to amortization, net of accumulated amortization for continuing operations were \$532.1 million, consisting principally of \$485.2 million of customer relationships that arose from acquisitions, \$24.3 million of software, and \$12.8 million of patents. Customer relationships are typically amortized on an accelerated basis for the period over which we expect to receive the economic benefits. The customer relationship intangible assets acquired in our acquisitions are amortized over the expected remaining useful life of those relationships on a basis that reflects the pattern of realization of the estimated undiscounted after-tax cash flows. We review the estimated useful life of these intangible assets annually, unless a review is required more frequently due to a triggering event, such as the loss of a significant customer. Our review of the estimated useful life takes into consideration the specific net cash flows related to the intangible asset. The permanent loss of, or significant decline in sales to customers included in the intangible asset would result in either an impairment in the value of the intangible asset or an accelerated amortization of any remaining value and could lead to an impairment of the fixed assets that were used to service that customer. In 2020, we recorded \$245.2 million in customer relationships acquired with the Legacy Primo Acquisition. We did not record impairment charges for intangible assets subject to amortization in 2020, 2019 or 2018.

Impairment and Disposal of Long-Lived Assets

When adverse events occur, we compare the carrying amount of long-lived assets to the estimated undiscounted future cash flows at the lowest level of independent cash flows for the group of long-lived assets and recognize any impairment loss based on discounted cash flows in the Consolidated Statements of Operations, taking into consideration the timing of testing and the asset's remaining useful life. The expected life and value of these long-lived assets is based on an evaluation of the competitive environment, history and future prospects as appropriate.

Income Taxes

We are subject to income taxes in Canada as well as in numerous foreign jurisdictions. Significant judgments and estimates are required in determining the income tax expense in these jurisdictions. Our income tax expense, deferred tax assets and liabilities and reserves for unrecognized tax benefits reflect management's best assessment of estimated future taxes to be paid in the jurisdictions in which we operate.

Deferred income taxes arise from temporary differences between the tax and financial statement recognition of revenue and expense. In evaluating our ability to recover our deferred tax assets within the jurisdiction from which they arise we consider all available positive and negative evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax planning strategies and recent financial operations. In projecting future taxable income, we begin with historical results adjusted for the results of discontinued operations and changes in accounting policies and incorporate assumptions including the amount of future Canadian and foreign pre-tax income, the reversal of temporary differences, and the implementation of feasible and prudent tax planning strategies. These assumptions require significant judgment about the forecasts of future taxable income and are consistent with the plans and estimates we are using to manage the underlying businesses. Changes in tax laws and rates could also affect recorded deferred tax assets and liabilities in the future.

The calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax laws and regulations in a multitude of jurisdictions across our global operations.

Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 740, "Income Taxes" ("ASC 740") provides that a tax benefit from an uncertain tax position may be recognized when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, based on the technical merits. ASC 740 also provides guidance on measurement, derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition.

We recognize tax liabilities in accordance with ASC 740 and we adjust these liabilities when our judgment changes as a result of the evaluation of new information not previously available. Due to the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from our current estimate of the tax liabilities. These differences will be reflected as increases or decreases to income tax expense in the period in which they are determined.

Pension Costs

We account for our defined benefit pension plans in accordance with ASC No. 715-20, “Compensation—Defined Benefit Plans—General” (“ASC 715-20”). The funded status is the difference between the fair value of plan assets and the benefit obligation. The adjustment to accumulated other comprehensive income represents the net unrecognized actuarial gains or losses and unrecognized prior service costs. Future actuarial gains or losses that are not recognized as net periodic benefits cost in the same periods will be recognized as a component of other comprehensive income.

We maintain several defined benefit plans that cover certain of our employees. We record the expenses associated with these plans based on calculations which include various actuarial assumptions such as discount rates and expected long-term rates of return on plan assets. Material changes in pension costs may occur in the future due to changes in these assumptions. Future annual amounts could be impacted by changes in the discount rate, changes in the expected long-term rate of return, changes in the level of contributions to the plans and other factors.

We utilize a yield curve analysis to determine the discount rates for our defined benefit plans’ obligations. The yield curve considers pricing and yield information for high quality corporate bonds with maturities matched to estimated payouts of future pension benefits. The expected return on plan assets is based on our expectation of the long-term rates of return on each asset class based on the current asset mix of the funds, considering the historical returns earned on the type of assets in the funds. We review our actuarial assumptions on an annual basis and make modifications to the assumptions based on current rates and trends when appropriate. The effects of the modifications to the actuarial assumptions which impact the projected benefit obligation are amortized over future periods.

In connection with certain other collective bargaining agreements to which we are a party, we are required to make contributions on behalf of certain union employees to multiemployer pension plans. The ongoing contributions and liabilities associated with these plans are not material.

Non-GAAP Measures

In this Annual Report on Form 10-K, we supplement our reporting of financial measures determined in accordance with GAAP by utilizing certain non-GAAP financial measures that exclude certain items to make period-over-period comparisons for our underlying operations before material charges. We exclude these items to better understand trends in the business. We exclude the impact of foreign exchange to separate the impact of currency exchange rate changes from our results of operations. We also exclude the impact of the 53rd week of operations for the fiscal year ended January 2, 2021.

We also utilize (loss) earnings before interest expense, taxes, depreciation and amortization (“EBITDA”), which is GAAP net (loss) income from continuing operations before interest expense, net, expense (benefit) for income taxes and depreciation and amortization. We consider EBITDA to be an indicator of operating performance. We also use EBITDA, as do analysts, lenders, investors and others, because it excludes certain items that can vary widely across different industries or among companies within the same industry. These differences can result in considerable variability in the relative costs of productive assets and the depreciation and amortization expense among companies. We also utilize adjusted EBITDA, which is EBITDA excluding acquisition and integration costs, share-based compensation costs, COVID-19 costs, goodwill and intangible asset impairment charges, foreign exchange and other losses (gains), net, loss on disposal of property, plant and equipment, net, loss (gain) on extinguishment of long-term debt, (gain) loss on sale of business, and other adjustments, net, as the case may be (“Adjusted EBITDA”). We consider Adjusted EBITDA to be an indicator of our operating performance. Adjusted EBITDA excludes certain items to make more meaningful period-over-period comparisons of our underlying operations before material changes.

Because we use these adjusted financial results in the management of our business and to understand underlying business performance, we believe this supplemental information is useful to investors for their independent evaluation and understanding of our business performance and the performance of our management. The non-GAAP financial measures described above are in addition to, and not meant to be considered superior to, or a substitute for, our financial statements prepared in accordance with GAAP. In addition, the non-GAAP financial measures included in this Annual Report on Form 10-K reflect our judgment of particular items, and may be different from, and therefore may not be comparable to, similarly titled measures reported by other companies.

The following table summarizes our Consolidated Statements of Operations as a percentage of net revenue for 2020, 2019 and 2018:

| (in millions of U.S. dollars) | 2020 | | 2019 | | 2018 | |
|--|------------|-----------------------|------------|-----------------------|------------|-----------------------|
| | | Percentage of Revenue | | Percentage of Revenue | | Percentage of Revenue |
| Revenue, net | \$ 1,953.5 | 100.0 % | \$ 1,795.4 | 100.0 % | \$ 1,791.0 | 100.0 % |
| Cost of sales | 839.6 | 43.0 % | 734.2 | 40.9 % | 767.4 | 42.8 % |
| Gross profit | 1,113.9 | 57.0 % | 1,061.2 | 59.1 % | 1,023.6 | 57.2 % |
| Selling, general and administrative expenses | 1,006.6 | 51.5 % | 962.2 | 53.6 % | 955.0 | 53.3 % |
| Loss on disposal of property, plant and equipment, net | 10.6 | 0.5 % | 7.6 | 0.4 % | 8.7 | 0.5 % |
| Acquisition and integration expenses | 33.7 | 1.7 % | 16.4 | 0.9 % | 17.2 | 1.0 % |
| Goodwill and intangible asset impairment charges | 115.2 | 5.9 % | — | — % | — | — % |
| Operating (loss) income | (52.2) | (2.7) % | 75.0 | 4.2 % | 42.7 | 2.4 % |
| Other expense (income), net | 18.7 | 1.0 % | 3.7 | 0.2 % | (42.0) | (2.3) % |
| Interest expense, net | 81.6 | 4.2 % | 77.6 | 4.3 % | 77.6 | 4.3 % |
| (Loss) income from continuing operations before income taxes | (152.5) | (7.8) % | (6.3) | (0.4) % | 7.1 | 0.4 % |
| Income tax expense (benefit) | 4.3 | 0.2 % | 4.5 | 0.3 % | (8.3) | (0.5) % |
| Net (loss) income from continuing operations | (156.8) | (8.0) % | (10.8) | (0.6) % | 15.4 | 0.9 % |
| Net income from discontinued operations, net of income taxes (Note 2) | 25.1 | 1.3 % | 13.7 | 0.8 % | 368.1 | 20.6 % |
| Net (loss) income | (131.7) | (6.7) % | 2.9 | 0.2 % | 383.5 | 21.4 % |
| Less: Net income attributable to non-controlling interests - discontinued operations | \$ — | — % | \$ — | — % | \$ 0.6 | — % |
| Net (loss) income attributable to Primo Water Corporation | \$ (131.7) | (6.7) % | \$ 2.9 | 0.2 % | \$ 382.9 | 21.4 % |
| Depreciation & amortization | \$ 202.1 | 10.3 % | \$ 168.6 | 9.4 % | \$ 171.7 | 9.6 % |

During the second quarter of 2020, we implemented a restructuring program intended to optimize synergies from the Company's transition to a pure-play water company following the Legacy Primo Acquisition and, as a result, reorganized into two reporting segments: North America (which includes our DSS, Aquaterra, Mountain Valley and Legacy Primo businesses) and Rest of World (which includes our Eden, Aimia, Decantae and Farrers businesses). Our corporate oversight function and other miscellaneous expenses are aggregated and included in the All Other category. Segment reporting results have been recast to reflect these changes for all periods presented.

The following table summarizes our net revenue, gross profit, SG&A expenses and operating (loss) income by reporting segment for 2020, 2019 and 2018:

| (in millions of U.S. dollars) | 2020 | 2019 | 2018 |
|---|-------------------|-------------------|-------------------|
| <i>Revenue, net</i> | | | |
| North America | \$ 1,493.2 | \$ 1,269.8 | \$ 1,188.4 |
| Rest of World | 460.3 | 518.4 | 521.9 |
| All Other | — | 7.2 | 80.7 |
| Total | <u>\$ 1,953.5</u> | <u>\$ 1,795.4</u> | <u>\$ 1,791.0</u> |
| <i>Gross profit</i> | | | |
| North America | \$ 862.9 | \$ 770.5 | \$ 718.6 |
| Rest of World | 251.0 | 290.4 | 293.0 |
| All Other | — | 0.3 | 12.0 |
| Total | <u>\$ 1,113.9</u> | <u>\$ 1,061.2</u> | <u>\$ 1,023.6</u> |
| <i>Selling, general and administrative expenses</i> | | | |
| North America | \$ 710.0 | \$ 668.2 | \$ 636.5 |
| Rest of World | 244.8 | 252.0 | 259.7 |
| All Other | 51.8 | 42.0 | 58.8 |
| Total | <u>\$ 1,006.6</u> | <u>\$ 962.2</u> | <u>\$ 955.0</u> |
| <i>Operating (loss) income</i> | | | |
| North America | \$ 132.1 | \$ 92.7 | \$ 69.2 |
| Rest of World | (111.4) | 29.1 | 26.8 |
| All Other | (72.9) | (46.8) | (53.3) |
| Total | <u>\$ (52.2)</u> | <u>\$ 75.0</u> | <u>\$ 42.7</u> |

The following tables summarize revenue by channel for 2020, 2019 and 2018:

| (in millions of U.S. dollars) | For the Year Ended January 2, 2021 | | | |
|--------------------------------------|---|----------------------|------------------|-------------------|
| | North America | Rest of World | All Other | Total |
| <i>Revenue, net</i> | | | | |
| Water Direct/Water Exchange | \$ 965.8 | \$ 211.6 | \$ — | \$ 1,177.4 |
| Water Refill/Water Filtration | 175.1 | 29.3 | — | 204.4 |
| Other Water | 160.7 | 63.5 | — | 224.2 |
| Water Dispensers | 75.9 | — | — | 75.9 |
| Other | 115.7 | 155.9 | — | 271.6 |
| Total | \$ 1,493.2 | \$ 460.3 | \$ — | \$ 1,953.5 |

| (in millions of U.S. dollars) | For the Year Ended December 28, 2019 | | | |
|--------------------------------------|---|----------------------|------------------|-------------------|
| | North America | Rest of World | All Other | Total |
| <i>Revenue, net</i> | | | | |
| Water Direct/Water Exchange | \$ 905.1 | \$ 252.7 | \$ — | \$ 1,157.8 |
| Water Refill/Water Filtration | 35.6 | 26.8 | — | 62.4 |
| Other Water | 157.8 | 59.4 | — | 217.2 |
| Other | 171.3 | 179.5 | 7.2 | 358.0 |
| Total | \$ 1,269.8 | \$ 518.4 | \$ 7.2 | \$ 1,795.4 |

| (in millions of U.S. dollars) | For the Year Ended December 29, 2018 | | | |
|--------------------------------------|---|----------------------|------------------|-------------------|
| | North America | Rest of World | All Other | Total |
| <i>Revenue, net</i> | | | | |
| Water Direct/Water Exchange | \$ 841.0 | \$ 261.5 | \$ — | \$ 1,102.5 |
| Water Refill/Water Filtration | 35.7 | 26.0 | — | 61.7 |
| Other Water | 159.5 | 55.5 | — | 215.0 |
| Other | 152.2 | 178.9 | 80.7 | 411.8 |
| Total | \$ 1,188.4 | \$ 521.9 | \$ 80.7 | \$ 1,791.0 |

Results of Operations

The following table summarizes the change in revenue by reporting segment for 2020:

| (in millions of U.S. dollars) | For the Year Ended January 2, 2021 | | | |
|---|---|----------------------|------------------|--------------|
| | North America | Rest of World | All Other | Total |
| Change in revenue | \$ 223.4 | \$ (58.1) | \$ (7.2) | \$ 158.1 |
| Impact of foreign exchange ¹ | 0.5 | (6.1) | — | (5.6) |
| Change excluding foreign exchange | \$ 223.9 | \$ (64.2) | \$ (7.2) | \$ 152.5 |
| Percentage change in revenue | 17.6 % | (11.2)% | (100.0)% | 8.8 % |
| Percentage change in revenue excluding foreign exchange | 17.6 % | (12.4)% | (100.0)% | 8.5 % |
| Impact of 53rd week in 2020 | (18.9) | (0.5) | — | (19.4) |
| Change excluding foreign exchange and impact of 53rd week in 2020 | \$ 205.0 | \$ (64.7) | \$ (7.2) | \$ 133.1 |
| Percentage change in revenue excluding foreign exchange and impact of 53rd week in 2020 | 16.1 % | (12.5)% | (100.0)% | 7.4 % |

¹ Impact of foreign exchange is the difference between the current year's revenue translated utilizing the current year's average foreign exchange rates less the current year's revenue translated utilizing the prior year's average foreign exchange rates.

The following table summarizes the change in revenue by reporting segment for 2019:

| (in millions of U.S. dollars) | For the Year Ended December 28, 2019 | | | |
|---|---|----------------------|------------------|--------------|
| | North America | Rest of World | All Other | Total |
| Change in revenue | \$ 81.4 | \$ (3.5) | \$ (73.5) | \$ 4.4 |
| Impact of foreign exchange ¹ | 1.5 | 20.6 | — | 22.1 |
| Change excluding foreign exchange | \$ 82.9 | \$ 17.1 | \$ (73.5) | \$ 26.5 |
| Percentage change in revenue | 6.8 % | (0.7)% | (91.1)% | 0.2 % |
| Percentage change in revenue excluding foreign exchange | 7.0 % | 3.3 % | (91.1)% | 1.5 % |

¹ Impact of foreign exchange is the difference between the current year's revenue translated utilizing the current year's average foreign exchange rates less the current year's revenue translated utilizing the prior year's average foreign exchange rates.

The following tables summarize the change in gross profit by reporting segment for 2020:

| (in millions of U.S. dollars) | For the Year Ended January 2, 2021 | | | |
|--|---|----------------------|------------------|--------------|
| | North America | Rest of World | All Other | Total |
| Change in gross profit | \$ 92.4 | \$ (39.4) | \$ (0.3) | \$ 52.7 |
| Impact of foreign exchange ¹ | 0.3 | (3.6) | — | (3.3) |
| Change excluding foreign exchange | \$ 92.7 | \$ (43.0) | \$ (0.3) | \$ 49.4 |
| Percentage change in gross profit | 12.0 % | (13.6)% | (100.0)% | 5.0 % |
| Percentage change in gross profit excluding foreign exchange | 12.0 % | (14.8)% | (100.0)% | 4.7 % |
| Impact of 53rd week in 2020 | (12.2) | — | — | (12.2) |
| Change excluding foreign exchange and impact of 53rd week in 2020 | \$ 80.5 | \$ (43.0) | \$ (0.3) | \$ 37.2 |
| Percentage change in gross profit excluding foreign exchange and impact of 53rd week in 2020 | 10.4 % | (14.8)% | (100.0)% | 3.5 % |

¹ Impact of foreign exchange is the difference between the current year's gross profit translated utilizing the current year's average foreign exchange rates less the current year's gross profit translated utilizing the prior year's average foreign exchange rates.

The following tables summarize the change in gross profit by reporting segment for 2019:

| (in millions of U.S. dollars) | For the Year Ended December 28, 2019 | | | |
|--|---|----------------------|------------------|--------------|
| | North America | Rest of World | All Other | Total |
| Change in gross profit | \$ 51.9 | \$ (2.6) | \$ (11.7) | \$ 37.6 |
| Impact of foreign exchange ¹ | 0.8 | 11.7 | — | 12.5 |
| Change excluding foreign exchange | \$ 52.7 | \$ 9.1 | \$ (11.7) | \$ 50.1 |
| Percentage change in gross profit | 7.2 % | (0.9)% | (97.5)% | 3.7 % |
| Percentage change in gross profit excluding foreign exchange | 7.3 % | 3.1 % | (97.5)% | 4.9 % |

¹ Impact of foreign exchange is the difference between the current year's gross profit translated utilizing the current year's average foreign exchange rates less the current year's gross profit translated utilizing the prior year's average foreign exchange rates.

Our corporate oversight function is not treated as a segment; it includes certain general and administrative costs that are disclosed in the All Other category.

The following table summarizes our EBITDA and Adjusted EBITDA for the fiscal years ended January 2, 2021, December 28, 2019 and December 29, 2018, respectively.

| (in millions of U.S. dollars) | For the Year Ended | | |
|--|---------------------------|--------------------------|--------------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| Net (loss) income from continuing operations | \$ (156.8) | \$ (10.8) | \$ 15.4 |
| Interest expense, net | 81.6 | 77.6 | 77.6 |
| Income tax expense (benefit) | 4.3 | 4.5 | (8.3) |
| Depreciation and amortization | 202.1 | 168.6 | 171.7 |
| EBITDA ¹ | \$ 131.2 | \$ 239.9 | \$ 256.4 |
| Acquisition and integration costs ² | 33.7 | 16.4 | 17.2 |
| Share-based compensation costs | 22.1 | 9.9 | 18.3 |
| COVID-19 costs | 20.8 | — | — |
| Goodwill and intangible asset impairment charges | 115.2 | — | — |
| Foreign exchange and other losses (gains), net | 1.5 | 0.9 | (10.8) |
| Loss on disposal of property, plant and equipment, net | 10.6 | 7.6 | 8.7 |
| Loss (gain) on extinguishment of long-term debt | 19.7 | — | (7.1) |
| (Gain) loss on sale of business | (0.6) | 6.0 | (6.0) |
| Other adjustments, net | 7.3 | 6.4 | (9.9) |
| Adjusted EBITDA ¹ | \$ 361.5 | \$ 287.1 | \$ 266.8 |

¹ Includes \$3.9 million of benefit associated with the 53rd week for the year ended January 2, 2021.

² Includes an increase of \$1.8 million and \$0.8 million of share-based compensation costs for the years ended December 28, 2019 and December 29, 2018, respectively, related to awards granted in connection with the acquisition of our Eden business.

Year Ended January 2, 2021 Compared to Year Ended December 28, 2019

Revenue, Net

Net revenue increased \$158.1 million, or 8.8%, in 2020 from 2019. Excluding the impact of foreign exchange and the impact of the 53rd week in 2020, net revenue increased \$133.1 million, or 7.4%, in 2020 from 2019.

North America net revenue increased \$223.4 million, or 17.6%, in 2020 from 2019. Excluding the impact of foreign exchange and the impact of the 53rd week in 2020, net revenue increased \$205.0 million, or 16.1%, in 2020 from 2019, due primarily to the addition of revenues from the Legacy Primo business and pricing initiatives, partially offset by a decline in water and office coffee services consumption and volumes due to the impact of COVID-19.

Rest of World net revenue decreased \$58.1 million, or 11.2%, in 2020 from 2019. Excluding the impact of foreign exchange and the impact of the 53rd week in 2020, net revenue decreased \$64.7 million, or 12.5%, in 2020 from 2019, due primarily to a decline in water consumption and volumes due to the impact of COVID-19.

All Other net revenue decreased \$7.2 million, or 100.0%, in 2020 from 2019, due primarily to the non-recurrence of revenue contributed by our Cott Beverages LLC business, which was sold in the first quarter of 2019.

Gross Profit

Gross profit increased \$52.7 million, or 5.0%, in 2020 from 2019. Excluding the impact of foreign exchange and the impact of the 53rd week in 2020, gross profit increased \$37.2 million, or 3.5%, in 2020 from 2019. Gross profit as a percentage of net revenue was 57.0% in 2020 compared to 59.1% in 2019.

North America gross profit increased \$92.4 million, or 12.0%, in 2020 from 2019. Excluding the impact of foreign exchange and the impact of the 53rd week in 2020, gross profit increased \$80.5 million, or 10.4%, in 2020 from 2019, due primarily to the addition of the Legacy Primo business and pricing initiatives, partially offset by a decline in water and office coffee services consumption and volumes as a result of the impact of COVID-19.

Rest of World gross profit decreased \$39.4 million, or 13.6%, in 2020 from 2019. Excluding the impact of foreign exchange and the impact of the 53rd week in 2020, gross profit decreased \$43.0 million, or 14.8%, in 2020 from 2019, due primarily to a decline in water consumption and volumes due to the effect of COVID-19.

All Other gross profit decreased to nil in 2020 compared to \$0.3 million in 2019, due primarily to the non-recurrence of gross profit contributed by our Cott Beverages LLC business, which was sold in the first quarter of 2019.

Selling, General and Administrative Expenses

SG&A expenses increased to \$1,006.6 million in 2020 compared to \$962.2 million in 2019. SG&A expenses as a percentage of net revenue was 51.5% in 2020 compared to 53.6% in 2019.

North America SG&A expenses increased to \$710.0 million in 2020 compared to \$668.2 million in 2019, due primarily to the addition of the Legacy Primo business, partially offset by lower delivery expenses and cost reduction initiatives executed as a result of the impact of COVID-19.

Rest of World SG&A expenses decreased to \$244.8 million in 2020 compared to \$252.0 million in 2019, due primarily to lower delivery expenses and cost reduction initiatives executed as a result of the impact of COVID-19, as well as wage subsidies received, partially offset by an increase in severance costs.

All Other SG&A expenses increased to \$51.8 million in 2020 compared to \$42.0 million in 2019, due primarily to an increase in professional fees and share-based compensation costs, partially offset by the non-recurrence of SG&A expenses incurred by our Cott Beverages LLC business, which was sold in the first quarter of 2019.

Acquisition and Integration Expenses

Acquisition and integration expenses increased to \$33.7 million in 2020 compared to \$16.4 million in 2019. Acquisition and integration expenses as a percentage of net revenue was 1.7% in 2020 compared to 0.9% in 2019.

North America acquisition and integration expenses increased to \$9.8 million in 2020 compared to \$3.0 million in 2019, due primarily to the addition of the Legacy Primo business. The expenses in 2019 related primarily to the additions of our Mountain Valley and Crystal Rock businesses.

Rest of World acquisition and integration expenses decreased to \$2.8 million in 2020 compared to \$8.3 million in 2019, due primarily to a reduction in costs associated with tuck-in acquisitions.

All Other acquisition and integration expenses increased to \$21.1 million in 2020 compared to \$5.1 million in 2019, due primarily to the addition of the Legacy Primo business.

Goodwill and Intangible Asset Impairment Charges

Goodwill and intangible asset impairment charges increased to \$115.2 million in 2020 compared to nil in 2019. Goodwill and intangible asset impairment charges as a percentage of revenue was 5.9% in 2020 compared to nil in 2019.

North America goodwill and intangible asset impairment charges increased to \$1.2 million in 2020 compared to nil in 2019 due to impairment charges recorded on certain of our Canadian trademarks.

Rest of World goodwill and intangible asset impairment charges increased to \$114.0 million in 2020 compared to nil in 2019 due primarily to general deterioration in economic and market conditions in which we operate arising from COVID-19.

Operating (Loss) Income

Operating loss was \$52.2 million in 2020 compared to operating income of \$75.0 million in 2019.

North America operating income increased to \$132.1 million in 2020 compared to \$92.7 million in 2019, due to the items discussed above.

Rest of World operating loss was \$111.4 million in 2020 compared to operating income of \$29.1 million in 2019, due to the items discussed above.

All Other operating loss increased to \$72.9 million in 2020 compared to \$46.8 million in 2019, due to the items discussed above.

Other Expense, Net

Other expense, net was \$18.7 million in 2020 compared to \$3.7 million in 2019, due primarily to the loss recognized on the redemption of our 2024 Notes and an increase of net losses on foreign currency transactions, partially offset by income recognized from a favorable legal settlement, as well as the loss recognized on the sale of our Cott Beverages LLC business in the prior year.

Income Taxes

Income tax expense was \$4.3 million in 2020 compared to \$4.5 million in 2019. The effective tax rate was (2.8)% in 2020 compared to (71.4)% in 2019.

The effective tax rate for 2020 varied from the effective tax rate from 2019 due to increased losses primarily driven by the impact of the COVID-19 pandemic in the current year for which minimal tax benefit is recognized, including the impairment charges related to goodwill and intangible assets during the second quarter of 2020. The effective tax rate for 2020 differs from the Canadian statutory rate primarily due to: (a) significant permanent differences for which we have not recognized a tax benefit; (b) income in tax jurisdictions with lower statutory tax rates than Canada; and (c) losses in tax jurisdictions with existing valuations allowances.

Year Ended December 28, 2019 Compared to Year Ended December 29, 2018

Revenue, Net

Net revenue increased \$4.4 million, or 0.2%, in 2019 from 2018.

North America net revenue increased \$81.4 million, or 6.8%, in 2019 from 2018, due primarily to the addition of revenues from the Mountain Valley and Crystal Rock businesses, pricing initiatives, and growth within our residential and commercial water delivery operation and retail.

Rest of World net revenue decreased \$3.5 million, or 0.7% in 2019 from 2018, due primarily to the unfavorable impact of foreign exchange rates, partially offset by growth within our residential and commercial water delivery operations.

All Other net revenue decreased \$73.5 million, or 91.1%, in 2019 from 2018, due primarily to less revenue being contributed by our Cott Beverages LLC business, which was sold in the first quarter of 2019.

Gross Profit

Gross profit increased \$37.6 million, or 3.7%, in 2019 from 2018. Gross profit as a percentage of net revenue was 59.1% in 2019 compared to 57.2% in 2018.

North America gross profit increased \$51.9 million, or 7.2%, in 2019 from 2018, due primarily to the addition of the Mountain Valley and Crystal Rock businesses, pricing initiatives and growth within our residential and commercial water delivery operations.

Rest of World gross profit decreased \$2.6 million, or 0.9%, in 2019 from 2018, due primarily to the unfavorable impact of foreign exchange rates, partially offset by growth within our residential and commercial water delivery operations.

All Other gross profit decreased \$11.7 million, or 97.5%, in 2019 from 2018, due primarily to less gross profit contributed by our Cott Beverages LLC business, which was sold in the first quarter of 2019.

Selling, General and Administrative Expenses

SG&A expenses increased to \$962.2 million in 2019 compared to \$955.0 million in 2018. SG&A expenses as a percentage of net revenue was 53.6% in 2019 compared to 53.3% in 2018.

North America SG&A expenses increased to \$668.2 million in 2019 compared to \$636.5 million in 2018, due primarily to the addition of the Mountain Valley and Crystal Rock businesses, partially offset by a decrease in amortization expense.

Rest of World SG&A expenses decreased to \$252.0 million in 2019 compared to \$259.7 million in 2018, due primarily to the favorable impact of foreign exchange rates.

All Other SG&A expenses decreased to \$42.0 million in 2019 compared to \$58.8 million in 2018, due primarily to lower SG&A expenses contributed by our Cott Beverages LLC business, which was sold in the first quarter of 2019, and a decrease in professional fees.

Acquisition and Integration Expenses

Acquisition and integration expenses decreased to \$16.4 million in 2019 compared to \$17.2 million in 2018. Acquisition and integration expenses as a percentage of net revenue was 0.9% in 2019 compared to 1.0% in 2018.

North America acquisition and integration expenses decreased to \$3.0 million in 2019 compared to \$5.2 million in 2018, due primarily to the reduction in costs with the integration of the Mountain Valley and Crystal Rock businesses.

Rest of World acquisition and integration expenses increased to \$8.3 million in 2019 compared to \$5.4 million in 2018, due primarily to an increase in costs associated with tuck-in acquisitions.

All Other acquisition and integration expenses decreased to \$5.1 million in 2019 compared to \$6.6 million in 2018, due primarily to the reduction in costs with the integration of the Mountain Valley and Crystal Rock businesses.

Operating Income

Operating income increased to \$75.0 million in 2019 compared to \$42.7 million in 2018.

North America operating income increased to \$92.7 million in 2019 compared to \$69.2 million in 2018, due to the items discussed above.

Rest of World operating income increased to \$29.1 million in 2019 compared to \$26.8 million in 2018, due to the items discussed above.

All Other operating loss decreased to \$46.8 million in 2019 compared to \$53.3 million in 2018, due to the items discussed above.

Other Expense (Income), Net

Other expense, net was \$3.7 million in 2019 compared to other income, net of \$42.0 million in 2018, due primarily to the loss recognized on the sale of our Cott Beverages LLC business and an increase of net losses on foreign currency transactions in the current year versus gains recognized on the redemption of the DSS Notes and the sale of our 3G and 5G bottled water container manufacturing business, mark to market gains on warrant securities, and income recognized from favorable legal settlements in the prior year.

Income Taxes

Income tax expense was \$4.5 million in 2019 compared to income tax benefit of \$8.3 million in 2018. The effective tax rate was (71.4)% in 2019 compared to (116.9)% in 2018. The income tax expense in 2019 was due primarily to increased income incurred in taxable jurisdictions. The income tax benefit in 2018 was due primarily to a \$5.6 million release of a Canadian valuation allowance and releases of various uncertain tax positions. The 2019 effective tax rate differs from the Canadian statutory rate primarily due to: (a) significant permanent differences for which we have recognized a tax benefit; (b) income in tax jurisdictions with lower statutory tax rates than Canada; and (c) losses in tax jurisdictions with existing valuation allowances.

Liquidity and Capital Resources

The following table summarizes our cash flows for 2020, 2019 and 2018 as reported in our Consolidated Statements of Cash Flows in the accompanying Consolidated Financial Statements:

| (in millions of U.S. dollars) | For the Year Ended | | |
|---|--------------------|-------------------|-------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| Net cash provided by operating activities from continuing operations | \$ 193.6 | \$ 205.2 | \$ 196.3 |
| Net cash used in investing activities from continuing operations | (566.9) | (111.6) | (268.1) |
| Net cash used in financing activities from continuing operations | (91.0) | (65.4) | (296.6) |
| Cash flows from discontinued operations: | | | |
| Net cash (used in) provided by operating activities from discontinued operations | (17.4) | 41.6 | (49.6) |
| Net cash provided by (used in) investing activities from discontinued operations | 388.9 | (36.2) | 1,210.9 |
| Net cash used in financing activities from discontinued operations | (0.1) | (0.6) | (769.7) |
| Effect of exchange rate changes on cash | 2.5 | 1.7 | (10.3) |
| Net (decrease) increase in cash, cash equivalents and restricted cash | (90.4) | 34.7 | 12.9 |
| Cash and cash equivalents and restricted cash, beginning of year | 205.5 | 170.8 | 157.9 |
| Cash and cash equivalents and restricted cash, end of year | 115.1 | 205.5 | 170.8 |
| Cash and cash equivalents and restricted cash of discontinued operations, end of year | — | 48.6 | 32.1 |
| Cash and cash equivalents and restricted cash from continuing operations, end of year | \$ 115.1 | \$ 156.9 | \$ 138.7 |

Operating Activities

Cash provided by operating activities from continuing operations was \$193.6 million in 2020 compared to \$205.2 million in 2019 and \$196.3 million in 2018. The \$11.6 million decrease in 2020 compared to 2019 was due primarily to the change in working capital balances, partially offset by the increase in net income from continuing operations, excluding non-cash charges, relative to the prior year.

The \$8.9 million increase in 2019 compared to 2018 was due primarily to the change in working capital balances relative to the prior year, partially offset by the decrease in net income from continuing operations.

Investing Activities

Cash used in investing activities from continuing operations was \$566.9 million in 2020 compared to \$111.6 million in 2019 and \$268.1 million in 2018. The \$455.3 million increase in 2020 compared to 2019 was due primarily to the cash used to acquire our Legacy Primo business, an increase in additions to property, plant and equipment relative to the prior year, and cash received from the sale of our Cott Beverages LLC business in the prior year.

The \$156.5 million decrease in 2019 compared to 2018 was due primarily to the cash received from the sale of our Cott Beverages LLC business in the first quarter of 2019, as well as a decrease in cash used to finance acquisitions and a decrease in additions to property, plant and equipment relative to the prior year, partially offset by the cash received from the sale of our 3G and 5G bottled water container manufacturing business and a sale of equity securities in the prior year.

Financing Activities

Cash used in financing activities from continuing operations was \$91.0 million in 2020 compared to \$65.4 million in 2019 and \$296.6 million in 2018. The \$25.6 million increase in 2020 compared to 2019 was due primarily to the premium payments and financing fees incurred for the issuance of the 2028 Notes.

The \$231.2 million decrease in 2019 compared to 2018 was due primarily to the redemption of the DSS Notes in the prior year and a decrease in common shares repurchased relative to the prior year, partially offset by a decrease in borrowings under our previously existing ABL facility net of payments relative to the prior year.

Financial Liquidity

As of January 2, 2021, we had \$1,470.7 million of debt and \$115.1 million of cash and cash equivalents compared to \$1,358.4 million of debt and \$156.9 million of cash and cash equivalents as of December 28, 2019. Our cash and cash equivalents balance as of December 28, 2019 includes \$12.4 million of cash proceeds received from the Traditional Business Divestiture that were held in escrow by a third-party escrow agent to secure potential indemnification claims. Our cash and cash equivalents balance as of December 28, 2019 also includes \$0.5 million of cash proceeds received from the sale of our Cott Beverages LLC business that were held in escrow by a third-party escrow agent to secure potential indemnification claims. In July 2020, a settlement agreement was reached with Refresco, the buyer of both businesses. In exchange for a settlement of pending and future claims, \$4.0 million of the escrow funds were released to Refresco. The remaining \$8.4 million and \$0.5 million were released to us.

The recent COVID-19 pandemic has continued to disrupt our business. The extent and duration of the impact of the COVID-19 pandemic on our business and financial results will depend on numerous evolving factors that we are not able to accurately predict and that all will vary by market. These factors include the duration and scope of the pandemic, global economic conditions during and after the pandemic, governmental actions that have been taken, or may be taken in the future, in response to the pandemic, and changes in customer behavior in response to the pandemic, some of which may be more than just temporary.

We believe that our level of resources, which includes cash on hand, available borrowings under our Revolving Credit Facility and funds provided by operations, will be adequate to meet our expenses, capital expenditures, and debt service obligations for the next twelve months. Our ability to generate cash to meet our current expenses and debt service obligations will depend on our future performance. If we do not have enough cash to pay our debt service obligations, or if the Revolving Credit Facility or our outstanding notes were to become currently due, either at maturity or as a result of a breach, we may be required to take actions such as amending our Revolving Credit Facility or the indentures governing our outstanding notes, refinancing all or part of our existing debt, selling assets, incurring additional indebtedness or raising equity. If we need to seek additional financing, there is no assurance that this additional financing will be available on favorable terms or at all.

Our Revolving Credit Facility and debt capital markets transactions are described under “Debt” below.

In 2020, we declared a dividend of \$0.06 per common share each quarter for an aggregate dividend payment of approximately \$38.9 million.

We may, from time to time, depending on market conditions, including without limitation whether our outstanding notes are then trading at a discount to their face amount, repurchase our outstanding notes for cash and/or in exchange for shares of our common shares, warrants, preferred shares, debt or other consideration, in each case in open market purchases and/or privately negotiated transactions. The amounts involved in any such transactions, individually or in aggregate, may be material. However, the covenants in our Revolving Credit Facility subject such purchases to certain limitations and conditions.

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements as defined under Item 303(a)(4) of Regulation S-K as of January 2, 2021.

Contractual Obligations

The following table shows the schedule of future payments under certain contracts, including debt agreements and guarantees, as of January 2, 2021:

| (in millions of U.S. dollars) | Total | Payments due by period | | | | | |
|--|-------------------|------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | | 2021 | 2022 | 2023 | 2024 | 2025 | Thereafter |
| 5.500% senior notes due in 2025 | 750.0 | — | — | — | — | 750.0 | — |
| 3.875% senior notes due in 2028 | 551.9 | — | — | — | — | — | 551.9 |
| Revolving Credit Facility ¹ | 104.8 | 104.8 | — | — | — | — | — |
| Interest expense ² | 374.2 | 65.7 | 62.2 | 62.2 | 62.1 | 62.2 | 59.8 |
| Operating lease obligations | 266.6 | 46.1 | 35.9 | 32.2 | 27.3 | 22.7 | 102.4 |
| Finance leases ³ | 82.4 | 16.5 | 15.5 | 14.5 | 12.7 | 11.6 | 11.6 |
| Pension obligations | 10.2 | 0.8 | 0.6 | 0.5 | 0.5 | 0.7 | 7.1 |
| Purchase obligations ⁴ | 30.4 | 20.6 | 9.8 | — | — | — | — |
| Other liabilities | 11.5 | 11.4 | 0.1 | — | — | — | — |
| Total ⁵ | \$ 2,182.0 | \$ 265.9 | \$ 124.1 | \$ 109.4 | \$ 102.6 | \$ 847.2 | \$ 732.8 |

¹ The Revolving Credit Facility is considered a current liability. As of January 2, 2021, we had \$104.8 million of outstanding borrowings under the Revolving Credit Facility.

² Interest expense includes fixed interest on the 2025 Notes, the 2028 Notes, the Revolving Credit Facility and other long-term liabilities. Actual amounts will differ from estimates provided.

³ Includes estimated interest payments using a weighted average discount rate of 4.9% as of January 2, 2021.

⁴ Purchase obligations consist of commitments for the purchase of inventory, energy transactions, and payments related to professional fees and technology outsourcing agreements. These obligations represent the minimum contractual obligations expected under the normal course of business.

⁵ The contractual obligations table excludes the Company's ASC 740 uncertain tax positions of \$15.6 million because the Company cannot make a reliable estimate as to when such amounts will be settled.

Debt

Our total debt as of January 2, 2021 and December 28, 2019 was as follows:

| (in millions of U.S. dollars) | January 2, 2021 | | | December 28, 2019 | | |
|---|-------------------|------------------------|-------------------|-------------------|------------------------|-------------------|
| | Principal | Unamortized Debt Costs | Net | Principal | Unamortized Debt Costs | Net |
| 5.500% senior notes due in 2024 | \$ — | \$ — | \$ — | \$ 499.3 | \$ 5.8 | \$ 493.5 |
| 5.500% senior notes due in 2025 | 750.0 | 7.0 | 743.0 | 750.0 | 8.2 | 741.8 |
| 3.875% senior notes due in 2028 | 551.9 | 8.3 | 543.6 | — | — | — |
| Revolving Credit Facility | 104.8 | — | 104.8 | — | — | — |
| ABL facility | — | — | — | 92.0 | — | 92.0 |
| Short-term borrowings | 2.9 | — | 2.9 | 0.4 | — | 0.4 |
| Finance leases | 71.5 | — | 71.5 | 29.4 | — | 29.4 |
| Other debt financing | 4.9 | — | 4.9 | 1.3 | — | 1.3 |
| Total debt | \$ 1,486.0 | \$ 15.3 | \$ 1,470.7 | \$ 1,372.4 | \$ 14.0 | \$ 1,358.4 |
| Less: Short-term borrowings and current debt: | | | | | | |
| Revolving Credit Facility | 104.8 | — | 104.8 | — | — | — |
| ABL facility | — | — | — | 92.0 | — | 92.0 |
| Short-term borrowings | 2.9 | — | 2.9 | 0.4 | — | 0.4 |
| Finance leases - current maturities | 13.2 | — | 13.2 | 5.8 | — | 5.8 |
| Other debt financing | 4.7 | — | 4.7 | 1.1 | — | 1.1 |
| Total current debt | \$ 125.6 | \$ — | \$ 125.6 | \$ 99.3 | \$ — | \$ 99.3 |
| Total long-term debt | \$ 1,360.4 | \$ 15.3 | \$ 1,345.1 | \$ 1,273.1 | \$ 14.0 | \$ 1,259.1 |

Revolving Credit Facility

The Company entered into the Credit Agreement on March 6, 2020. The Credit Agreement provides the Revolving Credit Facility, which may be increased by incremental credit extensions from time to time in the form of term loans or additional revolving credit commitments. The Revolving Credit Facility has a five year maturity date and includes letter of credit and swing line loan sub facilities. Borrowings under the Revolving Credit Facility were used to refinance in full and terminate our previously existing ABL facility, governed by the Second Amended and Restated Credit Agreement, dated January 30, 2019, by and among the Company, the other loan parties party thereto from time to time, JPMorgan Chase Bank, N.A., as administrative agent and as collateral agent, and the lenders from time to time party thereto (as amended, the “ABL Credit Agreement”). Certain letters of credit outstanding under the ABL Credit Agreement were rolled over under the Revolving Credit Facility on March 6, 2020.

We incurred approximately \$3.4 million of financing fees in connection with the Revolving Credit Facility. The Revolving Credit Facility was considered to be a modification of the ABL facility under GAAP. These new financing fees along with \$1.8 million of unamortized deferred costs of the ABL facility are being amortized using the straight-line method over the duration of the Revolving Credit Facility.

As of January 2, 2021, our outstanding borrowings under the Revolving Credit Facility were \$104.8 million and outstanding letters of credit totaled \$50.6 million resulting in total utilization under the Revolving Credit Facility of \$155.4 million. As a result, our unused availability under the Revolving Credit Facility was \$194.6 million as of January 2, 2021. The commitment fee was 0.25% per annum of the unused availability under the Revolving Credit Facility.

The weighted average effective interest rate at January 2, 2021 on the Revolving Credit Facility outstanding borrowings was 2.1%. The weighted average effective interest rate at December 28, 2019 on the ABL facility outstanding borrowings was 3.4%. The effective interest rates are based on our aggregate availability.

Borrowings under the Credit Agreement will bear interest at a rate per annum equal to either: (a) a eurocurrency rate as determined under the Credit Agreement, plus the applicable margin, or (b) a base rate equal to the highest of (i) Bank of America's prime rate, (ii) 0.5% per annum above the federal funds rate, and (iii) the eurocurrency rate, as determined under the Credit Agreement, for a one month interest period, plus 1.0%, plus the applicable margin. Prior to delivery of financial statements and a compliance certificate for the full fiscal quarter following March 6, 2020, the applicable margin for eurocurrency rate loans was 150 basis points and the applicable margin for base rate loans was 50 basis points. Thereafter, the applicable margin for eurocurrency rate loans ranges from 137.5 to 200 basis points and the applicable margin for base rate loans ranges from 37.5 to 100 basis points, in each case depending on our consolidated total leverage ratio. Unutilized commitments under the Credit Agreement are subject to a commitment fee ranging from 20 to 30 basis points per annum depending on our consolidated total leverage ratio, payable on a quarterly basis.

3.875% Senior Notes due in 2028

On October 22, 2020, we issued €450.0 million (\$551.9 million at exchange rates in effect on January 2, 2021) of 2028 Notes to qualified purchasers in a private placement offering under the Securities Act, and outside the United States to non-U.S. purchasers pursuant to Regulation S under the Securities Act and other applicable laws. The 2028 Notes were issued by our wholly-owned subsidiary Primo Water Holdings Inc. The 2028 Notes are guaranteed by the Company and certain subsidiaries that are currently obligors under the Revolving Credit Facility, the 2024 Notes and the 2025 Notes. The 2028 Notes will mature on October 31, 2028 and interest is payable semi-annually on April 30th and October 31st of each year commencing on April 30, 2021. The proceeds of the 2028 Notes, along with borrowings from the Revolving Credit Facility, were used to redeem in full the 2024 Notes and pay related premiums, fees and expenses.

We incurred approximately \$8.5 million of financing fees for the issuance of the 2028 Notes. The financing fees are being amortized using the effective interest method over an eight-year period, which represents the term to maturity of the 2028 Notes.

5.500% Senior Notes due in 2025

In March 2017, we issued \$750.0 million of our 2025 Notes to qualified purchasers in a private placement offering under Rule 144A under the Securities Act, and outside the United States to non-U.S. purchasers pursuant to Regulation S under the Securities Act and other applicable laws. The 2025 Notes were issued by our wholly-owned subsidiary Primo Water Holdings Inc. (formerly Cott Holdings Inc.), and most of our U.S., Canadian, U.K. and Dutch subsidiaries guarantee the 2025 Notes. The 2025 Notes will mature on April 1, 2025 and interest is payable semi-annually on April 1st and October 1st of each year commencing on October 1, 2017. The proceeds of the 2025 Notes were used to redeem in full \$625.0 million of our 6.750% senior notes due 2020, redeem \$100.0 million aggregate principal amount of the DSS Notes, and to pay related fees and expenses.

We incurred \$11.7 million of financing fees in connection with the issuance of the 2025 Notes. The financing fees are being amortized using the effective interest method over an eight-year period, which represents the term to maturity of the 2025 Notes.

5.500% Senior Notes due in 2024

In June 2016, we issued €450.0 million of our 2024 Notes to qualified purchasers in a private placement offering under Rule 144A and Regulation S under the Securities Act and other applicable laws. The 2024 Notes were issued by us, and most of our U.S., Canadian, U.K. and Dutch subsidiaries guaranteed the 2024 Notes.

We incurred approximately \$11.3 million of financing fees for the issuance of the 2024 Notes and \$11.0 million of bridge financing commitment fees and professional fees in connection with the acquisition of Eden. The financing fees were being amortized using the effective interest method over an eight-year period, which represented the term to maturity of the 2024 Notes. The bridge financing commitment fees and professional fees were expensed as incurred.

On October 22, 2020, we used the €450.0 million proceeds of the 2028 Notes (\$533.5 million at exchange rates in effect on October 22, 2020), along with borrowings from the Revolving Credit Facility, to redeem in full the 2024 Notes. The redemption of the 2024 Notes included \$14.7 million in premium payments, accrued interest of \$9.0 million, and the write-off of \$5.1 million in deferred financing fees.

Credit Ratings and Covenant Compliance

Credit Ratings

Our objective is to maintain credit ratings that provide us with ready access to global capital and credit markets at favorable interest rates.

As of January 2, 2021, the Company's credit ratings were as follows:

| | Credit Ratings | |
|-------------------------|----------------|----------------------------|
| | Moody's Rating | Standard and Poor's Rating |
| Corporate credit rating | B1 | B |
| 2025 Notes | B1 | B |
| 2028 Notes | B1 | B |
| Outlook | Stable | Stable |

Any downgrade of our credit ratings by either Moody's or S&P could increase our future borrowing costs or impair our ability to access capital markets on terms commercially acceptable to us or at all.

Covenant Compliance

Indentures governing our outstanding notes

Under the indentures governing our outstanding notes, we are subject to a number of covenants, including covenants that limit our and certain of our subsidiaries' ability, subject to certain exceptions and qualifications, to (i) pay dividends or make distributions, repurchase equity securities, prepay subordinated debt or make certain investments, (ii) incur additional debt or issue certain disqualified stock or preferred stock, (iii) create or incur liens on assets securing indebtedness, (iv) merge or consolidate with another company or sell all or substantially all of our assets taken as a whole, (v) enter into transactions with affiliates and (vi) sell assets. The covenants are substantially similar across the series of notes. As of January 2, 2021, we were in compliance with all of the covenants under each series of notes. There have been no amendments to any such covenants of our outstanding notes since the date of their issuance or assumption, as applicable.

Revolving Credit Facility

Under the Credit Agreement governing the Revolving Credit Facility, we and our restricted subsidiaries are subject to a number of business and financial covenants, including a consolidated secured leverage ratio and an interest coverage ratio. The consolidated secured leverage ratio must not be more than 3.50 to 1.00, with an allowable temporary increase to 4.00 to 1.00 for the quarter in which we consummate a material acquisition with a price not less than \$125.0 million, for three quarters. The interest coverage ratio must not be less than 3.00 to 1.00. We were in compliance with these financial covenants as of January 2, 2021.

In addition, the Credit Agreement has certain non-financial covenants, such as covenants regarding indebtedness, investments, and asset dispositions. We were in compliance with all of the applicable covenants as of January 2, 2021.

Issuer Purchases of Equity Securities

Common Share Repurchase Programs

On December 11, 2019, our Board of Directors approved a share repurchase program for up to \$50.0 million of our outstanding common shares over a 12-month period (the "Repurchase Plan"), which expired on December 15, 2020. For the year ended January 2, 2021, we repurchased 2,316,835 common shares for \$25.0 million through open market transactions under the Repurchase Plan.

Tax Withholding

During 2020, 540,182 shares (2019—263,484; 2018—417,224) of our previously-issued common shares were withheld from delivery to our employees to satisfy their tax obligations related to share-based awards. Please refer to the table in Part II, Item 5 of this Annual Report on Form 10-K.

Capital Structure

Since December 28, 2019, equity has increased by \$180.7 million. The increase was due primarily to the issuance of common shares of \$386.5 million and share-based compensation costs of \$19.8 million, partially offset by net loss of \$131.7 million, common shares repurchased and subsequently canceled of \$33.2 million, other comprehensive loss, net of tax of \$18.2 million and common share dividend payments of \$38.9 million.

Dividend payments

Common Share Dividend

Our Board of Directors declared a quarterly dividend of \$0.06 per common share in each quarter during 2020 and 2019 for an aggregate dividend payment of approximately \$38.9 million and \$32.6 million, respectively. We intend to pay a regular quarterly dividend on our common shares subject to, among other things, the best interests of our shareowners, our results of operations, cash balances and future cash requirements, financial condition, statutory regulations and covenants set forth in the Revolving Credit facility and indentures governing our outstanding notes as well as other factors that the Board of Directors may deem relevant from time to time.

Recent Accounting Pronouncements

Refer to Note 1 in the Consolidated Financial Statements for a summary of recently adopted and recently issued accounting standards and their related effects or anticipated effects on our consolidated results of operations and financial condition.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We do not trade market risk sensitive instruments.

Currency Exchange Rate Risk

We are exposed to changes in foreign currency exchange rates. Operations outside of the United States accounted for 26.8% of 2020 revenue, net, and 32.6% of 2019 revenue, net, and are concentrated principally in the United Kingdom, Canada, and Europe. We translate the revenues and expenses of our foreign operations using average exchange rates prevailing during the period. The effect of a 10% change in the average foreign currency exchange rates among the U.S. dollar versus the Canadian dollar, pound sterling and Euro for the year ended January 2, 2021, would result in our revenue, net, in 2020 changing by \$52.0 million and our gross profit in 2020 changing by \$28.2 million. This change would be material to our cash flows and our results of operations.

Debt Obligations and Interest Rates

We have exposure to interest rate risk from the outstanding principal amounts of our short-term borrowings on our Revolving Credit Facility. Interest rates on our long-term debt are fixed and not subject to interest rate volatility. Our Revolving Credit Facility is vulnerable to fluctuations in euro currency rates, Bank of America's prime rate, and the federal funds rate. Because we had \$104.8 million of Revolving Credit Facility borrowings outstanding as of January 2, 2021, a 100 basis point increase in the current per annum interest rate for our Revolving Credit Facility (excluding the \$50.6 million of outstanding letters of credit) would result in additional interest expense of approximately \$1.0 million. The weighted average interest rate of our outstanding Revolving Credit Facility at January 2, 2021 was 2.1%.

We regularly review the structure of our indebtedness and consider changes to the proportion of variable versus fixed rate debt through refinancing, interest rate swaps or other measures in response to the changing economic environment. Historically, we have not used derivative instruments to manage interest rate risk. If we use and fail to manage these derivative instruments successfully, or if we are unable to refinance our indebtedness or otherwise increase our debt capacity in response to changes in the marketplace, the expense associated with debt service could increase. This would negatively affect our financial condition and profitability.

The information below summarizes our market risks associated with debt obligations as of January 2, 2021. The table presents principal cash flows and related interest rates by year. Interest rates disclosed represent the actual weighted average rates as of January 2, 2021.

| (in millions of U.S. dollars, except percentage amounts) | Debt Obligations | |
|--|--------------------------|--------------------------------|
| | Outstanding debt balance | Weighted average interest rate |
| Debt maturing in: | | |
| 2021 | \$ 125.6 | 2.4 % |
| 2022 | 12.8 | 4.9 % |
| 2023 | 12.4 | 4.9 % |
| 2024 | 11.0 | 4.9 % |
| 2025 | 760.7 | 5.5 % |
| Thereafter | 563.5 | 3.9 % |
| Total | <u>\$ 1,486.0</u> | |

Commodity Price Risk

The competitive marketplace in which we operate may limit our ability to recover increased costs through higher prices. As a result, we are subject to market risk with respect to commodity price fluctuations principally related to our purchases of resin for PET, HDPE and polycarbonate bottles, and fuel. We manage some of our exposure to this risk through the use of supplier pricing agreements, which enable us to fix the purchase prices for certain commodities, as well as derivative financial instruments. We estimate that a 10% increase in the market prices of these commodities over the current market prices would cumulatively increase our cost of sales during the next 12 months by approximately \$7.2 million. This change would be material to our cash flows and our results of operations.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

See “Index to Consolidated Financial Statements.”

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Our management, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as of January 2, 2021 (the “Evaluation”). Based upon the Evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934 (the “Exchange Act”)) are effective.

Management’s Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Exchange Act Rules 13a-15(f) and 15d-15(f). Management evaluates the effectiveness of our internal control over financial reporting using the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in Internal Control—Integrated Framework (2013). Management, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, assessed the effectiveness of our internal control over financial reporting as of January 2, 2021, and concluded that it was effective as of January 2, 2021.

The effectiveness of our internal control over financial reporting as of January 2, 2021 has been audited by PricewaterhouseCoopers LLP, our independent registered public accounting firm, who also audited our Consolidated Financial Statements included in this Annual Report on Form 10-K, as stated in their report which appears herein.

We acquired Legacy Primo on March 2, 2020 in a purchase business combination. As discussed in SEC staff interpretive guidance for newly acquired businesses, management has excluded certain elements of the internal control over financial reporting of Legacy Primo from its assessment of internal control over financial reporting as of January 2, 2021. Subsequent to the acquisition, certain elements of Legacy Primo's internal control over financial reporting and related processes were integrated into the Company's existing systems and internal control over financial reporting and related processes. The Legacy Primo controls that were not integrated have been excluded from management's assessment of the effectiveness of internal control over financial reporting as of January 2, 2021. The excluded elements represent controls over approximately 2% of consolidated assets, less than 1% of consolidated liabilities, 15% of the consolidated revenues and 10% of the consolidated operating expenses of the related consolidated financial statement amounts as of and for the year ended January 2, 2021.

Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting during the quarter ended January 2, 2021 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this item regarding directors is incorporated by reference to, and will be contained in, the “Election of Directors” section of our definitive proxy statement for the 2021 Annual and Special Meeting of Shareowners, which is expected to be filed within 120 days after January 2, 2021 (the “2021 Proxy Statement”). The information required by this item regarding executive officers appears as the Supplemental Item in Part I. There have been no material changes to the procedures by which shareholders may recommend nominees to our Board of Directors.

The Audit Committee of our Board of Directors is an “audit committee” for the purposes of Section 3(a)(58)(A) of the Securities Exchange Act of 1934, as amended. The Audit Committee charter is posted on our website at www.primowatercorp.com. The members of the Audit Committee are Graham Savage (Chairman), Gregory Monahan and Mario Pillozzi. As required by the NYSE rules, the Board of Directors has determined that each member of the Audit Committee is independent and financially literate and that Mr. Savage qualifies as an “audit committee financial expert” within the meaning of the rules of the U.S. Securities and Exchange Commission.

All of our directors, officers and employees must comply with our Code of Business Conduct and Ethics. In addition, our Chief Executive Officer, Chief Financial Officer and principal accounting officer and certain other employees have a further obligation to comply with our Code of Ethics for Senior Officers. Our Code of Business Conduct and Ethics and our Code of Ethics for Senior Officers are posted on our website, www.primowatercorp.com, and we intend to comply with obligations to disclose any amendment to, or waiver of, provisions of these codes by posting such information on our website.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item is incorporated by reference to, and will be contained in, the “Compensation of Executive Officers,” “The Human Resources and Compensation Committee Report” and “Compensation Committee Interlocks and Insider Participation” sections of our 2021 Proxy Statement.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED SHAREOWNER MATTERS

The information required by this item is incorporated by reference to, and will be contained in, the “Principal Shareowners,” “Security Ownership of Directors and Management” and “Equity Compensation Plan Information” sections of our 2021 Proxy Statement.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this item is incorporated by reference to, and will be contained in, the “Certain Relationships and Related Transactions” section of our 2021 Proxy Statement.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this item is incorporated by reference to, and will be contained in, the “Independent Registered Public Accounting Firm” section of our 2021 Proxy Statement.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) The documents filed as part of this report are as follows:

1. Financial Statements

The consolidated financial statements and accompanying report of a registered independent public accounting firm are listed in the [Index to Consolidated Financial Statements](#) and are filed as part of this report.

2. Financial Statement Schedule

[Schedule II—Valuation and Qualifying Accounts](#) for the Years Ended January 2, 2021, December 28, 2019, and December 29, 2018, page F-58 of this Annual Report on Form 10-K.

3. Exhibits

| Exhibit No. | Description of Exhibit | Incorporated by Reference | | | Filed |
|--------------------|--|---------------------------|---------|-------------|------------|
| | | Form | Exhibit | Filing Date | Herewith |
| 2.1 | Share Purchase Agreement, dated as of July 24, 2017, by and among Cott Corporation, Refresco Group B.V., Refresco US Holdings Inc. and certain other parties thereto | 8-K | 2.1 | 7/26/2017 | 001-31410 |
| 2.2 ⁽¹⁾ | Agreement and Plan of Merger, dated as of January 13, 2020, by and among Cott Corporation, Cott Holdings Inc., Fore Merger LLC, Fore Acquisition Corporation and Primo Water Corporation | 8-K | 2.1 | 1/13/2020 | 001-31410 |
| 2.3 | Amendment No. 1 to Agreement and Plan of Merger, dated as of January 28, 2020, by and among Cott Corporation, Cott Holdings Inc., Fore Merger LLC, Fore Acquisition Corporation and Primo Water Corporation (incorporated by reference to the copy included as Annex A-2 to Part I of Cott's Registration Statement on Form S-4, filed on January 28, 2020) | S-4 | 2.2 | 1/28/2020 | 333-236122 |
| 2.4 ⁽¹⁾ | Stock Purchase Agreement, dated as of January 30, 2020, by and among Cott Corporation, Cott Holdings Inc., S. & D. Coffee, Inc. and Westrock Coffee Company, LLC | 8-K | 2.1 | 2/3/2020 | 001-31410 |
| 3.1 | Articles of Amalgamation of Primo Water Corporation, as amended | 8-K | 3.1 | 3/5/2020 | 001-31410 |
| 3.2 | By-laws of Primo Water Corporation, as amended | 8-A | 3.2 | 5/4/2018 | 001-31410 |
| 4.1 | Indenture, dated as of June 30, 2016, by and among Cott Finance Corporation, BNY Trust Company of Canada, as Canadian trustee, The Bank of New York Mellon, as U.S. trustee, paying agent, registrar, transfer agent and authenticating agent, and The Bank of New York Mellon, London Branch, as London paying agent, governing the 5.50% Senior Notes due 2024 | 8-K | 4.1 | 6/30/2016 | 001-31410 |
| 4.2 | Form of 5.50% Senior Notes due 2024 (included as Exhibit A to Exhibit 4.1) | 8-K | 4.1 | 6/30/2016 | 001-31410 |

| | | | | | |
|------|---|------|------|-----------|-----------|
| 4.3 | <u>Sixth Supplemental Indenture, dated as of April 16, 2018, governing the 5.50% Senior Notes due 2024, by and among Cott Corporation and certain of its subsidiaries, including Crystal Rock Holdings, Inc. and Crystal Rock LLC, and BNY Trust Company of Canada, as Canadian trustee, The Bank of New York Mellon, as U.S. trustee, paying agent, registrar, transfer agent and authenticating agent, and The Bank of New York Mellon, London Branch, as London paying agent</u> | 10-Q | 4.1 | 5/10/2018 | 001-31410 |
| 4.4 | <u>Seventh Supplemental Indenture, dated as of June 29, 2018, governing the 5.50% Senior Notes due 2024, by and among Cott Corporation and John Farrer & Company (Kendal) Limited, and BNY Trust Company of Canada, as Canadian trustee, The Bank of New York Mellon, as U.S. trustee, paying agent, registrar, transfer agent and authenticating agent, and The Bank of New York Mellon, London Branch, as London paying agent</u> | 10-Q | 4.1 | 8/7/2018 | 001-31410 |
| 4.5 | <u>Eighth Supplemental Indenture, dated as of November 16, 2018, governing the 5.50% Senior Notes due 2024, by and among Cott Corporation and John Farrer & Company (Kendal) Limited, and BNY Trust Company of Canada, as Canadian trustee, The Bank of New York Mellon, as U.S. trustee, paying agent, registrar, transfer agent and authenticating agent, and The Bank of New York Mellon, London Branch, as London paying agent</u> | 10-K | 4.9 | 2/27/2019 | 001-31410 |
| 4.6 | <u>Ninth Supplemental Indenture, dated as of January 15, 2019, governing the 5.50% Senior Notes due 2024, by and among Cott Corporation, Amazon Springs Water Co. Ltd., Mountain Valley Holdings LLC, Mountain Valley Spring Company, LLC and Mountain Valley Logistics, LLC, and BNY Trust Company of Canada, as Canadian co-trustee, and The Bank of New York Mellon, as U.S. co-trustee</u> | 10-K | 4.10 | 2/27/2019 | 001-31410 |
| 4.7 | <u>Tenth Supplemental Indenture, dated as of April 1, 2019, governing the 5.50% Senior Notes due 2024, by and among Cott Corporation, Wallingford Holding, Inc. and Wallingford Coffee Mills Inc., and BNY Trust Company of Canada, as Canadian co-trustee, and The Bank of New York Mellon, as U.S. co-trustee</u> | 10-Q | 4.1 | 5/9/2019 | 001-31410 |
| 4.8 | <u>Indenture, dated as of March 22, 2017, by and among Cott Holdings Inc., the guarantors party thereto, BNY Trust Company of Canada, as Canadian co-trustee, and The Bank of New York Mellon, as U.S. co-trustee, paying agent, registrar, transfer agent and authenticating agent, governing the 5.500% Senior Notes due 2025</u> | 8-K | 4.1 | 3/22/2017 | 001-31410 |
| 4.9 | <u>Form of 5.500% Senior Notes due 2025 (included as Exhibit A to Exhibit 4.1)</u> | 8-K | 4.1 | 3/22/2017 | 001-31410 |
| 4.10 | <u>Third Supplemental Indenture, dated as of April 16, 2018, governing the 5.50% Senior Notes due 2025, by and among Cott Holdings Inc. and certain of its subsidiaries, including Crystal Rock Holdings, Inc. and Crystal Rock LLC, and BNY Trust Company of Canada, as Canadian co-trustee, and The Bank of New York Mellon, as U.S. co-trustee, paying agent, registrar, transfer agent and authenticating agent</u> | 10-Q | 4.2 | 5/10/2018 | 001-31410 |

| | | | | | |
|------|---|------|------|------------|-----------|
| 4.11 | Fourth Supplemental Indenture, dated as of June 29, 2018, governing the 5.50% Senior Notes due 2025, by and among Cott Holdings Inc. and John Farrer & Company (Kendal) Limited, and BNY Trust Company of Canada, as Canadian co-trustee, and The Bank of New York Mellon, as U.S. co-trustee, paying agent, registrar, transfer agent and authenticating agent | 10-Q | 4.2 | 8/7/2018 | 001-31410 |
| 4.12 | Fifth Supplemental Indenture, dated as of November 16, 2018, governing the 5.50% Senior Notes due 2025, by and among Cott Holdings Inc., Amazon Springs Water Co. Ltd., Mountain Valley Holdings LLC, Mountain Valley Spring Company, LLC and Mountain Valley Logistics, LLC, and BNY Trust Company of Canada, as Canadian co-trustee, and The Bank of New York Mellon, as U.S. co-trustee | 10-K | 4.15 | 2/27/2019 | 001-31410 |
| 4.13 | Sixth Supplemental Indenture, dated as of January 15, 2019, governing the 5.50% Senior Notes due 2025, by and among Cott Holdings Inc. and Cott Cayman, and BNY Trust Company of Canada, as Canadian co-trustee, and The Bank of New York Mellon, as U.S. co-trustee | 10-K | 4.16 | 2/27/2019 | 001-31410 |
| 4.14 | Seventh Supplemental Indenture, dated as of April 1, 2019, governing the 5.50% Senior Notes due 2025, by and among Cott Holdings, Inc., Wallingford Holding, Inc. and Wallingford Coffee Mills Inc., and BNY Trust Company of Canada, as Canadian co-trustee, and The Bank of New York Mellon, as U.S. co-trustee | 10-Q | 4.2 | 5/9/2019 | 001-31410 |
| 4.15 | Indenture, dated as of October 22, 2020, by and among Primo Water Holdings Inc., the guarantors party thereto, BNY Trust Company of Canada, as Canadian Trustee, The Bank of New York Mellon, as U.S. Trustee, Paying Agent, Registrar, Transfer Agent and Authenticating Agent, and The Bank of New York Mellon, London Branch, as London Paying Agent, governing the 3.875% Senior Notes due 2028 | 8-K | 4.1 | 10/22/2020 | 001-31410 |
| 4.16 | Form of 3.875% Senior Note due 2028 (included as Exhibit A to Exhibit 4.1) | 8-K | 4.1 | 10/22/2020 | 001-31410 |
| 4.17 | Shareholder Rights Plan Agreement, dated as of May 1, 2018, between Cott Corporation and Computershare Investor Services Inc., as Rights Agent | 8-K | 4.1 | 5/4/2018 | 001-31410 |
| 4.18 | Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934 | | | | * |
| 10.1 | Second Amendment and Restatement Agreement, dated as of January 30, 2018, to the Credit Agreement dated as of August 17, 2010, as amended, among Cott Corporation, Cott Beverages Inc., Cott Beverages Limited, Cliffstar LLC, DS Services of America, Inc. and the other Loan Parties party thereto, the Lenders party thereto, JPMorgan Chase Bank, N.A., London Branch as UK security trustee, JPMorgan Chase Bank, N.A., as administrative agent and administrative collateral agent, and each of the other parties party thereto | 8-K | 10.1 | 2/2/2018 | 001-31410 |

| | | | | | | |
|-------|---|------|------|------------|-----------|---|
| 10.2 | <u>Amendment No. 1 to Second Amended and Restated Credit Agreement, dated as of February 7, 2020, and among Cott Corporation, Cott Holdings Inc., DS Services of America, Inc., S. & D. Coffee, Inc., Aimia Foods Limited, Aquaterra Corporation and the other Loan Parties party thereto, the Lenders party thereto, as 2020 consenting lenders, JPMorgan Chase Bank, N.A., as administrative agent and administrative collateral agent, and each of the other parties party thereto</u> | 8-K | 10.1 | 2/11/2020 | 001-31410 | |
| 10.3 | ⁽²⁾ <u>Credit Agreement, dated as of March 6, 2020, by and among Primo Water Corporation, as parent borrower, Cott Holdings Inc. and Eden Springs Nederland B.V., as subsidiary borrowers, certain other subsidiaries of the Company designated as subsidiary borrowers from time to time, Bank of America, N.A., as administrative agent, collateral agent, lead arranger and bookrunner, and the lenders party thereto</u> | 8-K | 10.1 | 3/10/2020 | 001-31410 | |
| 10.4 | <u>Form of Tender and Support Agreement, dated as of January 13, 2020, by and among Cott Corporation, Fore Acquisition Corporation and certain stockholders of Primo Water Corporation</u> | 8-K | 10.1 | 1/13/2020 | 001-31410 | |
| 10.5 | <u>Form of Side Letter, dated as of January 13, 2020, by and among Cott Corporation, Fore Acquisition Corporation and certain stockholders of Primo Water Corporation</u> | 8-K | 10.2 | 1/13/2020 | 001-31410 | |
| 10.6 | ⁽³⁾ <u>Commitment Letter, dated as of January 13, 2020, by and among Cott Corporation and Deutsche Bank AG, New York Branch</u> | 8-K | 10.3 | 1/13/2020 | 001-31410 | |
| 10.7 | ⁽⁴⁾ <u>Offer Letter Agreement with Jerry Fowden dated August 1, 2018</u> | 8-K | 10.1 | 8/3/2018 | 001-31410 | |
| 10.8 | ⁽⁴⁾ <u>Extension of Offer Letter Agreement with Jerry Fowden dated December 10, 2019</u> | 8-K | 10.1 | 12/11/2019 | 001-31410 | |
| 10.9 | ⁽⁴⁾ <u>Offer Letter Agreement with Thomas Harrington dated August 1, 2018</u> | 8-K | 10.2 | 8/3/2018 | 001-31410 | |
| 10.10 | ⁽⁴⁾ <u>Employment Offer Letter to Jay Wells dated December 22, 2020</u> | | | | | * |
| 10.11 | ⁽⁴⁾ <u>Employment Offer Letter to Marni Morgan Poe dated December 22, 2020</u> | | | | | * |
| 10.12 | ⁽⁴⁾ <u>Employment Offer Letter to Jason Ausher dated December 22, 2020</u> | | | | | * |
| 10.13 | ⁽⁴⁾ <u>Amended and Restated Contract of Employment between Eden Springs UK Limited and Steven Kitching dated June 26, 2020</u> | 10-Q | 10.3 | 8/6/2020 | 001-31410 | |
| 10.14 | ⁽⁴⁾ <u>Employment Offer Letter to William Jamieson dated January 15, 2019</u> | 10-Q | 10.1 | 5/9/2019 | 001-31410 | |
| 10.15 | ⁽⁴⁾ <u>Employment Offer Letter to Ghire Shivprasad dated June 15, 2020, as amended on December 22, 2020</u> | | | | | * |

| | | | | | | | | | |
|-------|-----|--|---------|------------|-----------|--|-----------|--|---|
| 10.16 | (4) | Employment Offer Letter to David Muscato dated June 15, 2020, as amended on December 22, 2020 | | | | | | | * |
| 10.17 | (4) | Employment Offer Letter to Mercedes Romero dated July 27, 2020, as amended on December 22, 2020 | | | | | | | * |
| 10.18 | (4) | Amended and Restated Primo Water Corporation Severance and Non-Competition Plan, dated as of December 9, 2020 | | | | | | | * |
| 10.19 | (2) | Amended and Restated Primo Water Corporation Equity Incentive Plan | DEF 14A | Appendix B | 3/28/2013 | | 001-31410 | | |
| 10.20 | (2) | Amendment No. 1 to the Amended and Restated Primo Water Corporation Equity Incentive Plan | DEF 14A | Appendix B | 3/26/2015 | | 001-31410 | | |
| 10.21 | (2) | Amendment No. 2 to the Amended and Restated Primo Water Corporation Equity Incentive Plan | 10-Q | 10.3 | 8/9/2016 | | 001-31410 | | |
| 10.22 | (2) | Amendment No. 3 to the Amended and Restated Primo Water Corporation Equity Incentive Plan, dated March 13, 2020 | 10-Q | 10.6 | 5/7/2020 | | 001-31410 | | |
| 10.23 | (2) | Amendment No. 4 to the Amended and Restated Primo Water Corporation Equity Incentive Plan, dated August 4, 2020 | 10-Q | 10.2 | 11/5/2020 | | 001-31410 | | |
| 10.24 | (2) | Primo Water Corporation 2018 Equity Incentive Plan | DEF 14A | Appendix B | 3/21/2018 | | 001-31410 | | |
| 10.25 | (2) | Amendment No. 1 to the Primo Water Corporation 2018 Equity Incentive Plan, dated March 13, 2020 | 10-Q | 10.7 | 5/7/2020 | | 001-31410 | | |
| 10.26 | (2) | Amendment No. 2 to the Primo Water Corporation 2018 Equity Incentive Plan, dated August 4, 2020 | 10-Q | 10.3 | 11/5/2020 | | 001-31410 | | |
| 10.27 | (2) | Form of Restricted Share Unit Award Agreement with Time-Based Vesting under the Amended and Restated Primo Water Corporation Equity Incentive Plan | 10-K | 10.22 | 2/29/2016 | | 001-31410 | | |
| 10.28 | (2) | Form of Restricted Share Unit Award Agreement with Performance-Based Vesting under the Amended and Restated Primo Water Corporation Equity Incentive Plan and the Primo Water Corporation 2018 Equity Incentive Plan | | | | | | | * |
| 10.29 | (2) | Form of Nonqualified Stock Option Agreement under the Amended and Restated Primo Water Corporation Equity Incentive Plan | 10-K | 10.24 | 2/29/2016 | | 001-31410 | | |
| 21.1 | | List of Subsidiaries of Primo Water Corporation | | | | | | | * |
| 23.1 | | Consent of Independent Registered Public Accounting Firm | | | | | | | * |
| 31.1 | | Certification of the Chief Executive Officer pursuant to section 302 of the Sarbanes-Oxley Act of 2002 for the year ended January 2, 2021. | | | | | | | * |
| 31.2 | | Certification of the Chief Financial Officer pursuant to section 302 of the Sarbanes-Oxley Act of 2002 for the year ended January 2, 2021. | | | | | | | * |

- 32.1 [Certification of the Chief Executive Officer pursuant to section 906 of the Sarbanes-Oxley Act of 2002 for the year ended January 2, 2021.](#) *
- 32.2 [Certification of the Chief Financial Officer pursuant to section 906 of the Sarbanes-Oxley Act of 2002 for the year ended January 2, 2021.](#) *
- 101 The following financial statements from Primo Water Corporation's Annual Report on Form 10-K for the fiscal year ended January 2, 2021, formatted in Inline XBRL (eXtensible Business Reporting Language): (i) Consolidated Statements of Operations, (ii) Condensed Consolidated Statements of Comprehensive (Loss) Income, (iii) Consolidated Balance Sheets, (iv) Consolidated Statements of Cash Flows, (v) Consolidated Statements of Equity, and (vi) Notes to the Consolidated Financial Statements. *
- 104 Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101). *

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- ¹ Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished to the Securities and Exchange Commission upon request.
- ² Schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished to the Securities and Exchange Commission upon request.
- ³ Portions of this exhibit have been omitted because they are both (i) not material and (ii) would be competitively harmful if publicly disclosed.
- ⁴ Indicates a management contract or compensatory plan.

ITEM 16. FORM 10-K SUMMARY

Not applicable.

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Primo Water Corporation

/S/ THOMAS J HARRINGTON

Thomas J. Harrington
Chief Executive Officer
Date: March 3, 2021

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

/S/ THOMAS J HARRINGTON

Thomas J. Harrington
Chief Executive Officer, Director
(Principal Executive Officer)
Date: March 3, 2021

/S/ JAY WELLS

Jay Wells
Chief Financial Officer
(Principal Financial Officer)
Date: March 3, 2021

/S/ JASON AUSHER

Jason Ausher
Chief Accounting Officer
(Principal Accounting Officer)
Date: March 3, 2021

/S/ JERRY FOWDEN

Jerry Fowden
Executive Chairman, Director
Date: March 3, 2021

/S/ STEVEN P. STANBROOK

Steven P. Stanbrook
Director
Date: March 3, 2021

/S/ STEPHEN H. HALPERIN

Stephen H. Halperin
Director
Date: March 3, 2021

/S/ SUSAN E. CATES

Susan E. Cates
Director
Date: March 3, 2021

/S/ BETTY JANE HESS

Betty Jane Hess
Director
Date: March 3, 2021

/S/GREGORY MONAHAN

Gregory Monahan
Director
Date: March 3, 2021

/S/ MARIO PILOZZI

Mario Pillozzi
Director
Date: March 3, 2021

/S/ BRITTA BOMHARD

Britta Bomhard
Director
Date: March 3, 2021

/S/ GRAHAM SAVAGE

Graham Savage
Director
Date: March 3, 2021

/S/ ERIC ROSENFELD

Eric Rosenfeld
Director
Date: March 3, 2021

/S/ BILLY D. PRIM

Billy D. Prim
Director
Date: March 3, 2021

PRIMO WATER CORPORATION
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Primo Water Corporation

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Primo Water Corporation and its subsidiaries (the "Company") as of January 2, 2021 and December 28, 2019, and the related consolidated statements of operations, of comprehensive (loss) income, of equity and of cash flows, for each of the three years in the period ended January 2, 2021, including the related notes and financial statement schedule listed in the index appearing under Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of January 2, 2021, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of January 2, 2021 and December 28, 2019, and the results of its operations and its cash flows for each of the three years in the period ended January 2, 2021 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of January 2, 2021, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, the Company changed the manner in which it accounts for leases in 2019.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control Over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

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

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

As described in Management's Report on Internal Control Over Financial Reporting, management has excluded certain elements of the internal control over financial reporting of Primo Water Corporation ("Legacy Primo") from its assessment of the Company's internal control over financial reporting as of January 2, 2021 because it was acquired by the Company in a purchase business combination during 2020. Subsequent to the acquisition, certain elements of Legacy Primo's internal control over financial reporting and related processes were integrated into the Company's existing systems and internal control over financial reporting and related processes. The Legacy Primo controls that were not integrated have been excluded from management's assessment of the effectiveness of internal control over financial reporting as of January 2, 2021. We have also excluded these elements of the internal control over financial reporting of Legacy Primo from our audit of the Company's internal control over financial reporting. The excluded elements represent controls over approximately 2% of consolidated assets, less than 1% of consolidated liabilities, 15% of the consolidated revenues and 10% of the consolidated operating expenses as of and for the year ended January 2, 2021.

Definition and Limitations of Internal Control over Financial Reporting

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

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

Critical Audit Matters

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

Interim Goodwill Impairment Assessment - Eden Reporting Unit

As described in Note 1 to the consolidated financial statements, the Company's consolidated goodwill balance was \$1,284.3 million as of January 2, 2021, and the goodwill associated with the Eden reporting unit was \$246.3 million. Management tests goodwill for impairment at least annually on the first day of the fourth quarter, or more frequently if management determines a triggering event has occurred during the year. During the second quarter of 2020, given the general deterioration in economic and market conditions arising from the COVID-19 pandemic, management identified a triggering event and performed an interim quantitative impairment test as of June 27, 2020. Management determined that goodwill was impaired for the Eden reporting unit and recognized an impairment charge of \$103.3 million. The fair value of the Eden reporting unit was estimated using a mix of the income approach (which is based on the discounted cash flows of the reporting unit) and the guideline public company approach. Critical assumptions used in management's valuation of the Eden reporting unit included the projected revenue growth rates, selling, general and administrative (SG&A) expenses, capital expenditures, weighted-average terminal revenue growth rate and discount rate.

The principal considerations for our determination that performing procedures relating to the interim goodwill impairment assessment of the Eden reporting unit is a critical audit matter are (i) the significant judgment by management when developing the fair value measurement of the reporting unit; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating management's significant assumptions related to projected revenue growth rates, SG&A expenses, capital expenditures, weighted-average terminal revenue growth rate and discount rate; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's goodwill impairment assessment, including controls over the valuation of the Eden reporting unit. These procedures also included, among others (i) testing management's process for developing the fair value estimate; (ii) evaluating the appropriateness of the income approach and the guideline public company approach; (iii) testing the completeness, accuracy, and relevance of underlying data used in the models; and (iv) evaluating the significant assumptions used by management related to the projected revenue growth rates, SG&A expenses, capital expenditures, weighted-average terminal revenue growth rate and discount rate. Evaluating management's assumptions related to the projected revenue growth rates, SG&A expenses, capital expenditures and weighted-average terminal revenue growth rate involved evaluating whether the assumptions used by management were reasonable considering (i) the current and past performance of the reporting unit; (ii) the consistency with external market and industry data; and (iii) whether these assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in the evaluation of the Company's income approach and guideline public company approach, the weighted-average terminal revenue growth rate and the discount rate.

Valuation of Intangible Assets Acquired in the Legacy Primo Acquisition

As described in Note 5 to the consolidated financial statements, the Company completed the acquisition of Legacy Primo on March 2, 2020, which resulted in \$245.2 million of customer relationships and \$174.9 million of trade names being recorded as of January 2, 2021. The estimated fair values of customer relationships and trade names were calculated considering both market participant expectations, using an income approach, as well as estimates and assumptions provided by Primo management and management of the acquired business. Management's assumptions related to the customer relationships include projected revenue growth rates, earnings before interest expense, taxes, depreciation and amortization (EBITDA) margins, synergies, capital expenditures, customer attrition rate, and risk adjusted discount rate. Management's assumptions related to the trade names include projected revenue growth rates, weighted-average terminal growth rate, risk adjusted discount rate and royalty rate.

The principal considerations for our determination that performing procedures relating to the valuation of intangible assets acquired in the Legacy Primo acquisition is a critical audit matter are (i) the significant judgment by management when developing the fair value measurement of the customer relationship and trade names; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating management's significant assumptions related to the valuation of the customer relationships, such as the projected revenue growth rates, EBITDA margins, synergies, capital expenditures, customer attrition rate, and risk adjusted discount rate and the significant assumptions related to the valuation of the trade names, such as the projected revenue growth rates, weighted-average terminal growth rate, risk adjusted discount rate and royalty rate; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's accounting for the acquisition, including controls over the valuation of the customer relationships and trade names. These procedures also included, among others, (i) testing management's process for estimating the fair value estimate of the customer relationships and trade names; (ii) evaluating the appropriateness of the income approach; (iii) testing the completeness, accuracy and relevance of the underlying data used in the estimates; and (iv) evaluating the significant assumptions related to the projected revenue growth rates, EBITDA margins, synergies, capital expenditures, customer attrition rate, and risk adjusted discount rate for the valuation of the customer relationships and the projected revenue growth rates, weighted-average terminal growth rate, risk adjusted discount rate and royalty rate for the valuation of the trade names. Evaluating management's assumptions related to the projected revenue growth rates, EBITDA margins, synergies, capital expenditures, and customer attrition rate for the valuation of the customer relationships and projected revenue growth rates and weighted-average terminal growth rate for the valuation of the trade names involved evaluating whether the assumptions used by management were reasonable considering (i) the past performance of the acquired businesses; (ii) the consistency with industry data; and (iii) whether these assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in the evaluation of the Company's income approach for both the valuation of the customer relationships and trade names, the customer attrition rate and risk adjusted discount rate for the valuation of the customer relationships, and the weighted-average terminal growth rates, risk adjusted discount rate and royalty rate for the valuation of the trade names.

/s/PricewaterhouseCoopers LLP
Tampa, Florida
March 3, 2021

We have served as the Company's auditor since 2007.

PRIMO WATER CORPORATION

CONSOLIDATED STATEMENTS OF OPERATIONS

(in millions of U.S. dollars, except share and per share amounts)

| | For the Year Ended | | |
|--|---------------------------|--------------------------|--------------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| Revenue, net | \$ 1,953.5 | \$ 1,795.4 | \$ 1,791.0 |
| Cost of sales | 839.6 | 734.2 | 767.4 |
| Gross profit | 1,113.9 | 1,061.2 | 1,023.6 |
| Selling, general and administrative expenses | 1,006.6 | 962.2 | 955.0 |
| Loss on disposal of property, plant and equipment, net | 10.6 | 7.6 | 8.7 |
| Acquisition and integration expenses | 33.7 | 16.4 | 17.2 |
| Goodwill and intangible asset impairment charges | 115.2 | — | — |
| Operating (loss) income | (52.2) | 75.0 | 42.7 |
| Other expense (income), net | 18.7 | 3.7 | (42.0) |
| Interest expense, net | 81.6 | 77.6 | 77.6 |
| (Loss) income from continuing operations before income taxes | (152.5) | (6.3) | 7.1 |
| Income tax expense (benefit) | 4.3 | 4.5 | (8.3) |
| Net (loss) income from continuing operations | \$ (156.8) | \$ (10.8) | \$ 15.4 |
| Net income from discontinued operations, net of income taxes (Note 2) | 25.1 | 13.7 | 368.1 |
| Net (loss) income | \$ (131.7) | \$ 2.9 | \$ 383.5 |
| Less: Net income attributable to non-controlling interests - discontinued operations | — | — | 0.6 |
| Net (loss) income attributable to Primo Water Corporation | \$ (131.7) | \$ 2.9 | \$ 382.9 |
| Net (loss) income per common share attributable to Primo Water Corporation | | | |
| Basic: | | | |
| Continuing operations | \$ (1.01) | \$ (0.08) | \$ 0.11 |
| Discontinued operations | 0.16 | 0.10 | 2.64 |
| Net (loss) income | (0.85) | 0.02 | 2.75 |
| Diluted: | | | |
| Continuing operations | \$ (1.01) | \$ (0.08) | \$ 0.11 |
| Discontinued operations | 0.16 | 0.10 | 2.60 |
| Net (loss) income | (0.85) | 0.02 | 2.71 |
| Weighted average common shares outstanding (in thousands) | | | |
| Basic | 155,446 | 135,224 | 139,097 |
| Diluted | 155,446 | 135,224 | 141,436 |

The accompanying notes are an integral part of these consolidated financial statements.

PRIMO WATER CORPORATION

CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS) INCOME

(in millions of U.S. dollars)

| | For the Year Ended | | |
|--|---------------------------|--------------------------|--------------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| Net (loss) income | \$ (131.7) | \$ 2.9 | \$ 383.5 |
| Other comprehensive (loss) income: | | | |
| Currency translation adjustment | (6.9) | 13.6 | (16.1) |
| Pension benefit plan, net of tax ^{1,2} | (0.1) | (1.3) | 17.1 |
| (Loss) income on derivative instruments, net of tax ^{3,4} | (11.2) | 20.9 | (8.3) |
| Total other comprehensive (loss) income | (18.2) | 33.2 | (7.3) |
| Comprehensive (loss) income | \$ (149.9) | \$ 36.1 | \$ 376.2 |
| Less: Comprehensive income attributable to non-controlling interests | — | — | 0.6 |
| Comprehensive (loss) income attributable to Primo Water Corporation | \$ (149.9) | \$ 36.1 | \$ 375.6 |

¹ Net of \$3.6 million of associated tax impact that resulted in an increase to the gain on sale of discontinued operations for the year ended December 29, 2018.

² Net of the effect of \$0.2 million tax benefit and \$0.1 million tax expense for the years ended December 28, 2019 and December 29, 2018, respectively.

³ Net of \$1.3 million of associated tax impact that resulted in a decrease to the gain on sale of discontinued operations for the year ended January 2, 2021.

⁴ Net of the effect of \$3.0 million tax benefit, \$6.8 million tax expense and \$2.5 million tax benefit for the years ended January 2, 2021, December 28, 2019 and December 29, 2018, respectively.

The accompanying notes are an integral part of these consolidated financial statements.

PRIMO WATER CORPORATION
CONSOLIDATED BALANCE SHEETS
(in millions of U.S. dollars, except share amounts)

| | January 2, 2021 | December 28, 2019 |
|---|-------------------|-------------------|
| ASSETS | | |
| <i>Current assets</i> | | |
| Cash and cash equivalents | \$ 115.1 | \$ 156.9 |
| Accounts receivable, net of allowance of \$20.7 (\$8.8 as of December 28, 2019) | 222.3 | 216.7 |
| Inventories | 83.8 | 62.9 |
| Prepaid expenses and other current assets | 21.3 | 19.1 |
| Current assets of discontinued operations | — | 186.7 |
| Total current assets | 442.5 | 642.3 |
| Property, plant and equipment, net | 685.6 | 558.1 |
| Operating lease right-of-use-assets | 180.6 | 185.7 |
| Goodwill | 1,284.3 | 1,047.5 |
| Intangible assets, net | 987.6 | 597.0 |
| Other long-term assets, net | 24.1 | 20.5 |
| Long-term assets of discontinued operations | — | 339.8 |
| Total assets | \$ 3,604.7 | \$ 3,390.9 |
| LIABILITIES AND EQUITY | | |
| <i>Current liabilities</i> | | |
| Short-term borrowings | \$ 107.7 | \$ 92.4 |
| Current maturities of long-term debt | 17.9 | 6.9 |
| Accounts payable and accrued liabilities | 387.7 | 370.6 |
| Current operating lease obligations | 35.5 | 36.5 |
| Current liabilities of discontinued operations | — | 101.2 |
| Total current liabilities | 548.8 | 607.6 |
| Long-term debt | 1,345.1 | 1,259.1 |
| Operating lease obligations | 148.0 | 155.2 |
| Deferred tax liabilities | 148.1 | 90.6 |
| Other long-term liabilities | 67.8 | 58.7 |
| Long-term liabilities of discontinued operations | — | 53.5 |
| Total liabilities | 2,257.8 | 2,224.7 |
| Commitments and contingencies - Note 20 | | |
| <i>Equity</i> | | |
| Common shares, no par value - 160,406,464 (December 28, 2019 - 134,803,211) shares issued | 1,268.0 | 892.3 |
| Additional paid-in-capital | 84.5 | 77.4 |
| Retained earnings | 81.1 | 265.0 |
| Accumulated other comprehensive loss | (86.7) | (68.5) |
| Total Primo Water Corporation equity | 1,346.9 | 1,166.2 |
| Total liabilities and equity | \$ 3,604.7 | \$ 3,390.9 |

Approved by the Board of Directors:
/s/ Graham Savage
Director

The accompanying notes are an integral part of these consolidated financial statements.

PRIMO WATER CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions of U.S. dollars)

| | For the Year Ended | | |
|---|---------------------------|--------------------------|--------------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| Cash flows from operating activities of continuing operations: | | | |
| Net (loss) income | \$ (131.7) | \$ 2.9 | \$ 383.5 |
| Net income from discontinued operations, net of income taxes | 25.1 | 13.7 | 368.1 |
| Net (loss) income from continuing operations | (156.8) | (10.8) | 15.4 |
| Adjustments to reconcile net (loss) income from continuing operations to cash flows from operating activities: | | | |
| Depreciation and amortization | 202.1 | 168.6 | 171.7 |
| Amortization of financing fees | 3.5 | 3.5 | 3.5 |
| Share-based compensation expense | 22.1 | 11.7 | 19.1 |
| Provision (benefit) for deferred income taxes | 0.2 | (1.1) | (12.5) |
| Loss (gain) on extinguishment of long-term debt | 19.7 | — | (7.1) |
| (Gain) loss on sale of business | (0.6) | 6.0 | (6.0) |
| Goodwill and intangible asset impairment charges | 115.2 | — | — |
| Loss on disposal of property, plant and equipment, net | 10.6 | 7.6 | 8.7 |
| Other non-cash items | (1.2) | (2.4) | (2.9) |
| Change in operating assets and liabilities, net of acquisitions: | | | |
| Accounts receivable | 14.2 | 13.9 | (10.8) |
| Inventories | 1.0 | (5.4) | (0.2) |
| Prepaid expenses and other current assets | 2.4 | 4.4 | (0.7) |
| Other assets | (3.6) | 1.5 | (1.0) |
| Accounts payable and accrued liabilities and other liabilities | (35.2) | 7.7 | 19.1 |
| Net cash provided by operating activities from continuing operations | 193.6 | 205.2 | 196.3 |
| Cash flows from investing activities of continuing operations: | | | |
| Acquisitions, net of cash received | (446.1) | (54.6) | (164.0) |
| Additions to property, plant and equipment | (114.0) | (101.3) | (114.8) |
| Additions to intangible assets | (9.3) | (8.8) | (12.9) |
| Proceeds from sale of property, plant and equipment | 1.8 | 2.2 | 2.9 |
| Proceeds from sale of business, net of cash sold | — | 50.5 | 12.8 |
| Proceeds from sale of equity securities | — | — | 7.9 |
| Other investing activities | 0.7 | 0.4 | — |
| Net cash used in investing activities from continuing operations | (566.9) | (111.6) | (268.1) |
| Cash flows from financing activities of continuing operations: | | | |

| | | | |
|---|---------------|-------------|-------------|
| Payments of long-term debt | (545.6) | (5.0) | (264.5) |
| Issuance of long-term debt | 533.5 | — | 2.7 |
| Payments on short-term borrowings | (334.7) | (64.2) | (17.4) |
| Proceeds from short-term borrowings | 347.5 | 75.1 | 98.4 |
| Premiums and costs paid upon extinguishment of long-term debt | (14.7) | — | (12.5) |
| Issuance of common shares | 3.4 | 1.2 | 6.4 |
| Common shares repurchased and canceled | (33.2) | (31.8) | (74.9) |
| Financing fees | (11.2) | — | (1.5) |
| Equity issuance fees | (1.1) | — | — |
| Dividends paid to common and preferred shareholders | (39.6) | (32.5) | (33.4) |
| Payment of contingent consideration for acquisitions | (1.2) | (0.3) | (2.8) |
| Other financing activities | 5.9 | (7.9) | 2.9 |
| Net cash used in financing activities from continuing operations | (91.0) | (65.4) | (296.6) |
| Cash flows from discontinued operations: | | | |
| Operating activities of discontinued operations | (17.4) | 41.6 | (49.6) |
| Investing activities of discontinued operations | 388.9 | (36.2) | 1,210.9 |
| Financing activities of discontinued operations | (0.1) | (0.6) | (769.7) |
| Net cash provided by discontinued operations | 371.4 | 4.8 | 391.6 |
| Effect of exchange rate changes on cash | 2.5 | 1.7 | (10.3) |
| Net (decrease) increase in cash, cash equivalents and restricted cash | (90.4) | 34.7 | 12.9 |
| Cash and cash equivalents and restricted cash, beginning of year | 205.5 | 170.8 | 157.9 |
| Cash and cash equivalents and restricted cash, end of year | 115.1 | 205.5 | 170.8 |
| Cash and cash equivalents and restricted cash of discontinued operations, end of year | — | 48.6 | 32.1 |
| Cash and cash equivalents and restricted cash from continuing operations, end of year | \$ 115.1 | \$ 156.9 | \$ 138.7 |
| Supplemental Non-cash Investing and Financing Activities: | | | |
| Shares issued in connection with business combination | \$ 377.6 | \$ — | \$ — |
| Additions to property, plant and equipment through accounts payable and accrued liabilities and other liabilities | \$ 12.5 | \$ 14.2 | \$ 11.6 |
| Accrued deferred financing fees | \$ 0.7 | \$ — | \$ — |
| Dividends payable issued through accounts payable and other accrued liabilities | \$ 0.3 | \$ 0.1 | \$ 0.3 |
| Supplemental Disclosures of Cash Flow Information: | | | |
| Cash paid for interest | \$ 87.2 | \$ 74.6 | \$ 68.9 |
| Cash paid for income taxes, net | \$ 8.1 | \$ 6.7 | \$ 8.6 |

The accompanying notes are an integral part of these consolidated financial statements.

PRIMO WATER CORPORATION

CONSOLIDATED STATEMENTS OF EQUITY

(in millions of U.S. dollars, except share amounts)

| | Primo Water Corporation Equity | | | | | | Total Equity |
|--|--|-----------------|----------------------------|---|--------------------------------------|---------------------------|-------------------|
| | Number of Common Shares (In thousands) | Common Shares | Additional Paid-in-Capital | Retained Earnings (Accumulated deficit) | Accumulated Other Comprehensive Loss | Non-Controlling Interests | |
| Balance at December 30, 2017 | 139,489 | \$ 917.1 | \$ 69.1 | \$ (12.2) | \$ (94.4) | \$ 6.1 | \$ 885.7 |
| Net income | — | — | — | 382.9 | — | 0.6 | 383.5 |
| Other comprehensive loss, net of tax | — | — | — | — | (7.3) | — | (7.3) |
| Common shares dividends (\$0.24 per common share) | — | — | — | (33.7) | — | — | (33.7) |
| Share-based compensation | — | — | 17.4 | — | — | — | 17.4 |
| Common shares repurchased and canceled | (4,981) | (36.7) | — | (38.2) | — | — | (74.9) |
| Common shares issued - Equity Incentive Plan | 1,581 | 17.4 | (12.4) | — | — | — | 5.0 |
| Common shares issued - Dividend Reinvestment Plan | 20 | 0.3 | — | — | — | — | 0.3 |
| Common shares issued - Employee Stock Purchase Plan | 86 | 1.3 | (0.2) | — | — | — | 1.1 |
| Distributions to non-controlling interests | — | — | — | — | — | (0.9) | (0.9) |
| Sale of subsidiary shares of non-controlling interests | — | — | — | — | — | (5.8) | (5.8) |
| Balance at December 29, 2018 | 136,195 | \$ 899.4 | \$ 73.9 | \$ 298.8 | \$ (101.7) | \$ — | \$ 1,170.4 |
| Cumulative effect of changes in accounting principle, net of taxes | — | — | — | 10.5 | — | — | 10.5 |
| Net income | — | — | — | 2.9 | — | — | 2.9 |
| Other comprehensive income, net of tax | — | — | — | — | 33.2 | — | 33.2 |
| Common shares dividends (\$0.24 per common share) | — | — | — | (32.6) | — | — | (32.6) |
| Share-based compensation | — | — | 12.4 | — | — | — | 12.4 |
| Common shares repurchased and canceled | (2,270) | (17.2) | — | (14.6) | — | — | (31.8) |
| Common shares issued - Equity Incentive Plan | 781 | 8.8 | (8.7) | — | — | — | 0.1 |
| Common shares issued - Dividend Reinvestment Plan | 3 | — | — | — | — | — | — |
| Common shares issued - Employee Stock Purchase Plan | 94 | 1.3 | (0.2) | — | — | — | 1.1 |
| Balance at December 28, 2019 | 134,803 | \$ 892.3 | \$ 77.4 | \$ 265.0 | \$ (68.5) | \$ — | \$ 1,166.2 |
| Cumulative effect of changes in accounting principle, net of taxes | — | — | — | (3.6) | — | — | (3.6) |
| Net loss | — | — | — | (131.7) | — | — | (131.7) |
| Other comprehensive loss, net of tax | — | — | — | — | (18.2) | — | (18.2) |
| Common shares dividends (\$0.24 per common share) | — | — | — | (38.9) | — | — | (38.9) |

| | | | | | | | |
|---|----------------|-------------------|----------------|----------------|------------------|-------------|-------------------|
| Share-based compensation | — | — | 19.8 | — | — | — | 19.8 |
| Common shares issued in connection with business combination and assumed vested awards, net of equity issuance costs of \$1.1 million | 26,497 | 376.5 | 2.9 | — | — | — | 379.4 |
| Common shares repurchased and canceled | (2,857) | (23.5) | — | (9.7) | — | — | (33.2) |
| Common shares issued - Equity Incentive Plan | 1,833 | 21.2 | (15.3) | — | — | — | 5.9 |
| Common shares issued - Dividend Reinvestment Plan | 1 | — | — | — | — | — | — |
| Common shares issued - Employee Stock Purchase Plan | 129 | 1.5 | (0.3) | — | — | — | 1.2 |
| Balance at January 2, 2021 | 160,406 | \$ 1,268.0 | \$ 84.5 | \$ 81.1 | \$ (86.7) | \$ — | \$ 1,346.9 |

The accompanying notes are an integral part of these consolidated financial statements.

Notes to Consolidated Financial Statements

Description of Business

On March 2, 2020, Cott Corporation completed the acquisition of Primo Water Corporation (“Legacy Primo” and such transaction, the “Legacy Primo Acquisition”). In connection with the closing of the Legacy Primo Acquisition, Cott Corporation changed its corporate name to Primo Water Corporation (“Primo”) and its ticker symbol on the New York Stock Exchange and Toronto Stock Exchange to “PRMW”. The Legacy Primo Acquisition is consistent with our strategy of transitioning to a pure-play water solutions provider.

As used herein, “Primo,” “the Company,” “our Company,” “Primo Water Corporation,” “we,” “us,” or “our” refers to Primo Water Corporation, together with its consolidated subsidiaries. Primo is a leading pure-play water solutions provider in North America, Europe and Israel. Primo operates largely under a recurring razor/razorblade revenue model. The razor in Primo’s revenue model is its industry leading line-up of sleek and innovative water dispensers, which are sold through major retailers and online at various price points or leased to customers. The dispensers help increase household penetration, which drives recurring purchases of Primo’s razorblade offering. Primo’s razorblade offering is comprised of Water Direct, Water Exchange, and Water Refill. Through its Water Direct business, Primo delivers sustainable hydration solutions across its 21-country footprint direct to the customer’s door, whether at home or to commercial businesses. Through its Water Exchange and Water Refill businesses, Primo offers pre-filled and reusable containers at over 13,000 locations and water refill units at approximately 22,000 locations, respectively. Primo also offers water filtration units across its 21-country footprint representing a top five position.

Primo’s water solutions expand consumer access to purified, spring and mineral water to promote a healthier, more sustainable lifestyle while simultaneously reducing plastic waste and pollution. Primo is committed to its water stewardship standards and is proud to partner with the International Bottled Water Association in North America as well as with Watercoolers Europe, which ensure strict adherence to safety, quality, sanitation and regulatory standards for the benefit of consumer protection. In the third quarter of 2020, our U.S. operations achieved a carbon neutral certification under the Carbon Neutral Protocol, an international standard administered by Natural Capital Partners. This certification is in addition to the certifications in our European operations where we have maintained carbon neutrality for the past nine consecutive years in many of our markets.

Note 1—Summary of Significant Accounting Policies

Basis of Presentation

These Consolidated Financial Statements have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”) using the U.S. dollar as the reporting currency, as the majority of our business and the majority of our shareowners are in the United States.

Our fiscal year is based on either a 52- or 53- week period ending on the Saturday closest to December 31. For the fiscal year ended January 2, 2021, we had 53- weeks of activity, compared to 52- weeks of activity for the fiscal years ended December 28, 2019 and December 29, 2018. We estimate the additional week contributed \$19.4 million of additional revenue and \$3.9 million of additional operating income for the fiscal year ended January 2, 2021.

One of our subsidiaries uses a calendar year-end which differs from the Company’s 52- or 53- week fiscal year end. Differences arising from the use of the different fiscal year ends were not deemed material for the fiscal years ended January 2, 2021, December 28, 2019 or December 29, 2018.

Basis of Consolidation

The Consolidated Financial Statements include our accounts, our wholly-owned and majority-owned subsidiaries that we control. All intercompany transactions and accounts have been eliminated in consolidation.

Changes in Presentation

During the second quarter of 2020, we implemented a restructuring program intended to optimize synergies from the Company’s transition to a pure-play water company following the Legacy Primo Acquisition and, as a result, reorganized into two reporting segments: North America (which includes our DS Services of America, Inc. (“DSS”), Aquaterra Corporation (“Aquaterra”), Mountain Valley Spring Company (“Mountain Valley”) and Legacy Primo businesses) and Rest of World (which includes our Eden Springs Nederland B.V. (“Eden”), Aimia Foods Limited (“Aimia”), Decantae Mineral Water Limited (“Decantae”) and John Farrer & Company Limited (“Farrers”) businesses). Our corporate oversight function and other miscellaneous expenses are aggregated and included in the All Other category. Our segment reporting results have been recast to reflect these changes for all periods presented.

Discontinued Operations

On February 28, 2020, we completed the sale of our coffee, tea and extract solutions business, S. & D. Coffee, Inc. (“S&D”) for consideration of \$405.0 million paid at closing in cash, with customary post-closing working capital adjustments, which were resolved in June 2020 by payment of 1.5 million from the Company to the purchasers of S&D. As a result of this transaction representing a strategic shift in our operations, the Company has reclassified the financial results of our discontinued operations to net income from discontinued operations, net of income taxes in the Consolidated Statements of Operations for the years ended December 28, 2019 and December 29, 2018. The assets and liabilities associated with S&D have been reflected as current and long-term assets and liabilities of discontinued operations in the Consolidated Balance Sheet as of December 28, 2019. Cash flows from our discontinued operations are presented in the Consolidated Statements of Cash Flows for the years ended December 28, 2019 and December 29, 2018. The Notes to the Consolidated Financial Statements are presented on a continuing operations basis unless otherwise noted.

In July 2017, we entered into a Share Purchase Agreement with Refresco Group B.V., a Dutch company (“Refresco”), pursuant to which we sold to Refresco, on January 30, 2018, our carbonated soft drinks and juice businesses and our Royal Crown International finished goods export business (collectively, the “Traditional Business” and such transaction, the “Traditional Business Divestiture”). The Traditional Business Divestiture was structured as a sale of the assets of our Canadian business and a sale of the stock of the operating subsidiaries engaged in the Traditional Business in the other jurisdictions after we completed an internal reorganization. The aggregate deal consideration was \$1.25 billion, paid at closing in cash, with customary post-closing adjustments resolved in December 2018 by the payment of 7.9 million from the Company to Refresco. The sale of the Traditional Business represented a strategic shift and had a major effect on our operations and, therefore, the Traditional Business is presented herein as discontinued operations. The Traditional Business excludes our North America and Rest of World reporting segments, and our Cott Beverages LLC business.

See Note 2 to the Consolidated Financial Statements for additional information on discontinued operations.

Impact of the COVID-19 Pandemic

The outbreak of the novel coronavirus (“COVID-19”) had a significant impact on our business, financial condition, results of operations and cash flows for the year ended January 2, 2021. In response to COVID-19, authorities in many of the markets in which we operate have implemented numerous measures to stall the spread of COVID-19, including travel bans and restrictions, quarantines, curfews, shelter in place orders, and business shutdowns. These measures have impacted and will continue to impact us, our customers, employees, distributors, suppliers and other third parties with whom we do business. There is considerable uncertainty regarding how these measures and future measures in response to the pandemic will impact our business in the future, including whether they will result in further changes in demand for our services and products, further increases in operating costs (whether as a result of changes to our supply chain or increases in employee costs or otherwise), and how they will further impact our supply chain, each or all of which can impact our ability to make, manufacture, distribute and sell our products. In addition, measures that impact our ability to access our offices, plants, warehouses, distribution centers or other facilities, or that impact the ability of our customers, employees, distributors, suppliers and other third parties to do the same, may impact the availability of our and their employees, many of whom are not able to perform their job functions remotely.

In response to COVID-19, certain government authorities have enacted programs which provide various economic stimulus measures, including several tax provisions. Among the business tax provisions is the deferral of certain payroll and other tax remittances to future years and wage subsidies as reimbursement for a portion of certain furloughed employees’ salaries. During the year ended January 2, 2021, we received wage subsidies under these programs totaling \$7.4 million. We review our eligibility for these programs for each qualifying period and account for such wage subsidies on an accrual basis when the conditions for eligibility are met. The Company has adopted an accounting policy to present wage subsidies as a reduction of selling, general and administrative (“SG&A”) expenses. In addition, deferred payroll and other taxes totaling \$9.0 million were included in accounts payable and accrued liabilities and \$7.5 million were included in other long-term liabilities on our Consolidated Balance Sheet as of January 2, 2021.

During the year ended January 2, 2021, we recorded a total of \$115.2 million of non-cash impairment charges related to goodwill and intangible assets. See goodwill and intangible asset impairment information below. The impairment charges were driven primarily by the impact of the COVID-19 pandemic and revised projections of future operating results.

In addition, on June 11, 2020, we announced that our Board of Directors approved a plan intended to optimize synergies from the Company's transition to a pure-play water company following the Legacy Primo Acquisition and to mitigate the negative financial and operational impacts of the COVID-19 pandemic, including implementing headcount reductions and furloughs in our North America and Rest of World reporting segments ("2020 Restructuring Plan"). When we implement these programs, we incur various charges, including severance, asset impairments, and other employment related costs. In connection with the 2020 Restructuring Plan, we expected to incur approximately \$19.0 million in severance costs. We have revised this estimate to \$10.5 million and all costs related to the 2020 Restructuring Plan have been recorded as of January 2, 2021. All severance costs incurred by the 2020 Restructuring Plan during the year ended January 2, 2021 are included in SG&A expenses on the Consolidated Statement of Operations.

The following table summarizes restructuring charges for the year ended January 2, 2021:

| (in millions of U.S. dollars) | For the Year Ended January 2, 2021 | |
|--------------------------------------|---|-------------|
| North America | \$ | 2.7 |
| Rest of World | | 7.8 |
| Total | \$ | 10.5 |

The following table summarizes our restructuring liability as of January 2, 2021, along with charges to costs and expenses and cash payments. We expect to pay the remaining restructuring liability in the first half of 2021.

| (in millions of U.S. dollars) | Restructuring Liability | | | |
|--------------------------------------|---|--|----------------------|---------------------------------------|
| | Balance at December 28, 2019 | Charges to Costs and Expenses | Cash Payments | Balance at January 2, 2021 |
| North America | \$ — | \$ 2.7 | \$ (2.7) | \$ — |
| Rest of World | — | 7.8 | (7.5) | 0.3 |
| Total | \$ — | \$ 10.5 | \$ (10.2) | \$ 0.3 |

Estimates

The preparation of these Consolidated Financial Statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the amount of revenue and expenses during the reporting period. Actual results could differ from those estimates. The Consolidated Financial Statements include estimates and assumptions that, in the opinion of management, were significant to the underlying amounts representing the future valuation of intangible assets, long-lived assets and goodwill, realization of deferred income tax assets, the resolution of tax contingencies and projected benefit plan obligations.

Revenue Recognition

We recognize revenue, net of sales returns, when ownership passes to customers for products manufactured in our own plants and/or by third-parties on our behalf, and when prices to our customers are fixed or determinable and collection is reasonably assured. This may be upon shipment of goods or upon delivery to the customer, depending on contractual terms. Shipping and handling costs paid by the customer to us are included in revenue. Although we occasionally accept returns of products from our customers, historically returns have not been material.

We also recognize rental income on filtration, brewers and dispensing equipment at customer locations based on the terms of the related rental agreements, which are generally measured based on 28-day periods. Amounts billed to customers for rental in future periods are deferred and included in accounts payable and accrued liabilities on the Consolidated Balance Sheets.

Sales Incentives

We participate in various incentive programs with our customers, including volume-based incentives, contractual rebates and promotional allowances. Volume incentives are based on our customers achieving volume targets for a period of time. Volume incentives and contractual rebates are deducted from revenue and accrued as the incentives are earned and are based on management's estimate of the total the customer is expected to earn and claim. Promotional allowances are accrued at the time of revenue recognition and are deducted from revenue based on either the volume shipped or the volume sold at the retailer location, depending on the terms of the allowance. We regularly review customer sales forecasts to ensure volume targets will be met and adjust incentive accruals and revenues accordingly.

Cost of Sales

We record costs associated with the manufacturing of our products in cost of sales. Shipping and handling costs incurred to store, prepare and move products between production facilities or from production facilities to branch locations or storage facilities are recorded in cost of sales. Shipping and handling costs incurred to deliver products from our North America and Rest of World reporting segments branch locations to the end-user consumer of those products are recorded in selling, general and administrative ("SG&A") expenses. All other costs incurred in shipment of products from our production facilities to customer locations are reflected in cost of sales. Shipping and handling costs included in SG&A were \$441.4 million, \$479.3 million, and \$461.7 million for the years ended January 2, 2021, December 28, 2019, and December 29, 2018, respectively. Finished goods inventory costs include the cost of direct labor and materials and the applicable share of overhead expense chargeable to production.

Selling, General and Administrative Expenses

We record all other expenses not charged to production as SG&A expenses. Advertising costs are expensed at the commencement of an advertising campaign and are recognized as a component of SG&A expenses. Advertising costs expensed were approximately \$21.2 million, \$22.5 million, and \$23.0 million for the years ended January 2, 2021, December 28, 2019, and December 29, 2018, respectively.

Share-Based Compensation

We have in effect equity incentive plans under which Time-based RSUs, Performance-based RSUs, non-qualified stock options and director share awards have been granted (as such terms are defined in Note 9 of the Consolidated Financial Statements). Share-based compensation expense for all share-based compensation awards is based on the grant-date fair value. We recognized these compensation costs on a straight-line basis over the requisite service period of the award, which is generally the vesting term of three years, and account for forfeitures when they occur. The fair value of the Company's Time-based RSUs, Performance-based RSUs and director share awards are based on the closing market price of its common shares on the date of grant as stated on the NYSE. We estimate the fair value of non-qualified options as of the date of grant using the Black-Scholes option pricing model. This model considers, among other factors, the expected life of the award, the expected volatility of the Company's share price, and expected dividends. The Company records share-based compensation expense in SG&A expenses.

All excess tax benefits and tax deficiencies related to share-based compensation are recognized in results of operations at settlement or expiration of the award. The excess tax benefit or deficiency is calculated as the difference between the grant date price and the price of our common shares on the vesting or exercise date.

Cash and Cash Equivalents

Cash and cash equivalents include all highly liquid investments with original maturities not exceeding three months at the time of purchase. The fair values of our cash and cash equivalents approximate the amounts shown on our Consolidated Balance Sheets due to their short-term nature.

Accounts Receivable, Net of Allowance for Credit Losses

All trade accounts receivable are uncollected amounts owed to us from transactions with our North America and Rest of World customers. Trade accounts receivable represent amounts billed to customers and not yet collected, and are presented net of allowance for credit losses. We estimate an allowance for credit losses based on historical loss experience, adverse situations that may affect a customer's ability to pay, current conditions, reasonable and supportable forecasts and current economic outlook. Customer demographic, such as large commercial customers as compared to small businesses or individual customers, and the customer's geographic market are also considered when estimating credit losses. Historical loss experience was based on actual loss rates over a one year period. Additionally, we evaluate current conditions and review third-party economic forecasts on a quarterly basis to determine the impact on the allowance for credit losses. The assumptions used in determining an estimate of credit losses are inherently subjective and actual results may differ significantly from estimated reserves.

Inventories

Inventories are stated at the lower of cost, determined on the first-in, first-out method, or net realizable value. Finished goods and work-in-process include the inventory costs of raw materials, direct labor and manufacturing overhead costs. As a result, we use an inventory reserve to adjust our inventory costs down to a net realizable value and to reserve for estimated obsolescence of both raw materials and finished goods.

Customer Deposits

The Company generally collects deposits on multi-gallon bottles used by our residential and commercial water delivery customers. Such deposits are refunded only after customers return such bottles in satisfactory condition. The associated bottle deposit liability is estimated based on the number of water customers, average consumption and return rates and bottle deposit market rates. The Company analyzes these assumptions quarterly and adjusts the bottle deposit liability as necessary.

Property, Plant and Equipment

Property, plant and equipment are stated at cost less accumulated depreciation. Depreciation is allocated between cost of sales and SG&A expenses and is determined using the straight-line method over the estimated useful lives of the assets.

Leasehold improvements are amortized using the straight-line method over the remaining life of the lease or useful life of the asset, whichever is shorter. Maintenance and repairs are charged to operating expense when incurred.

Leases

We have operating and finance leases for manufacturing and production facilities, branch distribution and warehouse facilities, vehicles and machinery and equipment. At inception, we determine whether an agreement represents a lease and, at commencement, we evaluate each lease agreement to determine whether the lease constitutes an operating or financing lease. Some of our lease agreements have renewal options, tenant improvement allowances, rent holidays and rent escalation clauses.

We adopted the Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") 2016-02 - Leases as of December 30, 2018 using the cumulative-effect adjustment method and elected the package of practical expedients permitted in Accounting Standards Codification ("ASC") Topic 842. Accordingly, we accounted for our existing leases as operating or finance leases under the new guidance, without reassessing (a) whether the contracts contain a lease under ASC Topic 842, (b) whether classification of the leases would be different in accordance with ASC Topic 842, or (c) whether the unamortized initial direct costs before transition adjustments (as of December 29, 2018) would have met the definition of initial direct costs in ASC Topic 842 at lease commencement. We also elected to not separate lease components from non-lease components for all fixed payments.

Adoption of ASU 2016-02 did not have a material impact on the Company's cash flows from operations and had no impact on the Company's operating results. The most significant impact was the recognition of operating lease right-of-use assets and operating lease obligations on our balance sheet. Right-of-use lease assets represent our right to use the underlying asset for the lease term, and the operating lease obligation represents our commitment to make the lease payments arising from the lease. We have elected not to recognize on the balance sheet leases with terms of one-year or less. Lease liabilities and their corresponding right-of-use assets are recorded based on the present value of lease payments over the expected lease term. The interest rate implicit in lease contracts is typically not readily determinable. As such, we utilize the appropriate incremental borrowing rate, which is the rate incurred to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment. Certain adjustments to the right-of-use asset may be required for items such as initial direct costs paid or incentives received. The lease term may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. Operating lease expense is recognized on a straight-line basis over the lease term, subject to any changes in the lease or expectations regarding the terms.

Goodwill

Goodwill represents the excess purchase price of acquired businesses over the fair value of the net assets acquired. Goodwill is not amortized, but instead is tested for impairment at least annually.

The following table summarizes our goodwill on a reporting segment basis as of January 2, 2021 and December 28, 2019:

| (in millions of U.S. dollars) | Reporting Segment | | | Total |
|-----------------------------------|-------------------|-----------------|---------------|-------------------|
| | North America | Rest of World | All Other | |
| Balance December 29, 2018 | | | | |
| Goodwill | \$ 657.8 | \$ 363.8 | \$ 4.5 | \$ 1,026.1 |
| Accumulated impairment losses | — | — | — | — |
| | <u>\$ 657.8</u> | <u>\$ 363.8</u> | <u>\$ 4.5</u> | <u>\$ 1,026.1</u> |
| Goodwill acquired during the year | 17.4 | 17.9 | — | 35.3 |
| Measurement period adjustments | (3.1) | — | — | (3.1) |
| Divestitures | — | — | (4.5) | (4.5) |
| Foreign exchange | 1.0 | (7.3) | — | (6.3) |
| Balance December 28, 2019 | | | | |
| Goodwill | 673.1 | 374.4 | — | 1,047.5 |
| Accumulated impairment losses | — | — | — | — |
| | <u>\$ 673.1</u> | <u>\$ 374.4</u> | <u>\$ —</u> | <u>\$ 1,047.5</u> |
| Goodwill acquired during the year | 343.3 | 5.6 | — | 348.9 |
| Measurement period adjustments | (35.9) | — | — | (35.9) |
| Impairment losses | — | (104.1) | — | (104.1) |
| Foreign exchange | 1.6 | 26.3 | — | 27.9 |
| Balance January 2, 2021 | | | | |
| Goodwill | 982.1 | 406.3 | — | 1,388.4 |
| Accumulated impairment losses | — | (104.1) | — | (104.1) |
| | <u>\$ 982.1</u> | <u>\$ 302.2</u> | <u>\$ —</u> | <u>\$ 1,284.3</u> |

The Company operates through two operating segments: North America and Rest of World. These two operating segments are also reportable segments.

We test goodwill for impairment at least annually on the first day of the fourth quarter, based on our reporting unit carrying values, calculated as total assets less non-interest bearing liabilities, as of the end of the third quarter, or more frequently if we determine a triggering event has occurred during the year. During the second quarter of 2020, given the general deterioration in economic and market conditions in which we operate arising from the COVID-19 pandemic, we identified a triggering event indicating possible impairment of goodwill and intangible assets, as further described below. We did not identify impairment of our property, plant and equipment, lease-related right-of-use assets, or long-lived assets.

We evaluate goodwill for impairment on a reporting unit basis, which is an operating segment or a level below an operating segment, referred to as a component. A component of an operating segment is a reporting unit if the component constitutes a business for which discrete financial information is available and management regularly reviews the operating results of that component. However, two or more components of an operating segment can be aggregated and deemed a single reporting unit if the components have similar economic characteristics. Our North America operating segment was determined to have three components: DSS, Mountain Valley, and Aquaterra. We have determined that DSS and Aquaterra have similar economic characteristics and have aggregated them as a single reporting unit for the purpose of testing goodwill for impairment (“DSSAqua”). Our Rest of World operating segment was determined to have four components: Eden, Aimia, Decantae, and Farrers, none of which have similar economic characteristics. For the purpose of testing goodwill for impairment in 2020, we have determined reporting units are DSSAqua, Mountain Valley, Eden, Aimia, Decantae, and Farrers.

Due to the triggering event identified above arising from the impact of the COVID-19 pandemic, we first performed a qualitative assessment of goodwill to determine whether it was more likely than not that the fair value of these reporting units exceeded their respective carrying values. Based on this qualitative assessment, we determined that it was more likely than not that the fair value of our Eden, Aimia, Decantae, and Farrers reporting units did not exceed their respective carrying values. As a result, we performed an interim quantitative impairment test as of June 27, 2020 on these reporting units.

We determined the fair value of the reporting units being evaluated using a mix of the income approach (which is based on the discounted cash flows of the reporting unit) and the guideline public company approach. We weighted the income approach and the guideline public company approach at 50% each to determine the fair value of the reporting unit. We believe using a combination of these approaches provides a more accurate valuation because it incorporates the expected cash generation of the Company in addition to how a third-party market participant would value the reporting unit. As the business is assumed to continue in perpetuity, the discounted future cash flows includes a terminal value. Critical assumptions used in our valuation of the Eden reporting unit included the anticipated future cash flows, a weighted-average terminal revenue growth rate of 1.5% and a discount rate of 9.5%. Critical assumptions used in our valuation of the Aimia, Decantae, and Farrers reporting units included a weighted-average terminal revenue growth rate of 2.0% and a discount rate of 11.5%. The anticipated future cash flows assumption reflects projected revenue growth rates, SG&A expenses and capital expenditures. The terminal growth rate assumption incorporated into the discounted cash flow calculation reflects our long-term view of the market and industry, projected changes in the sale of our products, pricing of such products and operating profit margins. The discount rate was determined using various factors and sensitive assumptions, including bond yields, size premiums and tax rates. This rate was based on the weighted average cost of capital a market participant would use if evaluating the reporting unit as an investment. These assumptions are considered significant unobservable inputs and represent our best estimate of assumptions that market participants would use to determine the fair value of the respective reporting units. The key inputs into the discounted cash flow analysis were consistent with market data, where available, indicating that the assumptions used were in a reasonable range of observable market data.

Based on the quantitative assessment including consideration of the sensitivity of the assumptions made and methods used to determine fair value, industry trends and other relevant factors, we noted that the estimated fair value of the Aimia reporting unit exceeded its carrying value by approximately 23.5%. Therefore, no goodwill impairment charge was recorded for the Aimia reporting unit. Based on the quantitative assessment including consideration of the sensitivity of the assumptions made and methods used to determine fair value, industry trends and other relevant factors, we determined that goodwill was impaired for the Eden, Decantae, and Farrers reporting units and recognized impairment charges of \$103.3 million, \$0.3 million and \$0.5 million, respectively. These impairment charges are included in goodwill and intangible asset impairment charges in the Consolidated Statement of Operations for the year ended January 2, 2021.

We had goodwill of \$1,284.3 million on our Consolidated Balance Sheet at January 2, 2021, which represents amounts for the DSSAqua, Mountain Valley, Eden, Aimia, and Decantae reporting units.

For purposes of the 2020 annual test, we elected to perform a qualitative assessment for our DSSAqua, Mountain Valley, Eden, Aimia, and Decantae reporting units to assess whether it was more likely than not that the fair value of these reporting units exceeded their respective carrying values. In performing these assessments, management relied on a number of factors including, but not limited to, macroeconomic conditions, industry and market considerations, cost factors that would have a negative effect on earnings and cash flows, overall financial performance compared with forecasted projections in prior periods, and other relevant reporting unit events, the impact of which are all significant judgments and estimates. Based on these factors, management concluded that it was more likely than not that the fair values of the DSSAqua, Mountain Valley, Eden, Aimia, and Decantae reporting units were greater than their respective carrying amounts, including goodwill, indicating no impairment. Goodwill allocated to the DSSAqua, Mountain Valley, Eden, Aimia, and Decantae reporting units as of January 2, 2021 are \$966.1 million, \$16.0 million, \$246.3 million, \$54.6 million, and \$1.3 million, respectively.

Each year during the fourth quarter, we re-evaluate the assumptions used in our assessments, such as revenue growth rates, SG&A expenses, capital expenditures and discount rates, to reflect any significant changes in the business environment that could materially affect the fair value of our reporting units. Based on the evaluations performed in 2020, we determined that the fair value of each of our reporting units exceeded their carrying amounts.

Intangible Assets

As of January 2, 2021, our intangible assets subject to amortization, net of accumulated amortization were \$532.1 million, consisting principally of \$485.2 million of customer relationships that arose from acquisitions, \$24.3 million of software, and \$12.8 million of patents. Customer relationships are typically amortized on an accelerated basis for the period over which we expect to receive the economic benefits. The customer relationship intangible assets acquired in our acquisitions are amortized over the expected remaining useful life of those relationships on a basis that reflects the pattern of realization of the estimated undiscounted after-tax cash flows. We review the estimated useful life of these intangible assets annually, unless a review is required more frequently due to a triggering event, such as a loss of a significant customer. Our review of the estimated useful life takes into consideration the specific net cash flows related to the intangible asset. The permanent loss of, or significant decline in sales to customers included in the intangible asset would result in either an impairment in the value of the intangible asset or an accelerated amortization of any remaining value and could lead to an impairment of the fixed assets that were used to service that customer. In 2020, we recorded \$245.2 million in customer relationships acquired with the Legacy Primo Acquisition (as defined in Note 5 to the Consolidated Financial Statements). We did not record impairment charges for our intangible assets subject to amortization in 2020, 2019 or 2018.

Our intangible assets with indefinite lives relate to trademarks acquired in the acquisition of Legacy Primo (the "Legacy Primo Trademarks"), trademarks acquired in the acquisition of DSS (the "DSS Trademarks"), trademarks acquired in the acquisition of Eden (the "Eden Trademarks"), trademarks acquired in the acquisition of Aquaterra (the "Aquaterra Trademarks"), trademarks acquired in the Mountain Valley Acquisition (the "Mountain Valley Trademarks") and trademarks acquired in the Crystal Rock Acquisition (the "Crystal Rock Trademarks"). These assets have an aggregate net book value of \$455.5 million as of January 2, 2021. There are no legal, regulatory, contractual, competitive, economic, or other factors that limit the useful life of these intangible assets.

The life of the Legacy Primo Trademarks, DSS Trademarks, Eden Trademarks, Aquaterra Trademarks, Mountain Valley Trademarks and Crystal Rock Trademarks are considered to be indefinite and therefore these intangible assets are not amortized. Rather, they are tested for impairment at least annually or more frequently if we determine a triggering event has occurred during the year. We compare the carrying amount of the intangible asset to its fair value and when the carrying amount is greater than the fair value, we recognize an impairment loss.

As a result of the triggering event described above arising from the impact of the COVID-19 pandemic, we performed recoverability tests on our intangible assets, primarily trademarks, within each of our reporting segments as of June 27, 2020. We assessed qualitative factors to determine whether the existence of events or circumstances indicated that it was more likely than not that the fair value of our trademarks with indefinite lives were less than their respective carrying value. The qualitative factors we assessed included macroeconomic conditions, industry and market considerations, cost factors that would have a negative effect on earnings and cash flows, overall financial performance compared with forecasted projections in prior periods, and other relevant events, the impact of which are all significant judgments and estimates. Based on this qualitative assessment, we determined that impairment was more likely than not with the Eden Trademarks and the Aquaterra Trademarks. As a result, we performed an interim quantitative impairment test as of June 27, 2020 on these intangible assets.

To determine the fair value of the trademarks with indefinite lives associated with our Eden and Aquaterra businesses, we use a relief from royalty method of the income approach, which calculates a fair value royalty rate that is applied to revenue forecasts associated with those trademarks. The resulting cash flows are discounted using a rate to reflect the risk of achieving the projected royalty savings attributable to the trademarks. The assumptions used to estimate the fair value of these trademarks are subjective and require significant management judgment, including estimated future revenues, the royalty rate (which is estimated to be a reasonable market royalty charge that would be charged by a licensor of the trademarks) and the risk adjusted discount rate. Based on our impairment test, we determined the Eden Trademarks and the Aquaterra Trademarks were impaired and recognized impairment charges of \$9.9 million and \$1.2 million, respectively. These impairment charges are included in goodwill and intangible asset impairment charges in the Consolidated Statement of Operations for the year ended January 2, 2021.

We assessed qualitative factors to determine whether the existence of events or circumstances indicated that it was more likely than not that the fair value of the DSS Trademarks, Eden Trademarks, Aquaterra Trademarks, Mountain Valley Trademarks and Crystal Rock Trademarks were less than their respective carrying value. The qualitative factors we assessed included macroeconomic conditions, industry and market considerations, cost factors that would have a negative effect on earnings and cash flows, overall financial performance compared with forecasted projections in prior periods, and other relevant events, the impact of which are all significant judgments and estimates. During the fourth quarter of 2020, we concluded that it was more likely than not that the fair value of the DSS Trademarks, Eden Trademarks, Aquaterra Trademarks, Mountain Valley Trademarks and Crystal Rock Trademarks were more than its carrying value and therefore we were not required to perform any additional testing. The Legacy Primo Trademarks were acquired in 2020 and since we noted no changes to the business environment, operations or use of the trademarks, we did not perform an impairment test with respect to these trademarks.

Impairment and Disposal of Long-Lived Assets

When adverse events occur, we compare the carrying amount of long-lived assets to the estimated undiscounted future cash flows at the lowest level of independent cash flows for the group of long-lived assets and recognize any impairment loss based on discounted cash flows in the Consolidated Statements of Operations, taking into consideration the timing of testing and the asset's remaining useful life. The expected life and value of these long-lived assets is based on an evaluation of the competitive environment, history and future prospects as appropriate. We did not record impairments of long-lived assets in 2020, 2019 or 2018. As part of normal business operations, we identify long-lived assets that are no longer productive and dispose of them. Losses on disposals of assets are presented separately in our Consolidated Statements of Operations as part of operating income. We recognized losses on disposal of property, plant and equipment, net of \$10.6 million for the year ended January 2, 2021 (\$7.6 million—December 28, 2019; \$8.7 million—December 29, 2018).

Foreign Currency Translation

The assets and liabilities of non-U.S. active operations, all of which are self-sustaining, are translated to U.S. dollars at the exchange rates in effect at the balance sheet dates. Revenues and expenses are translated using average monthly exchange rates prevailing during the period. The resulting gains or losses are recorded in accumulated other comprehensive (income) loss.

Income Taxes

We account for income taxes under the asset and liability method. Deferred tax assets and liabilities are recognized based on the differences between the financial statement carrying amount of assets and liabilities and their respective tax bases, using currently enacted income tax rates. A valuation allowance is established to reduce deferred income tax assets if, on the basis of available evidence, it is not more likely than not that all or a portion of any deferred tax assets will be realized. The consideration of available evidence requires significant management judgment including an assessment of the future periods in which the deferred tax assets and liabilities are expected to be realized and projections of future taxable income.

The ultimate realization of the deferred tax assets, including net operating losses, is dependent upon the generation of future taxable income during the periods prior to their expiration. If our estimates and assumptions about future taxable income are not appropriate, the value of our deferred tax assets may not be recoverable, which may result in an increase to our valuation allowance that will impact current earnings.

We account for uncertain tax positions using a two-step process. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes, based on the technical merits. The second step requires management to estimate and measure the tax benefit as the largest amount that is more than 50% likely to be realized upon ultimate settlement. It is inherently difficult and subjective to estimate such amounts, as we have to determine the probability of various possible outcomes. We re-evaluate these uncertain tax positions on a quarterly basis. This evaluation is based on factors including, but not limited to, changes in facts or circumstances, changes in tax law, effectively settled issues under audit, and new audit activity. Such a change in recognition or measurement would result in the recognition of a tax benefit or an additional charge to the tax provision.

We recognize interest and penalties related to unrecognized tax benefits within the income tax expense (benefit) line in the accompanying Consolidated Statements of Operations, and we include accrued interest and penalties within the other long-term liabilities line in the accompanying Consolidated Balance Sheets.

Pension Costs

We record annual amounts relating to defined benefit pension plans based on calculations, which include various actuarial assumptions such as discount rates and assumed rates of return on plan assets depending on the pension plan. Material changes in pension costs may occur in the future due to changes in these assumptions. Future annual amounts could be impacted by changes in the discount rate, changes in the expected long-term rate of return on plan assets, changes in the level of contributions to the plans and other factors. The funded status is the difference between the fair value of plan assets and the benefit obligation. Future actuarial gains or losses that are not recognized as net periodic benefits cost in the same periods will be recognized as a component of other comprehensive income. The service cost component of net periodic pension cost is included in cost of sales and SG&A and all other components are included in other expense (income), net in the Consolidated Statements of Operations.

Recently Adopted Accounting Pronouncements

Update ASU 2016-13 – Financial Instruments—Credit Losses (Topic 326), Update ASU 2019-05 – Financial Instruments—Credit Losses—Targeted Transition Relief (Topic 326) and Update ASU 2019-11 – Codification Improvements to Financial Instruments—Credit Losses (Topic 326)

In June 2016, the FASB amended its guidance to measure all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. Entities will now use forward-looking information to better form their credit loss estimates. The amended guidance also requires enhanced disclosures to help financial statement users better understand significant estimates and judgments used in estimating credit losses, as well as the credit quality and underwriting standards of an entity's portfolio. In May 2019, the FASB amended the original guidance by providing an option to irrevocably elect the fair value option for certain financial instruments previously measured at amortized cost basis. In November 2019, the FASB provided additional guidance around how to report expected recoveries. For public entities, the amendments in this update are effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years, with early adoption permitted.

Effective December 29, 2019, we adopted the guidance in this amendment using the modified retrospective transition method. The adoption of this new standard, with the impact being the increase in allowance for doubtful accounts related to our trade accounts receivable, resulted in a cumulative-effect adjustment of \$3.6 million recognized to the opening balance of retained earnings. The Company will continue to actively monitor the impact of the COVID-19 pandemic on expected credit losses.

Update ASU 2018-13 – Fair Value Measurement (Topic 820)

In August 2018, the FASB amended its guidance on disclosure requirements for fair value measurement. The update amends existing fair value measurement disclosure requirements by adding, changing, or removing certain disclosures. The amendments in this update are effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years, with early adoption permitted. The standard also allows for early adoption of any removed or modified disclosures upon issuance of this update while delaying adoption of the additional disclosures until their effective date. We adopted the guidance in this amendment effective December 29, 2019 prospectively. Adoption of the new standard did not have a material impact on our Consolidated Financial Statements.

Update ASU 2018-15 – Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40)

In August 2018, the FASB amended its guidance on customer's accounting for implementation costs incurred in a cloud computing arrangement that is a service contract. This update aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. This update also requires customers to expense the capitalized implementation costs of a hosting arrangement that is a service contract over the term of the hosting arrangement. The amendments in this update are effective for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years, with early adoption permitted. We adopted the guidance in this amendment effective December 29, 2019. Adoption of the new standard did not have a material impact on our Consolidated Financial Statements.

Update ASU 2019-04 – Codification Improvements to Topic 326—Financial Instruments—Credit Losses, Topic 815—Derivative and Hedging, and Topic 825—Financial Instruments

In April 2019, the FASB amended its guidance to clarify and provide narrow-scope amendments for these three recent standards related to financial instruments accounting. The amendments in this update are effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. We adopted the guidance in this amendment effective December 29, 2019. Adoption of the new standard did not have a material impact on our Consolidated Financial Statements.

Update ASU 2019-12 – Income Taxes—Simplifying the Accounting for Income Taxes (Topic 740)

In December 2019, the FASB amended its guidance to remove certain exceptions to the general principles in Topic 740 and improve consistent application of and simplify GAAP for other areas of Topic 740 by clarifying and amending existing guidance. The amendments in this update are effective for fiscal years beginning after December 15, 2020, with early adoption permitted. We adopted the guidance in this amendment effective December 29, 2019. Adoption of the new standard did not have a material impact on our Consolidated Financial Statements.

Update ASU 2020-03 – Codification Improvements to Financial Instruments

In March 2020, the FASB amended its guidance to clarify or improve the financial instrument topics in the existing guidance. These amendments make the guidance easier to understand and apply by eliminating inconsistencies and providing clarifications. Certain amendments in this update are effective upon issuance of this update. The remaining amendments in this update are effective for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years, with early adoption permitted. We adopted the guidance in this amendment effective December 29, 2019. Adoption of the new standard did not have a material impact on our Consolidated Financial Statements.

Recently issued accounting pronouncements

Update ASU 2018-14 – Compensation—Retirement Benefits—Defined Benefit Plans—General (Subtopic 715-20)

In August 2018, the FASB amended its guidance on disclosure requirements for defined benefit plans. The update amends existing annual disclosure requirements applicable to all employers that sponsor defined benefit pension and other postretirement plans by adding, removing, and clarifying certain disclosures. The amendments in this update are effective for fiscal years beginning after December 15, 2020, with early adoption permitted, and are to be applied on a retrospective basis to all periods presented. We are currently assessing the impact of adoption of this standard on our Consolidated Financial Statements.

Update ASU 2020-04 – Reference Rate Reform (Topic 848)

In March 2020, the FASB issued guidance which provides optional expedients and exceptions to account for contracts, hedging relationships and other transactions that reference LIBOR or any other reference rates expected to be discontinued because of reference rate reform. This guidance is effective as of March 12, 2020 through December 31, 2022 and may be applied prospectively to contract modifications made and hedging relationships entered into or evaluated on or before December 31, 2022. The Company has not adopted any of the optional expedients or exceptions through January 2, 2021 but will continue to evaluate the possible adoption of any such expedients or exceptions during the effective period as circumstances evolve.

Note 2—Discontinued Operations

On February 28, 2020, the Company completed the sale of S&D to Westrock Coffee Company, LLC, a Delaware limited liability company (“Westrock”), pursuant to which Westrock acquired all of the issued and outstanding equity of S&D from the Company (S&D Divestiture”). The consideration was \$405.0 million paid at closing in cash, with customary post-closing working capital adjustments, which were resolved in June 2020 by payment of \$1.5 million from the Company to Westrock. The Company used the proceeds of the S&D Divestiture to finance a portion of the Legacy Primo Acquisition. See Note 5 to the Consolidated Financial Statements for additional information on the Legacy Primo Acquisition.

On January 30, 2018, the Company completed the sale of the Traditional Business to Refresco. The Traditional Business Divestiture was structured as a sale of the assets of the Canadian business and a sale of the stock of the operating subsidiaries engaged in the Traditional Business in the other jurisdictions after the Company completed an internal reorganization. The aggregate deal consideration was \$1.25 billion, paid at closing in cash, with customary post-closing adjustments, resolved in December 2018 by the payment of \$7.9 million from the Company to Refresco. As of December 28, 2019, \$12.4 million of the total sale proceeds were being held in escrow by a third-party escrow agent to secure potential indemnification claims. These funds are included in cash and cash equivalents on the Consolidated Balance Sheet. In July 2020, a settlement agreement was reached with Refresco. In exchange for a settlement of pending and future claims, \$4.0 million of the escrow funds were released to Refresco and the remaining \$8.4 million were released to us.

In connection with the Traditional Business Divestiture, the Company and Refresco entered into a Transition Services Agreement pursuant to which the Company and Refresco provide certain services to each other for various service periods, with the longest service period being 18 months, including tax and accounting services, certain human resources services, communications systems and support, and insurance/risk management. Each party was compensated for services rendered as set forth in the Transition Services Agreement. All service periods under the Transition Services Agreement have expired.

In addition, the Company and Refresco entered into certain Co-pack Manufacturing Agreements pursuant to which the Company and Refresco manufacture and supply certain beverage products for each other. Each party will be compensated for the products they supply as set forth in the Co-pack Manufacturing Agreements. The Co-pack Manufacturing Agreements have a term of 36 months.

For the year ended December 28, 2019, the Company paid Refresco \$0.7 million for the contract manufacture of beverage products and reimbursed Refresco \$0.7 million for various operational expenses that were paid by Refresco on its behalf. For the year ended December 28, 2019, Refresco paid the Company \$7.2 million for the contract manufacture of beverage products. For the year ended December 29, 2018, the Company paid Refresco \$8.7 million for the contract manufacture of beverage products and reimbursed Refresco \$47.2 million for various operational expenses that were paid by Refresco on its behalf. For the year ended December 29, 2018, Refresco paid the Company \$45.5 million for the contract manufacture of beverage products.

The major components of net income from discontinued operations, net of income taxes in the accompanying Consolidated Statements of Operations include the following:

| (in millions of U.S. dollars) | For the Year Ended | | |
|---|---------------------------|--------------------------|--------------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| Revenue, net ¹ | \$ 97.1 | \$ 605.0 | \$ 698.8 |
| Cost of sales | 71.1 | 438.4 | 534.0 |
| Operating (loss) income from discontinued operations | (0.5) | 15.4 | 18.1 |
| Gain on sale of discontinued operations | 53.7 | — | 427.9 |
| Income from discontinued operations, before income taxes | 53.1 | 15.7 | 419.5 |
| Income tax expense ^{2, 3} | 28.0 | 2.0 | 51.4 |
| Net income from discontinued operations, net of income taxes | 25.1 | 13.7 | 368.1 |
| Less: Net income attributable to non-controlling interests | — | — | 0.6 |
| Net income attributable to Primo Water Corporation – discontinued operations ⁴ | \$ 25.1 | \$ 13.7 | \$ 367.5 |

¹ Includes related party sales to continuing operations of \$1.0 million, \$5.9 million and \$5.7 million for the years ended January 2, 2021, December 28, 2019 and December 29, 2018, respectively.

² The Traditional Business Divestiture resulted in a taxable gain on sale in the U.S., which utilized a significant portion of the existing U.S. net operating loss carryforwards. As a result, the Company was in a net deferred tax liability position in the U.S. and thus a tax benefit of approximately \$35.1 million related to a release of the U.S. valuation allowance was recorded in 2018 and is offsetting the overall income tax expense related to discontinued operations. The Traditional Business Divestiture resulted in a non-taxable gain on sale in the United Kingdom. No tax benefit resulted from the Traditional Business Divestiture related to the taxable loss on sale in Canada due to the Company's valuation allowance position. During 2019, \$3.0 million of tax benefit was recorded related to the finalization of the U.S. tax gain calculation.

³ The S&D Divestiture resulted in tax expense of \$28.5 million on the gain on sale in 2020 and utilized a significant portion of the existing U.S. net operating loss carryforwards.

⁴ Net income attributable to Primo Water Corporation - discontinued operations is inclusive of interest expense on short-term borrowings and debt required to be repaid or extinguished as part of divestiture of \$3.4 million for the year ended December 29, 2018.

Assets and liabilities of discontinued operations presented in the accompanying Consolidated Balance Sheet as of December 28, 2019 include the following:

| (in millions of U.S. dollars) | December 28, 2019 | |
|---|--------------------------|--------------|
| ASSETS | | |
| Cash and cash equivalents | \$ | 48.6 |
| Accounts receivable, net | | 62.6 |
| Inventories | | 59.6 |
| Prepaid expenses and other current assets | | 15.9 |
| Current assets of discontinued operations | | 186.7 |
| Property, plant and equipment, net | | 89.7 |
| Operating lease right-of-use assets | | 17.5 |
| Goodwill | | 128.2 |
| Intangible assets, net | | 104.4 |
| Long-term assets of discontinued operations | \$ | 339.8 |
| LIABILITIES | | |
| Current maturities of long-term debt | \$ | 0.5 |
| Accounts payable and accrued liabilities | | 95.5 |
| Current operating lease obligations | | 5.2 |
| Current liabilities of discontinued operations | | 101.2 |
| Long-term debt | | 1.1 |
| Operating lease obligations | | 12.6 |
| Deferred tax liabilities | | 36.8 |
| Other long-term liabilities | | 3.0 |
| Long-term liabilities of discontinued operations | \$ | 53.5 |

Cash flows from discontinued operations included borrowings and payments under our previously existing asset-based lending credit facility of \$262.4 million and \$482.8 million, respectively, for the year ended December 29, 2018.

Note 3—Leases

We have operating and finance leases for manufacturing and production facilities, branch distribution and warehouse facilities, vehicles and machinery and equipment. The remaining terms on our finance leases range from one year to seven years, while our operating leases range from one year to 20 years, some of which may include options to extend the leases generally between one year and 10 years, and some of which may include options to terminate the leases within one year.

The components of lease expense were as follows:

| (in millions of U.S. dollars) | For the Year Ended | |
|--------------------------------------|---------------------------|--------------------------|
| | January 2, 2021 | December 28, 2019 |
| Operating lease cost | \$ 49.0 | \$ 47.7 |
| Short-term lease cost | 8.0 | 3.0 |
| Finance lease cost | | |
| Amortization of right-of-use assets | \$ 11.7 | \$ 4.5 |
| Interest on lease liabilities | 3.5 | 1.2 |
| Total finance lease cost | \$ 15.2 | \$ 5.7 |
| Sublease income | \$ 0.7 | \$ 0.8 |

Supplemental cash flow information related to leases was as follows:

| (in millions of U.S. dollars) | For the Year Ended | |
|--|---------------------------|--------------------------|
| | January 2, 2021 | December 28, 2019 |
| Cash paid for amounts included in the measurement of lease liabilities: | | |
| Operating cash flows from operating leases | 52.2 | \$ 47.2 |
| Operating cash flows from finance leases | 3.6 | 1.1 |
| Financing cash flows from finance leases | 10.5 | 3.8 |
| Right-of-use assets obtained in exchange for lease obligations: | | |
| Operating leases | 29.5 | \$ 25.0 |
| Finance leases | 52.2 | 28.6 |

Supplemental balance sheet information related to leases was as follows:

| (in millions of U.S. dollars, except lease term and discount rate) | January 2, 2021 | December 28, 2019 |
|---|------------------------|--------------------------|
| Operating leases | | |
| Operating lease right-of-use assets | \$ 180.6 | \$ 185.7 |
| Current operating lease obligations | 35.5 | 36.5 |
| Operating lease obligations | 148.0 | 155.2 |
| Total operating lease obligations | \$ 183.5 | \$ 191.7 |
| Financing leases | | |
| Property, plant and equipment, net | \$ 71.0 | \$ 30.4 |
| Current maturities of long-term debt | 13.2 | 5.8 |
| Long-term debt | 58.3 | 23.6 |
| Total finance lease obligations | \$ 71.5 | \$ 29.4 |
| Weighted Average Remaining Lease Term | | |
| Operating leases | 7.6 years | 8.7 years |
| Finance leases | 5.5 years | 5.6 years |
| Weighted Average Discount Rate | | |
| Operating leases | 6.1 % | 6.2 % |
| Finance leases | 4.9 % | 6.3 % |

Maturities of operating lease obligations were as follows:

| (in millions of U.S. dollars) | January 2, 2021 |
|--------------------------------------|------------------------|
| 2021 | \$ 45.4 |
| 2022 | 35.1 |
| 2023 | 30.5 |
| 2024 | 25.2 |
| 2025 | 20.6 |
| Thereafter | 81.0 |
| Total lease payments | 237.8 |
| Less imputed interest | (54.3) |
| Present value of lease obligations | <u>\$ 183.5</u> |

Maturities of finance lease obligations were as follows:

| (in millions of U.S. dollars) | January 2, 2021 |
|--------------------------------------|------------------------|
| 2021 | \$ 16.5 |
| 2022 | 15.5 |
| 2023 | 14.5 |
| 2024 | 12.7 |
| 2025 | 11.6 |
| Thereafter | 11.6 |
| Total lease payments | 82.4 |
| Less imputed interest | (10.9) |
| Present value of lease obligations | <u>\$ 71.5</u> |

During the fourth quarter of 2020, we entered into two building leases; the first with a 64 month term beginning in 2021 and the second with an 18 year term beginning in 2023. The total lease commitment for these two operating leases is approximately \$28.8 million.

Note 4—Revenue

Our principal source of revenue is from bottled water delivery direct to customers primarily in North America and Europe and from providing multi-gallon purified bottled water, self-service refill drinking water and water dispensers through major retailers in North America for the years ended January 2, 2021, December 28, 2019 and December 29, 2018. Revenue is recognized, net of sales returns, when a customer obtains control of promised goods or services in an amount that reflects the consideration we expect to receive in exchange for those goods or services. We measure revenue based on the consideration specified in the client arrangement, and revenue is recognized when the performance obligations in the client arrangement are satisfied. A performance obligation is a contractual promise to transfer a distinct service to the customer. The transaction price of a contract is allocated to each distinct performance obligation and recognized as revenue when the customer receives the benefit of the performance obligation. Clients typically receive the benefit of our services as they are performed. Substantially all our client contracts require that we be compensated for services performed to date. This may be upon shipment of goods or upon delivery to the customer, depending on contractual terms. Shipping and handling costs paid by the customer to us are included in revenue and costs incurred by us for shipping and handling activities that are performed after a customer obtains control of the product are accounted for as fulfillment costs. In addition, we exclude from net revenue and cost of sales taxes assessed by governmental authorities on revenue-producing transactions. Although we occasionally accept returns of products from our customers, historically returns have not been material.

Contract Estimates

The nature of certain of the Company's contracts give rise to variable consideration including cash discounts, volume-based rebates, point of sale promotions, and other promotional discounts to certain customers. For all promotional programs and discounts, the Company estimates the rebate or discount that will be granted to the customer and records an accrual upon invoicing. These estimated rebates or discounts are included in the transaction price of the Company's contracts with customers as a reduction to net revenues and are included as accrued sales incentives in accounts payable and accrued liabilities in the Consolidated Balance Sheets. This methodology is consistent with the manner in which the Company historically estimated and recorded promotional programs and discounts. Accrued sales incentives were \$9.9 million and \$7.1 million at January 2, 2021 and December 28, 2019, respectively.

We do not disclose the value of unsatisfied performance obligations for contracts (i) with an original expected length of one year or less or (ii) for which the Company recognizes revenue at the amount in which it has the right to invoice as the product is delivered.

Contract Balances

Contract liabilities relate primarily to advances received from the Company's customers before revenue is recognized. These amounts are recorded as deferred revenue and are included in accounts payable and accrued liabilities in the Consolidated Balance Sheets. The advances are expected to be earned as revenue within one year of receipt. Deferred revenues at January 2, 2021 and December 28, 2019 were \$11.7 million and \$23.6 million, respectively. The amount of revenue recognized for the year ended January 2, 2021 that was included in the December 28, 2019 deferred revenue balance was \$23.5 million.

The Company does not have any material contract assets as of January 2, 2021 and December 28, 2019.

Disaggregated Revenue

In general, the Company's business segmentation is aligned according to the nature and economic characteristics of its products and customer relationships and provides meaningful disaggregation of each business segment's results of operations.

Further disaggregation of net revenue to external customers by geographic area based on customer location is as follows:

| (in millions of U.S. dollars) | For the Year Ended | | |
|--------------------------------------|---------------------------|--------------------------|--------------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| United States | \$ 1,429.6 | \$ 1,210.0 | \$ 1,205.0 |
| United Kingdom | 142.2 | 172.0 | 173.2 |
| Canada | 64.1 | 67.0 | 64.1 |
| All other countries | 317.6 | 346.4 | 348.7 |
| Total | <u>\$ 1,953.5</u> | <u>\$ 1,795.4</u> | <u>\$ 1,791.0</u> |

Note 5—Acquisitions

Legacy Primo Acquisition

On March 2, 2020, the Company completed the Legacy Primo Acquisition, adding North America's leading single source provider of multi-gallon purified bottled water, self-service refill drinking water and water dispensers sold through major retailers to the Company's catalog of residential and commercial bottled water delivery businesses in North America and Europe. Primo is a familiar name in sustainable water solutions that will help drive the visibility of our water businesses, moving us towards a pure-play water solutions company. The Legacy Primo Acquisition broadens our capabilities and our portfolio, creating new cross-selling opportunities and vertical integration across residential and commercial delivery, retail, filtration, refill and exchange services. Integrating Legacy Primo with our North America business will enable us to combine the expertise and innovation of these two growing companies with complementary business models. The integration gives us the ability to expand Legacy Primo's products and services across our 21-country footprint.

The Legacy Primo Acquisition was structured as an exchange offer to purchase all of the outstanding shares of common stock of Legacy Primo for per-share consideration of (i) \$14.00 in cash, (ii) 1.0229 common shares plus cash in lieu of any fractional common share, or (iii) \$5.04 in cash and 0.6549 common shares, at the election of Legacy Primo's stockholders, subject to the proration procedures set forth in the merger agreement. Immediately following the consummation of the exchange offer, we indirectly acquired the remaining Legacy Primo shares through a merger between Legacy Primo and one of our wholly-owned subsidiaries.

The total cash and stock consideration paid by us in the Legacy Primo Acquisition is summarized below:

(in millions of U.S. dollars, except share and per share amounts)

| | | |
|--|----|--------------|
| Fair value of common shares issued to holders of Legacy Primo common stock (26,497,015 shares issued at \$14.25 per share) | \$ | 377.6 |
| Cash to holders of Legacy Primo common stock | | 216.1 |
| Cash paid to retire outstanding indebtedness on behalf of Legacy Primo | | 196.9 |
| Settlement of pre-existing relationship | | 4.7 |
| Fair value of replacement common share options and restricted stock units for Legacy Primo awards | | 2.9 |
| Total consideration | \$ | <u>798.2</u> |

The Legacy Primo Acquisition supported the Company's strategy of transitioning to a pure-play water solutions provider. The Company has accounted for this transaction as a business combination which requires that assets acquired and liabilities assumed be measured at their acquisition date fair values.

The purchase price of \$798.2 million has been allocated to the assets acquired and liabilities assumed based on management's estimates of their fair values as of the acquisition date. The excess of the adjusted purchase price over the aggregate fair values was recorded as goodwill. Measurement period adjustments recorded during the year ended January 2, 2021 included adjustments to property, plant and equipment and intangible assets based on results of the preliminary valuations, adjustments to operating and financing lease right-of-use assets and obligations based on a review of acquired leases, deferred tax adjustments related to the preliminary valuations, an adjustment to a note receivable existing at the acquisition date, as well as adjustments to inventory, prepaid expenses and other current assets, other assets, accounts payable and accrued liabilities, long-term debt and other long-term liabilities based on a review of their respective fair values as of the date of the Legacy Primo Acquisition. The measurement period adjustments did not have a material effect on our results of operations in prior periods.

The table below summarizes the originally reported estimated acquisition date fair values, measurement period adjustments recorded and the purchase price allocation of the assets acquired and the liabilities assumed:

| (in millions of U.S. dollars) | Originally Reported | Measurement Period Adjustments | Acquired Value |
|---|----------------------------|---|-----------------------|
| Cash and cash equivalents | \$ 1.3 | \$ — | \$ 1.3 |
| Accounts receivable | 21.9 | (0.3) | \$ 21.6 |
| Inventory | 12.7 | 5.7 | \$ 18.4 |
| Prepaid expenses and other current assets | 4.3 | 1.0 | \$ 5.3 |
| Property, plant and equipment | 119.0 | (11.2) | \$ 107.8 |
| Operating lease right-of-use-assets | 4.9 | (0.6) | \$ 4.3 |
| Goodwill | 337.4 | (36.2) | \$ 301.2 |
| Intangible assets | 361.3 | 60.3 | \$ 421.6 |
| Other assets | 3.9 | (3.5) | \$ 0.4 |
| Current maturities of long-term debt | (2.2) | (0.1) | \$ (2.3) |
| Accounts payable and accrued liabilities | (41.6) | (0.4) | \$ (42.0) |
| Current operating lease obligations | (1.8) | 0.4 | \$ (1.4) |
| Long-term debt | (5.8) | 0.2 | \$ (5.6) |
| Operating lease obligations | (3.1) | 0.1 | \$ (3.0) |
| Deferred tax liabilities | (11.7) | (15.9) | \$ (27.6) |
| Other long-term liabilities | (2.3) | 0.5 | \$ (1.8) |
| Total | \$ 798.2 | \$ — | \$ 798.2 |

The assets and liabilities acquired in the Legacy Primo Acquisition are recorded at their estimated fair values per preliminary valuations and management estimates and are subject to change when formal valuations and other studies are finalized. Estimated fair values for deferred tax balances are preliminary and are also subject to change based on the final valuation results. In addition, consideration for potential loss contingencies are still under review.

We incurred \$27.1 million of acquisition-related costs associated with the Legacy Primo Acquisition, which are included in acquisition and integration expenses in the Consolidated Statement of Operations for the year ended January 2, 2021. During the third quarter of 2020, Legacy Primo was integrated with our North America business, therefore it is impracticable to determine the amount of revenue and net income related to the Legacy Primo Acquisition included in our Consolidated Statement of Operations for the period from the date of the Legacy Primo Acquisition through January 2, 2021.

Intangible Assets

In our determination of the fair value of intangible assets, we consider, among other factors, the best use of acquired assets, analysis of historical financial performance and estimates of future performance of the acquired business' products. The estimated fair values of identified intangible assets are calculated considering both market participant assumptions, using an income approach, as well as estimates and assumptions provided by Primo management and management of the acquired business.

The estimated fair value of customer relationships represent future after-tax discounted cash flows that will be derived from sales to existing customers of the acquired business as of the date of acquisition. Critical assumptions used in our valuation of customer relationships include, but are not limited to, anticipated future cash flows, customer attrition rate and risk adjusted discount rate. Anticipated future cash flows assumption reflects projected revenue growth rates, EBITDA margins, synergies and capital expenditures.

The estimated fair value of trademarks and trade names represent the future projected cost savings associated with the premium and brand image obtained as a result of owning the trademark or trade name as opposed to obtaining the benefit of the trademark or trade name through a royalty or rental fee. Critical assumptions used in our valuation of trademarks and trade names include, but are not limited to, projected revenue growth rates, weighted-average terminal growth rate, risk adjusted discount rate and royalty rate.

The following table sets forth the components of identified intangible assets associated with the Legacy Primo Acquisition and their estimated weighted average useful lives:

| (in millions of U.S. dollars) | Estimated Fair Market Value | Estimated Useful Life |
|--------------------------------------|------------------------------------|------------------------------|
| Customer relationships | 245.2 | 26 years |
| Trade names | 174.9 | Indefinite |
| Software | 1.5 | 3 years |
| Total | <u>\$ 421.6</u> | |

Goodwill

Goodwill is calculated as the excess of the purchase consideration transferred over the fair value of the identifiable assets acquired less the liabilities assumed. The primary factors that contributed to the recognition of goodwill are cash flow projections that include expected future earnings, projections of growth and expected cost synergies resulting from integration of Legacy Primo into our operations. The goodwill recognized as part of the Legacy Primo Acquisition was allocated to the North America reporting segment, a portion of which is expected to be tax deductible.

Supplemental Pro Forma Data (unaudited)

The following unaudited pro forma financial information for the years ended January 2, 2021 and December 28, 2019, represent the combined results of our operations as if the Legacy Primo Acquisition had occurred on December 30, 2018. The unaudited pro forma financial information results reflect certain adjustments related to the Legacy Primo Acquisition such as increased amortization expense on acquired intangible assets resulting from the preliminary fair valuation of assets acquired. The unaudited pro forma financial information does not necessarily reflect the results of operations that would have occurred had we operated as a single entity during such periods.

| (in millions of U.S. dollars, except per share amounts) | For the Year Ended | |
|--|---------------------------|--------------------------|
| | January 2, 2021 | December 28, 2019 |
| Revenue | \$ 1,993.3 | \$ 2,064.5 |
| Net loss from continuing operations | \$ (136.3) | \$ (20.5) |
| Net loss | \$ (111.2) | \$ (6.8) |
| Net loss per common share from continuing operations, diluted | \$ (0.88) | \$ (0.13) |
| Net loss per common share, diluted | \$ (0.72) | \$ (0.04) |

Note 6—Other Expense (Income), Net

The following table summarizes other expense (income), net for the years ended January 2, 2021, December 28, 2019 and December 29, 2018:

| (in millions of U.S. dollars) | For the Year Ended | | |
|---|---------------------------|--------------------------|--------------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| Foreign exchange losses (gains), net | \$ 1.5 | \$ 0.9 | \$ (7.1) |
| Proceeds from legal settlements | (1.9) | — | (14.9) |
| (Gain) loss on sale of business | (0.6) | 6.0 | (6.0) |
| Transition services agreement service income | — | (0.3) | (2.6) |
| Loss (gain) on extinguishment of long-term debt | 19.7 | — | (7.1) |
| Other gains, net | — | (2.9) | (4.3) |
| Total | <u>\$ 18.7</u> | <u>\$ 3.7</u> | <u>\$ (42.0)</u> |

Note 7—Interest Expense, Net

The following table summarizes interest expense, net for the years ended January 2, 2021, December 28, 2019 and December 29, 2018:

| (in millions of U.S. dollars) | For the Year Ended | | |
|--------------------------------------|---------------------------|--------------------------|--------------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| Interest on long-term debt | \$ 68.7 | \$ 69.5 | \$ 72.2 |
| Interest on short-term debt | 5.0 | 4.3 | — |
| Other interest expense, net | 7.9 | 3.8 | 5.4 |
| Total | \$ 81.6 | \$ 77.6 | \$ 77.6 |

Note 8—Income Taxes**Provision (Benefit) for Income Taxes**

Income (loss) from continuing operations, before income taxes consisted of the following:

| (in millions of U.S. dollars) | For the Year Ended | | |
|--|---------------------------|--------------------------|--------------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| Canada | \$ (88.4) | \$ (57.0) | \$ (26.1) |
| Outside Canada | (64.1) | 50.7 | 33.2 |
| (Loss) income from continuing operations, before income taxes | \$ (152.5) | \$ (6.3) | \$ 7.1 |

Income tax expense (benefit) consisted of the following:

| (in millions of U.S. dollars) | For the Year Ended | | |
|--------------------------------------|---------------------------|--------------------------|--------------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| Current | | | |
| Canada | \$ — | (0.2) | \$ — |
| Outside Canada | 1.9 | 12.2 | 3.8 |
| | \$ 1.9 | \$ 12.0 | \$ 3.8 |
| Deferred | | | |
| Canada | \$ — | (1.0) | \$ (5.6) |
| Outside Canada | 2.4 | (6.5) | (6.5) |
| | \$ 2.4 | \$ (7.5) | \$ (12.1) |
| Income tax expense (benefit) | \$ 4.3 | \$ 4.5 | \$ (8.3) |

The following table reconciles income taxes calculated at the basic Canadian corporate rates with the income tax provision:

| (in millions of U.S. dollars) | For the Year Ended | | |
|--|---------------------------|--------------------------|--------------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| Income tax (benefit) expense based on Canadian statutory rates | \$ (40.4) | \$ (1.7) | \$ 1.9 |
| Foreign tax rate differential | (4.3) | (10.0) | (1.5) |
| Local taxes | 2.1 | 1.1 | (0.6) |
| Nontaxable interest income | (8.7) | (8.4) | (9.8) |
| Impairment expense | 17.6 | — | — |
| Impact of intercompany transactions and dividends | 10.8 | 12.2 | 1.0 |
| Income tax credits | (0.5) | (0.7) | — |
| Change in enacted tax rates | (1.7) | (0.1) | 3.4 |
| Change in valuation allowance | 28.5 | 19.7 | (4.2) |
| Change in uncertain tax positions | (1.5) | 0.1 | (1.8) |
| Equity compensation | 1.9 | 1.3 | 1.2 |
| Permanent differences | 1.6 | 1.3 | 0.8 |
| Adjustments to deferred taxes | (1.1) | (10.4) | 0.7 |
| Other items | — | 0.1 | 0.6 |
| Income tax expense (benefit) | \$ 4.3 | \$ 4.5 | \$ (8.3) |

Deferred Tax Assets and Liabilities

Deferred income tax assets and liabilities were recognized on temporary differences between the financial and tax bases of existing assets and liabilities as follows:

| (in millions of U.S. dollars) | January 2, 2021 | December 28, 2019 |
|--------------------------------------|------------------------|--------------------------|
| Deferred tax assets | | |
| Net operating loss carryforwards | \$ 196.4 | \$ 133.6 |
| Capital loss carryforwards | 14.5 | 12.0 |
| Liabilities and reserves | 32.0 | 25.7 |
| Stock options | 10.7 | 8.0 |
| Inventories | 2.4 | 3.4 |
| Interest expense | 9.8 | 11.3 |
| Right of use lease obligations | 50.7 | 44.6 |
| | <u>316.5</u> | <u>238.6</u> |
| Deferred tax liabilities | | |
| Property, plant and equipment | (65.0) | (63.7) |
| Intangible assets | (191.8) | (101.0) |
| Right of use assets | (50.1) | (43.2) |
| Other | (0.7) | (1.0) |
| | <u>(307.6)</u> | <u>(208.9)</u> |
| Valuation allowance | (156.5) | (120.3) |
| Net deferred tax liability | \$ (147.6) | \$ (90.6) |

As of January 2, 2021, we have outside tax basis differences, including undistributed earnings, in our foreign subsidiaries. For 2020, deferred taxes have not been recorded on the undistributed earnings because our foreign subsidiaries have the ability to repatriate funds to their respective parent company tax-efficiently or the undistributed earnings are indefinitely reinvested under the accounting guidance. In order to arrive at this conclusion, we considered factors including, but not limited to, past experience, domestic cash requirements, cash requirements to satisfy the ongoing operations, capital expenditures and other financial obligations of our subsidiaries. It is not practicable to determine the excess book basis over outside tax basis in the shares or the amount of incremental taxes that might arise if these earnings were to be remitted. The amount of tax payable could be significantly impacted by the jurisdiction in which a distribution was made, the amount of the distribution, foreign withholding taxes under applicable tax laws when distributed, relevant tax treaties and foreign tax credits. We repatriated earnings of \$221.8 million and \$75.1 million to Canada in 2020 and 2019, respectively, incurring no tax expense.

As of January 2, 2021, we have operating loss carryforwards totaling \$786.6 million, capital loss carryforwards totaling \$54.8 million, and tax credit carryforwards totaling \$2.6 million. The operating loss carryforward amount was attributable to Canadian operating loss carryforwards of \$273.1 million that will expire from 2027 to 2040; U.S. federal and state operating loss carryforwards of \$231.1 million and \$19.1 million, respectively, that will expire from 2021 to 2040; U.S. federal operating loss carryforwards of \$37.6 million that have indefinite lives; Dutch operating loss carryforwards of \$128.3 million that will expire from 2021 to 2027; and various other operating loss carryforwards of \$97.4 million that will expire from 2021 to 2040.

The capital loss carryforward is primarily attributable to Canadian capital losses of \$49.2 million and Israeli capital losses of \$5.5 million, all with indefinite lives. The tax credit carryforward of \$2.6 million will expire from 2021 to 2023.

In general, under Section 382 and 383 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), a U.S. corporation that undergoes an “ownership change” is subject to limitations on its ability to utilize its pre-change net operating losses (“NOLs”) or tax credits to offset future taxable income. Therefore, current or future changes in our Canadian stock ownership, many of which are outside of our control, could result in a U.S. ownership change under Section 382 and 383 of the Code. If we undergo a U.S. ownership change, our ability to utilize U.S. federal or state NOLs or tax credits could be limited. We monitor changes in our ownership on an ongoing basis and do not believe we had a change of control limitation as of January 2, 2021.

We establish a valuation allowance to reduce deferred tax assets if, based on the weight of the available evidence, both positive and negative, for each respective tax jurisdiction, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Due to recent cumulative losses, it was determined that it is more likely than not we will not realize the benefit of net operating loss carryforwards and other net deferred assets in Canada, and certain jurisdictions within the Eden business. The balance of the valuation allowance was \$156.5 million and \$120.3 million for the years ended January 2, 2021 and December 28, 2019, respectively. The valuation allowance increase in 2020 was primarily related to losses generated in tax jurisdictions with existing valuation allowances.

Additionally, we have determined that it is more likely than not that the benefit from our capital losses in Canada and Israel will not be realized in the future due to the uncertainty regarding potential future capital gains in the jurisdiction. In recognition of this risk, we have provided a valuation allowance of \$14.5 million on our capital losses.

Unrecognized Tax Benefits

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

| (in millions of U.S. dollars) | For the Year Ended | | |
|--|--------------------|-------------------|-------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| Unrecognized tax benefits at beginning of year | \$ 16.9 | \$ 15.1 | \$ 15.8 |
| Additions based on tax positions taken during a prior period | — | 5.0 | 1.3 |
| Reductions based on tax positions taken during a prior period | — | (1.9) | (0.1) |
| Settlement on tax positions taken during a prior period | (1.7) | — | — |
| Tax rate change | — | — | (0.1) |
| Lapse in statute of limitations | (1.0) | (2.9) | (4.3) |
| Additions based on tax positions taken during the current period | 1.3 | 1.7 | 3.0 |
| Cash payments | (0.2) | (0.2) | — |
| Foreign exchange | 0.3 | 0.1 | (0.5) |
| Unrecognized tax benefits at end of year | \$ 15.6 | \$ 16.9 | \$ 15.1 |

As of January 2, 2021, we had \$15.6 million of unrecognized tax benefits, a net decrease of \$1.3 million from \$16.9 million as of December 28, 2019. If we recognized our tax positions, approximately \$14.4 million would favorably impact the effective tax rate. We believe it is reasonably possible that our unrecognized tax benefits will decrease or be recognized in the next twelve months by up to \$3.0 million due to the settlement of certain tax positions and lapses in statutes of limitation in various tax jurisdictions.

We recognize interest and penalties related to unrecognized tax benefits in the provision for income taxes. No interest or penalties were recovered during the years ended January 2, 2021, December 28, 2019 and December 29, 2018. The amount of interest and penalties recognized on the Consolidated Balance Sheets for 2020 and 2019 were a liability of \$0.8 million and \$0.9 million, respectively.

Years through 2009 have been audited by the U.S. Internal Revenue Service, though the statutes are still open back to 2008 due to certain net operating loss carryforwards. Years prior to 2014 are closed to audit by U.S. state jurisdictions. We are currently under audit in Canada by the Canada Revenue Agency (“CRA”) for tax years 2014 and 2016. Years prior to 2014 are closed to audit by the CRA. We are currently under audit in Israel for the 2013 to 2017 tax years.

Note 9—Share-Based Compensation

Our shareowners approved our Amended and Restated Primo Water Corporation Equity Incentive Plan (the “Amended and Restated Equity Plan”) in its current form in May 2016, and approved the Primo Water Corporation 2018 Equity Incentive Plan (“2018 Equity Plan” and together with the Amended and Restated Equity Plan, the “Equity Plans”) in May 2018. Awards under the Equity Plans may be in the form of incentive stock options, non-qualified stock options, restricted shares, restricted share units, performance shares, performance units, stock appreciation rights, and stock payments to employees, directors and outside consultants. The Equity Plans are administered by the Human Resources and Compensation Committee (“HRCC”) of the Board of Directors or any other board committee as may be designated by the Board of Directors from time to time. Under the Amended and Restated Equity Plan, 20,000,000 shares are reserved for future issuance, and under the 2018 Equity Plan, 8,000,000 shares are reserved for future issuance, subject to adjustment upon a share split, share dividend, recapitalization, and other similar transactions and events. Shares that are issued under the Equity Plans are applied to reduce the maximum number of shares remaining available for issuance under the Equity Plans; provided that the total number of shares available for issuance under the Equity Plans are reduced two shares for each share issued pursuant to a “full-value” award (i.e., an award other than an option or stock appreciation right).

Shares to be issued pursuant to Time-based RSUs, Performance-based RSUs, or stock options that are forfeited, expired, or are canceled or settled without the issuance of shares return to the pool of shares available for issuance under the Equity Plans. As of January 2, 2021, there were approximately 120,000 shares available for future issuance under the Amended and Restated Equity Plan, and approximately 6,026,000 shares available for future issuance under the 2018 Equity Plan.

In the second quarter of 2020, the Human Resources and Compensation Committee of the Board of Directors (the “HRCC”) approved a bonus for a select group of associates that will be settled in fully vested common shares based on the closing share price on the date the achievement of the performance target described below is certified by the HRCC. The aggregate target payout of \$2.4 million is based on (1) attainment of a specified percentage target under the Company’s annual cash performance bonus plan for the DSS business, and (2) attainment of a specified annualized 2020 synergy target. This bonus was accounted for as a liability-classified award with a performance condition. The final bonus payout was based upon the performance percentage, which was 122% of the target payout. For the year ended January 2, 2021, the Company recorded \$2.9 million of share-based compensation expense, which is included in SG&A expenses on the Consolidated Statement of Operations. A related liability associated with these awards of \$2.9 million was recorded in accounts payable and accrued liabilities on the Consolidated Balance Sheet as of January 2, 2021.

The table below summarizes the share-based compensation expense for the years ended January 2, 2021, December 28, 2019, and December 29, 2018. Share-based compensation expense is recorded in SG&A expenses in the Consolidated Statements of Operations. As referenced below: (i) “Performance-based RSUs” represent restricted share units with performance-based vesting, (ii) “Time-based RSUs” represent restricted share units with time-based vesting, (iii) “Stock options” represent non-qualified stock options, (iv) “Director share awards” represent common shares issued in consideration of the annual board retainer fee to non-management members of our Board of Directors, and (v) the “ESPP” represents the Primo Water Corporation Employee Share Purchase Plan, under which common shares are issued to eligible employees at a discount through payroll deductions.

| (in millions of U.S. dollars) | For the Year Ended | | |
|--------------------------------------|---------------------------|--------------------------|--------------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| Stock options | \$ 5.5 | \$ 3.3 | \$ 5.3 |
| Performance-based RSUs | 7.8 | 5.7 | 7.0 |
| Time-based RSUs | 4.9 | 2.1 | 3.8 |
| Director share awards | 1.3 | 1.1 | 1.0 |
| Liability-classified awards | 2.9 | — | — |
| Employee Share Purchase Plan | 0.3 | 0.2 | 0.3 |
| Total ¹ | \$ 22.7 | \$ 12.4 | \$ 17.4 |

¹ Includes \$0.6 million and \$0.7 million of share-based compensation expense from our discontinued operations, which were included in net income from discontinued operations, net of income taxes on the Consolidated Statements of Operations for the years ended January 2, 2021 and December 28, 2019, respectively, and a reduction of \$1.7 million of share-based compensation expense from our discontinued operations, which were included in net income from discontinued operations, net of income taxes on the Consolidated Statement of Operations for the year ended December 29, 2018.

On August 4, 2020, we amended the Equity Plans to provide for defined criteria for a retirement along with continued vesting of equity awards upon a retirement. The total incremental compensation expense associated with the modification was \$5.9 million and was included in SG&A expenses on the Consolidated Statement of Operations for the year ended January 2, 2021.

On August 1, 2018, in connection with the appointment of Mr. Jerry Fowden to executive chairman of the Board effective December 30, 2018, the Board approved the modification of certain outstanding awards issued to Mr. Fowden. The modified awards will continue to vest in accordance with their normal applicable vesting schedules regardless of continued service. The total incremental compensation expense associated with the modification was \$5.5 million for the year ended December 29, 2018.

The tax benefit recognized related to share-based compensation expense for the fiscal year ended January 2, 2021 was \$0.8 million (December 28, 2019 - \$0.6 million; December 29, 2018 - \$0.9 million).

As of January 2, 2021, the unrecognized share-based compensation expense and weighted average years over which we expect to recognize it as compensation expense were as follows:

| <u>(in millions of U.S. dollars, except years)</u> | Unrecognized share-based compensation expense as of January 2, 2021 | Weighted average years expected to recognize compensation |
|--|--|--|
| Stock options | \$ 4.5 | 2.0 |
| Performance-based RSUs | 5.8 | 2.4 |
| Time-based RSUs | 4.0 | 2.0 |
| Total | <u>\$ 14.3</u> | |

Stock Options

During 2020, 2019 and 2018 approximately 1,053,600, 1,138,000, and 1,182,400 options were granted to certain employees under the Amended and Restated Equity Plan at a weighted-average exercise price of \$15.48, \$13.68, and \$14.67 per share, respectively. The weighted-average grant date fair value of the options was estimated to be \$4.63, \$3.42, and \$3.87 per share in 2020, 2019 and 2018, respectively, using the Black-Scholes option pricing model. The contractual term of an option granted is fixed by the Amended and Restated Equity Plan and cannot exceed ten years from the grant date.

The grant date fair value of each option granted during 2020, 2019 and 2018 was estimated on the date of grant using the Black-Scholes option pricing model with the following weighted-average assumptions:

| | For the Year Ended | | |
|-------------------------------|---------------------------|--------------------------|--------------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| Risk-free interest rate | 0.7 % | 1.8 % | 2.8 % |
| Average expected life (years) | 6.0 | 6.0 | 5.6 |
| Expected volatility | 36.2 % | 29.0 % | 28.8 % |
| Expected dividend yield | 1.6 % | 1.8 % | 1.6 % |

The following table summarizes the activity for Company stock options:

| | Stock Options (in thousands) | Weighted average exercise price | Weighted average contractual term (years) | Aggregate intrinsic value (in thousands) |
|--|---|--|--|---|
| Outstanding at December 31, 2017 | <u>5,006</u> | <u>\$ 11.41</u> | <u>8.1</u> | <u>\$ 26,952.3</u> |
| Granted | 1,182 | 14.67 | | |
| Exercised | (734) | 10.04 | | 4,408.1 |
| Forfeited or expired | (8) | 10.64 | | |
| Outstanding at December 29, 2018 | <u>5,446</u> | <u>\$ 12.30</u> | <u>7.3</u> | <u>\$ 11,993.0</u> |
| Granted | 1,138 | 13.68 | | |
| Exercised | (91) | 10.47 | | 389.1 |
| Forfeited or expired | — | — | | |
| Outstanding at December 28, 2019 | <u>6,493</u> | <u>\$ 12.57</u> | <u>6.9</u> | <u>\$ 11,045.4</u> |
| Granted | 1,054 | 15.48 | | |
| Exercised | (252) | 10.27 | | 1,185.9 |
| Forfeited or expired | (25) | 11.98 | | |
| Outstanding at January 2, 2021 | <u>7,270</u> | <u>\$ 13.07</u> | <u>6.5</u> | <u>\$ 20,659.3</u> |
| Exercisable at January 2, 2021 | <u>5,146</u> | <u>\$ 12.38</u> | <u>5.4</u> | <u>\$ 18,572.7</u> |
| Vested or expected to vest at January 2, 2021 | <u>7,270</u> | <u>\$ 13.07</u> | <u>6.5</u> | <u>\$ 20,659.3</u> |

The aggregate intrinsic value amounts in the table above represent the difference between the closing price of our common shares on the New York Stock Exchange on December 31, 2020, which was \$15.68 (December 27, 2019—\$13.45; December 28, 2018—\$13.66), and the exercise price, multiplied by the number of in-the-money stock options as of the same date.

Stock options granted during the year ended January 2, 2021 vest in three equal annual installments on the first, second and third anniversaries of the date of grant.

The total amount of cash received from the exercise of stock options was \$2.0 million during the fiscal year ended January 2, 2021 with an associated tax benefit of \$0.1 million realized. The total amount of cash received from the exercise of stock options was not material during the fiscal year ended December 28, 2019 with no associated tax benefit realized. The total amount of cash received from the exercise of stock options was \$5.0 million during the fiscal year ended December 29, 2018 with \$0.2 million associated tax benefit realized. The total fair value of options that vested during the year ended January 2, 2021 was \$15.8 million (December 28, 2019 — \$19.0 million; December 29, 2018 — \$16.8 million).

Other Awards

In 2020, we granted 118,059 common shares to the non-management members of our Board of Directors under the Amended and Restated Equity Plan with a grant date fair value of approximately \$1.3 million. The common shares were issued in consideration of the directors' annual board retainer fee and were vested upon issuance.

Additionally, in 2020, we granted 458,000 Performance-based RSUs, which vest at the end of a three-year performance period beginning on the first day of our 2021 fiscal year, and ending on the last day of our 2023 fiscal year. The number of shares ultimately awarded will be based upon the performance payout rate, which can range from 0% to 200% of the awards granted. The Performance-based RSUs vest primarily on the Company's achievement of average annual return on invested capital ("ROIC") and aggregate revenues for the applicable performance period (the "Performance Objectives"). The number of Performance-based RSUs that may vest and the related unrecognized compensation cost is subject to change based on the Performance Objectives achieved during the vesting period. The Company also granted 542,000 Time-based RSUs, which vest over three years in equal annual installments on the first, second and third anniversaries of the date of grant and include a service condition.

| | Number of Performance-based RSUs (in thousands) | Weighted Average Grant-Date Fair Value | Number of Time-based RSUs (in thousands) | Weighted Average Grant-Date Fair Value |
|--|---|--|--|--|
| Balance at December 31, 2017 | 2,899 | \$ 9.15 | 502 | \$ 13.14 |
| Awarded | 312 | 14.67 | 208 | 14.67 |
| Awarded in connection with modification | 246 | 9.21 | — | — |
| Issued | (686) | 9.32 | (269) | 13.07 |
| Forfeited | (1,106) | 6.55 | (14) | 13.24 |
| Balance at December 29, 2018 | 1,665 | \$ 13.90 | 427 | \$ 14.23 |
| Awarded | 285 | 13.69 | 216 | 13.69 |
| Awarded in connection with modification | 190 | 11.22 | — | — |
| Issued | (441) | 11.30 | (239) | 13.38 |
| Forfeited | (100) | 12.33 | (7) | 14.89 |
| Outstanding at December 28, 2019 | 1,599 | \$ 14.36 | 397 | \$ 14.43 |
| Awarded | 458 | 15.64 | 542 | 14.85 |
| Awarded in connection with modification | 344 | 17.50 | — | — |
| Issued | (842) | 16.80 | (371) | 13.82 |
| Forfeited | (374) | 16.03 | (20) | 14.18 |
| Outstanding at January 2, 2021 | 1,185 | \$ 15.27 | 548 | \$ 14.75 |
| Vested or expected to vest at January 2, 2021 | 1,279 | \$ 15.44 | 548 | \$ 14.75 |

The total fair value of Performance-based RSUs vested and issued during the years ended January 2, 2021, December 28, 2019 and December 29, 2018 were \$14.1 million, \$5.0 million and \$6.4 million. The total fair value of Time-based RSUs vested and issued during the years ended January 2, 2021, December 28, 2019, and December 29, 2018 were \$5.1 million, \$3.2 million, and \$3.5 million.

Employee Share Purchase Plan

The Company has maintained the Primo Water Corporation Employee Share Purchase Plan (the “ESPP”) since 2015. The ESPP qualifies as an “employee share purchase plan” under Section 423 of the Internal Revenue Code of 1986 (“IRC”), as amended. Substantially all employees are eligible to participate in the ESPP and may elect to participate at the beginning of any quarterly offering period. The ESPP authorizes the issuance, and the purchase by eligible employees, of up to 3,000,000 shares of Primo common shares through payroll deductions. Eligible employees who choose to participate may purchase Primo common shares at 90% of market value on the first or last day of the quarterly offering period, whichever is lower. The minimum contribution which an eligible employee may make under the ESPP is 1% of the employee’s eligible compensation, with the maximum contribution limited to 15% of the employee’s eligible compensation. At the end of each quarterly offering period for which the employee participates, the total amount of each employee’s payroll deduction for that offering period will be used to purchase Primo common shares. The Company recognized \$0.3 million, \$0.2 million and \$0.3 million of share-based compensation expense in SG&A expenses in the Consolidated Statements of Operations for 2020, 2019 and 2018, respectively. At January 2, 2021, 2,452,739 shares remained available for issuance under the ESPP.

Note 10—Common Shares and Net (Loss) Income per Common Share

Common Shares

On May 1, 2018, our Board of Directors approved a share repurchase program for up to \$50.0 million of Primo's outstanding shares over a 12-month period commencing on May 7, 2018 (the “Initial Repurchase Plan”). Since that date, for the year ended December 29, 2018, we repurchased 2,973,282 common shares for approximately \$46.0 million through open market transactions under the Initial Repurchase Plan. Shares purchased under the Initial Repurchase Plan were subsequently canceled.

On December 11, 2018, our Board of Directors approved a share repurchase program for up to \$50.0 million of Primo’s outstanding common shares over a 12-month period commencing on December 14, 2018 (the “Second Repurchase Plan”). Since that date, for the years ended December 28, 2019 and December 29, 2018, we repurchased 2,006,789 and 1,590,088 common shares for approximately \$27.8 million and \$22.2 million, respectively, through open market transactions under the Second Repurchase Plan. Shares purchased under the Second Repurchase Plan were subsequently canceled. During the second quarter of 2019, we utilized all funds under the Second Repurchase Plan.

On December 11, 2019, our Board of Directors approved a new share repurchase program for up to \$50.0 million of Primo’s outstanding common shares over a 12-month period (the “New Repurchase Plan”). We made no repurchases of our common shares under the New Repurchase Plan for the year ended December 28, 2019. For the year ended January 2, 2021, we repurchased 2,316,835 common shares for \$25.0 million through open market transactions under the New Repurchase Plan. Shares purchased under the New Repurchase Plan were subsequently canceled. The New Repurchase Plan expired on December 15, 2020 and no further purchases will be made under such plan.

On March 2, 2020, the Company completed the Legacy Primo Acquisition, with 26,497,015 common shares issued at \$14.25 per share to holders of Legacy Primo (see Note 5 to the Consolidated Financial Statements).

Net (Loss) Income Per Common Share

Basic net (loss) income per common share is calculated by dividing net (loss) income attributable to Primo Water Corporation by the weighted average number of common shares outstanding during the periods presented. Diluted net (loss) income per common share is calculated by dividing diluted net (loss) income attributable to Primo Water Corporation by the weighted average number of common shares outstanding adjusted to include the effect, if dilutive, of the exercise of in-the-money stock options, Performance-based RSUs, and Time-based RSUs during the periods presented.

Set forth below is a reconciliation of the numerator and denominator for the diluted net (loss) income per common share computations for the periods indicated:

| | For the Year Ended | | |
|---|--------------------|-------------------|-------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| Numerator (in millions): | | | |
| Net (loss) income attributable to Primo Water Corporation | | | |
| Continuing operations | \$ (156.8) | \$ (10.8) | \$ 15.4 |
| Discontinued operations | 25.1 | 13.7 | 367.5 |
| Net (loss) income | <u>(131.7)</u> | <u>2.9</u> | <u>382.9</u> |
| Basic Earnings Per Share | | | |
| Denominator (in thousands): | | | |
| Weighted average common shares outstanding - basic | 155,446 | 135,224 | 139,097 |
| Basic Earnings Per Share: | | | |
| Continuing operations | (1.01) | (0.08) | 0.11 |
| Discontinued operations | 0.16 | 0.10 | 2.64 |
| Net (loss) income | <u>(0.85)</u> | <u>0.02</u> | <u>2.75</u> |
| Diluted Earnings Per Share | | | |
| Denominator (in thousands): | | | |
| Weighted average common shares outstanding - basic | 155,446 | 135,224 | 139,097 |
| Dilutive effect of Stock Options | — | — | 1,199 |
| Dilutive effect of Performance based RSUs | — | — | 900 |
| Dilutive effect of Time-based RSUs | — | — | 240 |
| Weighted average common shares outstanding - diluted | <u>155,446</u> | <u>135,224</u> | <u>141,436</u> |
| Diluted Earnings Per Share: | | | |
| Continued operations | (1.01) | (0.08) | 0.11 |
| Discontinued operations | 0.16 | 0.10 | 2.60 |
| Net (loss) income | <u>(0.85)</u> | <u>0.02</u> | <u>2.71</u> |

The following table summarizes anti-dilutive securities excluded from the computation of diluted net (loss) income per common share for the periods indicated:

| (in thousands) | For the Year Ended | | |
|-------------------------------------|--------------------|-------------------|-------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| Stock options | 7,270 | 6,493 | 2,095 |
| Performance-based RSUs ¹ | 1,185 | 1,594 | 564 |
| Time-based RSUs ² | 548 | 397 | 148 |

¹ Performance-based RSUs represent the number of shares expected to be issued based on the estimated achievement of pre-tax income for these awards.

² Time-based RSUs represent the number of shares expected to be issued based on known employee retention information.

Note 11—Segment Reporting

Our broad portfolio of products includes bottled water, water dispensers, purified bottled water, self-service refill drinking water, premium spring, sparkling and flavored water, mineral water, filtration equipment and coffee.

During the second quarter of 2020, we implemented a restructuring program intended to optimize synergies from the Company's transition to a pure-play water company following the Legacy Primo Acquisition and, as a result, reorganized into two reporting segments as follows: North America (which includes our DSS, Aquaterra, Mountain Valley, and Legacy Primo businesses) and Rest of World (which includes our Eden, Aimia, Decantae, and Farrers businesses). Our corporate oversight function and other miscellaneous expenses are aggregated and included in the All Other category. Segment reporting results have been recast to reflect these changes for all periods presented.

| | January 2, 2021 | | | |
|--|------------------------|----------------------|------------------|--------------|
| (in millions of U.S. dollars) | North America | Rest of World | All Other | Total |
| Revenue, net | \$ 1,493.2 | \$ 460.3 | \$ — | \$ 1,953.5 |
| Depreciation and amortization | 142.4 | 58.4 | 1.3 | 202.1 |
| Operating income (loss) | 132.1 | (111.4) | (72.9) | (52.2) |
| Property, plant and equipment, net | 550.7 | 134.1 | 0.8 | 685.6 |
| Goodwill | 982.1 | 302.2 | — | 1,284.3 |
| Intangible assets, net | 759.7 | 222.9 | 5.0 | 987.6 |
| Total segment assets ¹ | 2,729.7 | 841.3 | 33.7 | 3,604.7 |
| Additions to property, plant and equipment | 87.0 | 27.2 | (0.2) | 114.0 |

¹ Excludes intersegment receivables, investments and notes receivable.

| | December 28, 2019 | | | |
|--|--------------------------|----------------------|------------------|--------------|
| (in millions of U.S. dollars) | North America | Rest of World | All Other | Total |
| Revenue, net | \$ 1,269.8 | \$ 518.4 | \$ 7.2 | \$ 1,795.4 |
| Depreciation and amortization | 113.1 | 55.2 | 0.3 | 168.6 |
| Operating income (loss) | 92.7 | 29.1 | (46.8) | 75.0 |
| Property, plant and equipment, net | 433.2 | 123.8 | 1.1 | 558.1 |
| Goodwill | 673.1 | 374.4 | — | 1,047.5 |
| Intangible assets, net | 358.8 | 237.2 | 1.0 | 597.0 |
| Total segment assets ¹ | 1,874.5 | 941.6 | 48.3 | 2,864.4 |
| Additions to property, plant and equipment | 70.7 | 30.2 | 0.4 | 101.3 |

¹ Excludes intersegment receivables, investments and notes receivable.

| | December 29, 2018 | | | |
|--|--------------------------|----------------------|------------------|--------------|
| (in millions of U.S. dollars) | North America | Rest of World | All Other | Total |
| Revenue, net ¹ | \$ 1,188.4 | \$ 521.9 | \$ 80.7 | \$ 1,791.0 |
| Depreciation and amortization | 113.5 | 57.2 | 1.0 | 171.7 |
| Operating income (loss) | 69.2 | 26.8 | (53.3) | 42.7 |
| Additions to property, plant and equipment | 72.3 | 40.0 | 2.5 | 114.8 |

¹ All Other includes \$4.2 million of related party concentrate sales to discontinued operations for the year ended December 29, 2018.

| Reconciliation of Segment Assets to Total Assets (in millions of U.S. dollars) | December 28, 2019 |
|---|--------------------------|
| Segment assets ¹ | \$ 2,864.4 |
| Assets of discontinued operations ¹ | 526.5 |
| Total assets | \$ 3,390.9 |

¹ Excludes intersegment receivables, investments and notes receivable.

Credit risk arises from the potential default of a customer in meeting its financial obligations to us. Concentrations of credit exposure may arise with a group of customers that have similar economic characteristics or that are located in the same geographic region. The ability of such customers to meet obligations would be similarly affected by changing economic, political or other conditions. We are not currently aware of any facts that would create a material credit risk.

The impact of the COVID-19 pandemic may affect the ability of such customers to meet obligations to us. The full extent to which the COVID-19 pandemic will negatively affect our results of operations, financial condition and cash flows will depend on future developments that are highly uncertain and cannot be predicted, including the scope and duration of the pandemic and actions taken by governmental authorities in the markets in which we operate and other third parties in response to the pandemic.

We have limited customer concentration; no customer accounts for more than 10% of our net revenues.

Revenues are attributed to countries based on the location of the customer. Revenues generated from sales to external customers by geographic area were as follows:

| (in millions of U.S. dollars) | For the Year Ended | | |
|--------------------------------------|---------------------------|--------------------------|--------------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| United States | \$ 1,429.6 | \$ 1,210.0 | \$ 1,205.0 |
| United Kingdom | 142.2 | 172.0 | 173.2 |
| Canada | 64.1 | 67.0 | 64.1 |
| All other countries | 317.6 | 346.4 | 348.7 |
| Total | \$ 1,953.5 | \$ 1,795.4 | \$ 1,791.0 |

Revenues by channel by reporting segment were as follows:

| (in millions of U.S. dollars) | For the Year Ended January 2, 2021 | | | |
|--------------------------------------|---|----------------------|------------------|-------------------|
| | North America | Rest of World | All Other | Total |
| <i>Revenue, net</i> | | | | |
| Water Direct/Water Exchange | \$ 965.8 | \$ 211.6 | \$ — | \$ 1,177.4 |
| Water Refill/Water Filtration | 175.1 | 29.3 | — | 204.4 |
| Other Water | 160.7 | 63.5 | — | 224.2 |
| Water Dispensers | 75.9 | — | — | 75.9 |
| Other | 115.7 | 155.9 | — | 271.6 |
| Total | \$ 1,493.2 | \$ 460.3 | \$ — | \$ 1,953.5 |

| (in millions of U.S. dollars) | For the Year Ended December 28, 2019 | | | |
|--------------------------------------|---|----------------------|------------------|-------------------|
| | North America | Rest of World | All Other | Total |
| <i>Revenue, net</i> | | | | |
| Water Direct/Water Exchange | \$ 905.1 | \$ 252.7 | \$ — | \$ 1,157.8 |
| Water Refill/Water Filtration | 35.6 | 26.8 | — | 62.4 |
| Other Water | 157.8 | 59.4 | — | 217.2 |
| Other | 171.3 | 179.5 | 7.2 | 358.0 |
| Total | \$ 1,269.8 | \$ 518.4 | \$ 7.2 | \$ 1,795.4 |

| (in millions of U.S. dollars) | For the Year Ended December 29, 2018 | | | |
|--------------------------------------|---|----------------------|------------------|-------------------|
| | North America | Rest of World | All Other | Total |
| <i>Revenue, net</i> | | | | |
| Water Direct/Water Exchange | \$ 841.0 | \$ 261.5 | \$ — | \$ 1,102.5 |
| Water Refill/Water Filtration | 35.7 | 26.0 | — | 61.7 |
| Other Water | 159.5 | 55.5 | — | 215.0 |
| Other | 152.2 | 178.9 | 80.7 | 411.8 |
| Total | \$ 1,188.4 | \$ 521.9 | \$ 80.7 | \$ 1,791.0 |

Property, plant and equipment, net by geographic area as of January 2, 2021 and December 28, 2019 were as follows:

| (in millions of U.S. dollars) | January 2, 2021 | December 28, 2019 |
|--------------------------------------|------------------------|--------------------------|
| United States | \$ 527.4 | \$ 415.7 |
| United Kingdom | 21.9 | 20.9 |
| Canada | 24.1 | 18.6 |
| All other countries ¹ | 112.2 | 102.9 |
| Total | \$ 685.6 | \$ 558.1 |

¹ No individual country is greater than 10% of total property, plant and equipment, net as of January 2, 2021 and December 28, 2019.

Note 12—Accounts Receivable, Net

The following table summarizes accounts receivable, net as of January 2, 2021 and December 28, 2019:

| (in millions of U.S. dollars) | January 2, 2021 | December 28, 2019 |
|--------------------------------------|------------------------|--------------------------|
| Trade receivables | \$ 226.5 | \$ 209.9 |
| Allowance for doubtful accounts | (20.7) | (8.8) |
| Other | 16.5 | 15.6 |
| Total | \$ 222.3 | \$ 216.7 |

Note 13—Inventories

The following table summarizes inventories as of January 2, 2021 and December 28, 2019:

| (in millions of U.S. dollars) | January 2, 2021 | December 28, 2019 |
|--------------------------------------|------------------------|--------------------------|
| Raw materials | \$ 43.6 | \$ 23.8 |
| Finished goods | 28.0 | 24.2 |
| Resale items | 11.1 | 14.0 |
| Other | 1.1 | 0.9 |
| Total | \$ 83.8 | \$ 62.9 |

Note 14—Property, Plant and Equipment, Net

The following table summarizes property, plant and equipment, net as of January 2, 2021 and December 28, 2019:

| (in millions of U.S. dollars) | | January 2, 2021 | | | December 28, 2019 | | |
|---------------------------------------|-------|---|-----------------|-------------------------------------|--------------------------|-----------------|-------------------------------------|
| | | Estimated Useful Life in Years | Cost | Accumulated Depreciation | Net | Cost | Accumulated Depreciation |
| Land | n/a | \$ 95.8 | \$ — | \$ 95.8 | \$ 95.3 | \$ — | \$ 95.3 |
| Buildings | 10-40 | 93.5 | 32.2 | 61.3 | 88.9 | 26.9 | 62.0 |
| Machinery and equipment | 5-15 | 167.2 | 85.6 | 81.6 | 146.8 | 66.0 | 80.8 |
| Plates, films and molds | 1-10 | 1.8 | 0.9 | 0.9 | 1.5 | 0.6 | 0.9 |
| Vehicles and transportation equipment | 3-15 | 94.6 | 66.6 | 28.0 | 90.3 | 59.5 | 30.8 |
| Leasehold improvements ¹ | | 21.0 | 13.1 | 7.9 | 19.8 | 10.7 | 9.1 |
| IT Systems | 3-7 | 17.8 | 12.2 | 5.6 | 15.6 | 9.9 | 5.7 |
| Furniture and fixtures | 3-10 | 12.7 | 10.1 | 2.6 | 12.0 | 8.6 | 3.4 |
| Customer equipment ² | 3-7 | 470.2 | 189.3 | 280.9 | 339.7 | 144.9 | 194.8 |
| Returnable bottles ³ | 3-5 | 102.5 | 52.5 | 50.0 | 82.0 | 37.1 | 44.9 |
| Finance leases ⁴ | | 88.4 | 17.4 | 71.0 | 37.6 | 7.2 | 30.4 |
| Total | | \$ 1,165.5 | \$ 479.9 | \$ 685.6 | \$ 929.5 | \$ 371.4 | \$ 558.1 |

¹ Leasehold improvements are amortized over the shorter of their estimated useful lives or the related lease life.

² Customer equipment consists of coolers, brewers, refrigerators, water purification devices and storage racks held on site at customer locations.

³ Returnable bottles are those bottles on site at customer locations.

⁴ Our recorded assets under finance leases relate to machinery and equipment, customer equipment, IT systems, customer equipment and vehicles and transportation equipment.

The amounts above include construction in progress of \$1.2 million and \$2.4 million for 2020 and 2019, respectively.

Depreciation expense, which includes depreciation recorded for assets under finance leases, for the year ended January 2, 2021 was \$138.8 million (2019 - \$112.1 million; 2018 - \$108.7 million).

Note 15—Intangible Assets, Net

The following table summarizes intangible assets, net as of January 2, 2021 and December 28, 2019:

| (in millions of U.S. dollars) | January 2, 2021 | | | December 28, 2019 | | |
|--|------------------------|---------------------------------|-----------------|--------------------------|---------------------------------|-----------------|
| | Cost | Accumulated Amortization | Net | Cost | Accumulated Amortization | Net |
| Intangible Assets | | | | | | |
| <i>Not subject to amortization</i> | | | | | | |
| Trademarks | \$ 455.5 | \$ — | \$ 455.5 | \$ 287.1 | \$ — | \$ 287.1 |
| Total intangible assets not subject to amortization | \$ 455.5 | \$ — | \$ 455.5 | \$ 287.1 | \$ — | \$ 287.1 |
| <i>Subject to amortization</i> | | | | | | |
| Customer relationships | 809.5 | 324.3 | 485.2 | 534.9 | 267.5 | 267.4 |
| Patents | 19.2 | 6.4 | 12.8 | 15.2 | 4.0 | 11.2 |
| Software | 62.5 | 38.2 | 24.3 | 49.4 | 28.0 | 21.4 |
| Other | 15.9 | 6.1 | 9.8 | 14.9 | 5.0 | 9.9 |
| Total intangible assets subject to amortization | \$ 907.1 | \$ 375.0 | \$ 532.1 | \$ 614.4 | \$ 304.5 | \$ 309.9 |
| Total intangible assets | \$ 1,362.6 | \$ 375.0 | \$ 987.6 | \$ 901.5 | \$ 304.5 | \$ 597.0 |

Amortization expense of intangible assets was \$63.3 million during 2020 (2019 - \$56.5 million; 2018 - \$63.0 million).

The estimated amortization expense for intangible assets subject to amortization over the next five years is:

| (in millions of U.S. dollars) | |
|--------------------------------------|-----------------|
| 2021 | \$ 60.3 |
| 2022 | 56.4 |
| 2023 | 48.0 |
| 2024 | 41.4 |
| 2025 | 35.6 |
| Thereafter | 290.4 |
| Total | \$ 532.1 |

Note 16—Accounts Payable and Accrued Liabilities

The following table summarizes accounts payable and accrued liabilities as of January 2, 2021 and December 28, 2019:

| (in millions of U.S. dollars) | January 2, 2021 | December 28, 2019 |
|--------------------------------------|------------------------|--------------------------|
| Trade payables | \$ 135.2 | \$ 126.5 |
| Accrued compensation | 55.5 | 46.8 |
| Accrued sales incentives | 9.9 | 7.1 |
| Accrued interest | 14.8 | 23.9 |
| Payroll, sales and other taxes | 25.2 | 16.0 |
| Accrued deposits | 70.1 | 77.1 |
| Self-insurance liabilities | 15.5 | 17.5 |
| Other accrued liabilities | 61.5 | 55.7 |
| Total | \$ 387.7 | \$ 370.6 |

Note 17—Debt

Our total debt as of January 2, 2021 and December 28, 2019 was as follows:

| (in millions of U.S. dollars) | January 2, 2021 | | | December 28, 2019 | | |
|---|------------------------|-------------------------------|-------------------|--------------------------|-------------------------------|-------------------|
| | Principal | Unamortized Debt Costs | Net | Principal | Unamortized Debt Costs | Net |
| 5.500% senior notes due in 2024 | \$ — | \$ — | \$ — | \$ 499.3 | \$ 5.8 | \$ 493.5 |
| 5.500% senior notes due in 2025 | 750.0 | 7.0 | 743.0 | 750.0 | 8.2 | 741.8 |
| 3.875% senior notes due in 2028 | 551.9 | 8.3 | 543.6 | — | — | — |
| Revolving Credit Facility | 104.8 | — | 104.8 | — | — | — |
| ABL facility | — | — | — | 92.0 | — | 92.0 |
| Short-term borrowings | 2.9 | — | 2.9 | 0.4 | — | 0.4 |
| Finance leases | 71.5 | — | 71.5 | 29.4 | — | 29.4 |
| Other debt financing | 4.9 | — | 4.9 | 1.3 | — | 1.3 |
| Total debt | \$ 1,486.0 | \$ 15.3 | \$ 1,470.7 | \$ 1,372.4 | \$ 14.0 | \$ 1,358.4 |
| Less: Short-term borrowings and current debt: | | | | | | |
| Revolving Credit Facility | 104.8 | — | 104.8 | — | — | — |
| ABL facility | — | — | — | 92.0 | — | 92.0 |
| Short-term borrowings | 2.9 | — | 2.9 | 0.4 | — | 0.4 |
| Finance leases - current maturities | 13.2 | — | 13.2 | 5.8 | — | 5.8 |
| Other debt financing | 4.7 | — | 4.7 | 1.1 | — | 1.1 |
| Total current debt | \$ 125.6 | \$ — | \$ 125.6 | \$ 99.3 | \$ — | \$ 99.3 |
| Total long-term debt | \$ 1,360.4 | \$ 15.3 | \$ 1,345.1 | \$ 1,273.1 | \$ 14.0 | \$ 1,259.1 |

The long-term debt payments (which include current maturities of long-term debt) required in each of the next five years and thereafter are as follows:

| (in millions of U.S. dollars) | Long-Term Debt (including current) | |
|--------------------------------------|---|----------------|
| 2021 | \$ | 125.6 |
| 2022 | | 12.8 |
| 2023 | | 12.4 |
| 2024 | | 11.0 |
| 2025 | | 760.7 |
| Thereafter | | 563.5 |
| | \$ | 1,486.0 |

Revolving Credit Facility

On March 6, 2020, the Company entered into a credit agreement (the “Credit Agreement”) among the Company, as parent borrower, Primo Water Holdings Inc. and certain other subsidiary borrowers, certain other subsidiaries of the Company from time to time designated as subsidiary borrowers, Bank of America, N.A., as administrative agent and collateral agent, and the lenders from time to time party thereto.

The Credit Agreement provides for a senior secured revolving credit facility in an initial aggregate committed amount of \$350.0 million (the “Revolving Credit Facility”), which may be increased by incremental credit extensions from time to time in the form of term loans or additional revolving credit commitments. The Revolving Credit Facility has a five year maturity date and includes letter of credit and swing line loan sub facilities.

Borrowings under the Revolving Credit Facility were used to refinance in full and terminate our previously existing asset-based lending credit facility (“ABL facility”), governed by the Second Amended and Restated Credit Agreement, dated January 30, 2019, by and among the Company, the other loan parties party thereto from time to time, JPMorgan Chase Bank, N.A., as administrative agent and as collateral agent, and the lenders from time to time party thereto (as amended, the “ABL Credit Agreement”). Certain letters of credit outstanding under the ABL Credit Agreement were rolled over under the Revolving Credit Facility. We incurred approximately \$3.4 million of financing fees in connection with the Revolving Credit Facility. The Revolving Credit Facility was considered to be a modification of the ABL facility under GAAP. These new financing fees along with \$1.8 million of unamortized deferred costs of the ABL facility are being amortized using the straight-line method over the duration of the Revolving Credit Facility.

As of January 2, 2021, the outstanding borrowings under the Revolving Credit Facility were \$104.8 million and were recorded in short-term borrowings on the Consolidated Balance Sheet. Outstanding letters of credit totaled \$50.6 million resulting in total utilization under the Revolving Credit Facility of \$155.4 million. Accordingly, unused availability under the Revolving Credit Facility as of January 2, 2021 amounted to \$194.6 million.

The weighted average effective interest rate at January 2, 2021 on the Revolving Credit Facility outstanding borrowings was 2.1%. The weighted average effective interest rate at December 28, 2019 on the ABL facility outstanding borrowings was 3.4%. The effective interest rates are based on our aggregate availability.

Borrowings under the Credit Agreement will bear interest at a rate per annum equal to either: (a) a euro currency rate as determined under the Credit Agreement, plus the applicable margin, or (b) a base rate equal to the highest of (i) Bank of America’s prime rate, (ii) 0.5% per annum above the federal funds rate, and (iii) the euro currency rate, as determined under the Credit Agreement, for a one month interest period, plus 1.0%, plus the applicable margin. The applicable margin for euro currency rate loans ranges from 137.5 to 200 basis points and the applicable margin for base rate loans ranges from 37.5 to 100 basis points, in each case depending on our consolidated total leverage ratio. Unutilized commitments under the Credit Agreement are subject to a commitment fee ranging from 20 to 30 basis points per annum depending on our consolidated total leverage ratio, payable on a quarterly basis.

3.875% Senior Notes due in 2028

On October 22, 2020, we issued €450.0 million (\$551.9 million at exchange rates in effect on January 2, 2021) of 3.875% senior notes due October 31, 2028 (“2028 Notes”) to qualified purchasers in a private placement offering under Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), and outside the United States to non-U.S. purchasers pursuant to Regulation S under the Securities Act and other applicable laws. The 2028 Notes were issued by our wholly-owned subsidiary Primo Water Holdings Inc. The 2028 Notes are guaranteed by the Company and certain subsidiaries that are currently obligors under the Revolving Credit Facility, the €450.0 million of 5.500% senior notes due July 1, 2024 (“2024 Notes”) and the \$750.0 million of 5.500% senior notes due April 1, 2025 (“2025 Notes”). The 2028 Notes will mature on October 31, 2028 and interest is payable semi-annually on April 30th and October 31st of each year commencing on April 30, 2021. The proceeds of the 2028 Notes, along with borrowings from the Revolving Credit Facility, were used to redeem in full the 2024 Notes and pay related premiums, fees and expenses.

We incurred approximately \$8.5 million of financing fees for the issuance of the 2028 Notes. The financing fees are being amortized using the effective interest method over a period of eight years, which represents the term to maturity of the 2028 Notes.

5.500% Senior Notes due in 2025

In March 2017, we issued \$750.0 million of our 2025 Notes to qualified purchasers in a private placement offering under Rule 144A under the Securities Act, and outside the United States to non-U.S. purchasers pursuant to Regulation S under the Securities Act and other applicable laws. The 2025 Notes were issued by our wholly-owned subsidiary Primo Water Holdings Inc. (formerly Cott Holdings Inc.), and most of our U.S., Canadian, U.K. and Dutch subsidiaries guarantee the 2025 Notes. The 2025 Notes will mature on April 1, 2025 and interest is payable semi-annually on April 1st and October 1st of each year commencing on October 1, 2017. The proceeds of the 2025 Notes were used to redeem in full \$625.0 million of our 6.750% senior notes due 2020, redeem \$100.0 million aggregate principal amount of our 10.000% senior secured notes due 2021 and to pay related fees and expenses.

We incurred \$11.7 million of financing fees in connection with the issuance of the 2025 Notes. The financing fees are being amortized using the effective interest method over a period of eight years, which represents the term to maturity of the 2025 Notes.

5.500% Senior Notes due in 2024

In June 2016, we issued €450.0 million of our 2024 Notes to qualified purchasers in a private placement offering under Rule 144A and Regulation S under the Securities Act and other applicable laws. The 2024 Notes were issued by us, and most of our U.S., Canadian, U.K. and Dutch subsidiaries guaranteed the 2024 Notes.

We incurred approximately \$11.3 million of financing fees for the issuance of the 2024 Notes and \$11.0 million of bridge financing commitment fees and professional fees in connection with the acquisition of Eden. The financing fees were being amortized using the effective interest method over a period of eight years, which represented the term to maturity of the 2024 Notes. The bridge financing commitment fees and professional fees were expensed as incurred.

On October 22, 2020, we used the €450.0 million proceeds of the 2028 Notes (U.S. \$533.5 million at the exchange rate in effect on October 22, 2020), along with borrowings from the Revolving Credit Facility, to redeem in full the 2024 Notes. The redemption of the 2024 Notes included \$14.7 million in premium payments, accrued interest of \$9.0 million, and the write-off of \$5.1 million in deferred financing fees.

Covenant Compliance

Indentures governing our outstanding notes

Under the indentures governing our outstanding notes, we are subject to a number of covenants, including covenants that limit our and certain of our subsidiaries' ability, subject to certain exceptions and qualifications, to (i) pay dividends or make distributions, repurchase equity securities, prepay subordinated debt or make certain investments, (ii) incur additional debt or issue certain disqualified stock or preferred stock, (iii) create or incur liens on assets securing indebtedness, (iv) merge or consolidate with another company or sell all or substantially all of our assets taken as a whole, (v) enter into transactions with affiliates and (vi) sell assets. The covenants are substantially similar across the series of notes. As of January 2, 2021, we were in compliance with all of the covenants under each series of notes. There have been no amendments to any covenants of our outstanding notes since the date of their issuance or assumption, as applicable.

Revolving Credit Facility

The Credit Agreement has two financial covenants, a consolidated secured leverage ratio and an interest coverage ratio. The consolidated secured leverage ratio must not be more than 3.50 to 1.00, with an allowable temporary increase to 4.00 to 1.00 for the quarter in which the Company consummates a material acquisition with a price not less than \$125.0 million, for three quarters. The interest coverage ratio must not be less than 3.00 to 1.00. The Company was in compliance with these financial covenants as of January 2, 2021.

In addition, the Credit Agreement has certain non-financial covenants, such as covenants regarding indebtedness, investments, and asset dispositions. The Company was in compliance with all covenants as of January 2, 2021.

Note 18—Retirement Plans

The Company maintains certain defined contribution (“DC”) retirement plans covering qualifying employees. The total expense with respect to these DC plans was \$6.0 million for the year ended January 2, 2021 (2019—\$5.2 million; 2018—\$2.3 million).

The Company also maintains several defined benefit (“DB”) plans acquired as a part of acquisitions covering certain U.S. and non-U.S. employees, referred to as the U.S. and International Plans, respectively. Retirement benefits are based on years of service multiplied by a monthly benefit factor. Pension costs are funded in accordance with the provisions of the applicable law. Our U.S. Plan is closed to new participants and is frozen. The Company uses a January 2, 2021 measurement date for all DB plans. Any variation differences based on two days of trading are deemed immaterial.

Obligations and Funded Status

The following table summarizes the change in the projected benefit obligation, change in plan assets and unfunded status of the DB plans as of January 2, 2021 and December 28, 2019:

| (in millions of U.S. dollars) | January 2, 2021 | | |
|---|------------------------|----------------------|--------------|
| | U.S. | International | Total |
| Change in Projected Benefit Obligation | | | |
| Projected benefit obligation at beginning of year | \$ 8.6 | \$ 13.1 | \$ 21.7 |
| Service cost | — | 1.0 | 1.0 |
| Interest cost | 0.3 | 0.1 | 0.4 |
| Plan participant contributions | — | 0.3 | 0.3 |
| Benefit payments | (0.4) | (1.1) | (1.5) |
| Actuarial losses (gains) | 1.0 | (0.2) | 0.8 |
| Curtailment gains | — | (0.9) | (0.9) |
| Translation losses | — | 1.1 | 1.1 |
| Projected benefit obligation at end of year | \$ 9.5 | \$ 13.4 | \$ 22.9 |
| Change in Plan Assets | | | |
| Plan assets beginning of year | \$ 8.1 | \$ 5.9 | \$ 14.0 |
| Employer contributions | 0.3 | 0.5 | 0.8 |
| Plan participant contributions | — | 0.3 | 0.3 |
| Benefit payments | (0.4) | (0.8) | (1.2) |
| Curtailment losses | — | (0.6) | (0.6) |
| Expected return on plan assets | — | 0.2 | 0.2 |
| Actual return on plan assets | 1.1 | — | 1.1 |
| Translation gains | — | 0.5 | 0.5 |
| Fair value at end of year | \$ 9.1 | \$ 6.0 | \$ 15.1 |
| Funded Status of Plan | | | |
| Projected benefit obligation | \$ (9.5) | \$ (13.4) | \$ (22.9) |
| Fair value of plan assets | 9.1 | 6.0 | 15.1 |
| Unfunded status | \$ (0.4) | \$ (7.4) | \$ (7.8) |

| (in millions of U.S. dollars) | December 28, 2019 | | |
|---|--------------------------|----------------------|-----------------|
| | U.S. | International | Total |
| Change in Projected Benefit Obligation | | | |
| Projected benefit obligation at beginning of year | \$ 7.9 | \$ 10.8 | \$ 18.7 |
| Plan amendment | — | 0.4 | 0.4 |
| Service cost | — | 0.8 | 0.8 |
| Interest cost | 0.3 | 0.2 | 0.5 |
| Plan participant contributions | — | 0.3 | 0.3 |
| Benefit payments | (0.4) | (1.5) | (1.9) |
| Actuarial losses | 0.8 | 1.5 | 2.3 |
| Translation losses | — | 0.6 | 0.6 |
| Projected benefit obligation at end of year | <u>\$ 8.6</u> | <u>\$ 13.1</u> | <u>\$ 21.7</u> |
| Change in Plan Assets | | | |
| Plan assets beginning of year | \$ 6.9 | \$ 5.8 | \$ 12.7 |
| Employer contributions | 0.3 | 0.5 | 0.8 |
| Plan participant contributions | — | 0.3 | 0.3 |
| Benefit payments | (0.4) | (1.0) | (1.4) |
| Settlement gains | — | 0.2 | 0.2 |
| Actual return on plan assets | 1.3 | (0.1) | 1.2 |
| Translation gains | — | 0.2 | 0.2 |
| Fair value at end of year | <u>\$ 8.1</u> | <u>\$ 5.9</u> | <u>\$ 14.0</u> |
| Funded Status of Plan | | | |
| Projected benefit obligation | \$ (8.6) | \$ (13.1) | \$ (21.7) |
| Fair value of plan assets | 8.1 | 5.9 | 14.0 |
| Unfunded status | <u>\$ (0.5)</u> | <u>\$ (7.2)</u> | <u>\$ (7.7)</u> |

The accumulated benefit obligation for the U.S. Plans equaled \$9.5 million and \$8.6 million at the end of 2020 and 2019, respectively. The accumulated benefit obligation for the International Plans equaled \$13.4 million and \$13.1 million at the end of 2020 and 2019, respectively.

Periodic Pension Costs

The components of net periodic pension cost were as follows:

| (in millions of U.S. dollars) | January 2, 2021 | | |
|--------------------------------------|------------------------|----------------------|---------------|
| | U.S. | International | Total |
| Service cost | \$ — | \$ 1.0 | \$ 1.0 |
| Interest cost | 0.3 | 0.1 | 0.4 |
| Expected return on plan assets | (0.5) | (0.1) | (0.6) |
| Curtailment gain | — | (0.3) | (0.3) |
| Net periodic pension (benefit) cost | <u>\$ (0.2)</u> | <u>\$ 0.7</u> | <u>\$ 0.5</u> |

| (in millions of U.S. dollars) | December 28, 2019 | | |
|--------------------------------------|--------------------------|----------------------|---------------|
| | U.S. | International | Total |
| Service cost | \$ — | \$ 0.8 | \$ 0.8 |
| Interest cost | 0.3 | 0.2 | 0.5 |
| Expected return on plan assets | (0.5) | — | (0.5) |
| Net periodic pension (benefit) cost | <u>\$ (0.2)</u> | <u>\$ 1.0</u> | <u>\$ 0.8</u> |

| (in millions of U.S. dollars) | December 29, 2018 | | |
|---------------------------------------|--------------------------|----------------------|--------------|
| | U.S. | International | Total |
| Service cost | \$ — | \$ 0.8 | \$ 0.8 |
| Interest cost | 0.3 | 0.1 | 0.4 |
| Expected return on plan assets | (0.5) | — | (0.5) |
| Recognized net gain due to settlement | — | (0.3) | (0.3) |
| Net periodic pension (benefit) cost | \$ (0.2) | \$ 0.6 | \$ 0.4 |

Accumulated Other Comprehensive (Loss) Income

Amounts included in accumulated other comprehensive (loss) income, net of tax, at year-end which have not yet been recognized in net periodic benefit cost were as follows:

| (in millions of U.S. dollars) | January 2, 2021 | | |
|--|------------------------|----------------------|--------------|
| | U.S. | International | Total |
| Unrecognized net actuarial loss | \$ (0.4) | \$ (0.7) | \$ (1.1) |
| Total accumulated other comprehensive loss | \$ (0.4) | \$ (0.7) | \$ (1.1) |

| (in millions of U.S. dollars) | December 28, 2019 | | |
|--|--------------------------|----------------------|--------------|
| | U.S. | International | Total |
| Unrecognized net actuarial loss | \$ (0.1) | \$ (0.9) | \$ (1.0) |
| Total accumulated other comprehensive loss | \$ (0.1) | \$ (0.9) | \$ (1.0) |

| (in millions of U.S. dollars) | December 29, 2018 | | |
|---|--------------------------|----------------------|--------------|
| | U.S. | International | Total |
| Unrecognized net actuarial (loss) income | \$ (0.1) | \$ 0.4 | \$ 0.3 |
| Total accumulated other comprehensive (loss) income | \$ (0.1) | \$ 0.4 | \$ 0.3 |

Actuarial Assumptions

The following table summarizes the weighted average actuarial assumptions used to determine the projected benefit obligation:

| | For the Year Ended | | |
|--|---------------------------|--------------------------|--------------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| U.S. Plans | | | |
| Discount rate | 2.0 % | 3.0 % | 4.0 % |
| Expected long-term rate of return on plan assets | 6.3 % | 6.3 % | 6.3 % |
| International Plans | | | |
| Discount rate | 1.3 % | 1.1 % | 2.4 % |
| Expected long-term rate of return on plan assets | 2.1 % | 1.3 % | 2.7 % |
| Rate of compensation increase | 1.2 % | 2.7 % | 1.4 % |
| CPI Inflation factor | 0.1 % | 0.3 % | 0.3 % |

The following table summarizes the weighted average actuarial assumptions used to determine net periodic benefit cost:

| | For the Year Ended | | |
|--|--------------------|-------------------|-------------------|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 |
| U.S. Plans | | | |
| Discount rate | 3.0 % | 4.0 % | 3.5 % |
| Expected long-term rate of return on plan assets | 6.3 % | 6.3 % | 6.3 % |
| International Plans | | | |
| Discount rate | 1.3 % | 1.1 % | 2.4 % |
| Expected long-term rate of return on plan assets | 2.1 % | 1.3 % | 2.7 % |
| Inflation factor | 0.1 % | 0.3 % | 0.3 % |

The Company utilizes a yield curve analysis to determine the discount rates for its DB plan obligations. The yield curve considers pricing and yield information for high quality corporate bonds with maturities matched to estimated payouts of future pension benefits. The Company evaluates its assumption regarding the estimated long-term rate of return on plan assets based on historical experience, future expectations of investment returns, asset allocations, and its investment strategy. The Company's long-term rate of return on plan assets reflect expectations of projected weighted average market returns of plan assets. Changes in expected returns on plan assets also reflect any adjustments to the Company's targeted asset allocation.

Asset Mix

Our DB plans weighted-average asset allocations by asset category were as follows:

| | January 2, 2021 | December 28, 2019 |
|----------------------------|-----------------|-------------------|
| U.S. Plans | | |
| Equity securities | 48.2 % | 46.3 % |
| Fixed income investments | 51.8 % | 53.7 % |
| International Plans | | |
| Equity securities | 57.3 % | 56.8 % |
| Fixed income investments | 32.6 % | 33.2 % |
| Real estate | 10.1 % | 10.0 % |

Plan Assets

Our investment policy is that plan assets will be managed utilizing an investment philosophy and approach characterized by all of the following, listed in priority order: (1) emphasis on total return, (2) emphasis on high-quality securities, (3) sufficient income and stability of income, (4) safety of principal with limited volatility of capital through proper diversification and (5) sufficient liquidity. The target allocation percentages for the U.S. Plans' assets range between 30% to 45% in equity securities and 55% to 70% in fixed income investments. The target allocation percentages for the International Plans' assets range between 50% to 80% in equity securities, 20% to 50% in fixed income investments, 0% to 30% in real estate and 0% to 15% in alternative investments. None of our equity or debt securities are included in plan assets.

Cash Flows

We expect to contribute \$0.7 million to the DB plans during the 2021 fiscal year.

The following benefit payments are expected to be paid in the periods indicated below:

| (in millions of U.S. dollars) | U.S. | International | Total |
|--------------------------------------|-------------|----------------------|--------------|
| Expected benefit payments | | | |
| FY 2021 | \$ 0.5 | \$ 1.1 | \$ 1.6 |
| FY 2022 | 0.5 | 0.7 | 1.2 |
| FY 2023 | 0.5 | 0.5 | 1.0 |
| FY 2024 | 0.5 | 0.7 | 1.2 |
| FY 2025 | 0.5 | 0.6 | 1.1 |
| FY 2026 through FY 2030 | 2.6 | 9.2 | 11.8 |

The fair values of the Company's U.S. Plan assets are measured daily at their net asset value and valued at \$9.1 million and \$8.1 million at January 2, 2021 and December 28, 2019, respectively.

The fair values of the Company's International Plan assets at January 2, 2021 and December 28, 2019 were as follows:

| (in millions of U.S. dollars) | January 2, 2021 | | |
|--------------------------------------|------------------------|----------------|----------------|
| | Level 1 | Level 2 | Level 3 |
| Mutual funds: | | | |
| Non-U.S. equity securities | 1.8 | — | — |
| Fixed income: | | | |
| Non-U.S. bonds | 1.6 | — | — |
| Insurance contract | — | 2.0 | — |
| Real estate: | | | |
| Real estate | — | 0.6 | — |
| Total | \$ 3.4 | \$ 2.6 | \$ — |

| (in millions of U.S. dollars) | December 28, 2019 | | |
|--------------------------------------|--------------------------|----------------|----------------|
| | Level 1 | Level 2 | Level 3 |
| Mutual funds: | | | |
| Non-U.S. equity securities | 1.6 | — | — |
| Fixed income: | | | |
| Non-U.S. bonds | 1.7 | — | — |
| Insurance contract | — | 2.0 | — |
| Real estate: | | | |
| Real estate | — | 0.6 | — |
| Total | \$ 3.3 | \$ 2.6 | \$ — |

Note 19—Consolidated Accumulated Other Comprehensive (Loss) Income

With the Traditional Business Divestiture in 2018, the foreign currency translation balances associated with the Traditional Business were recognized in earnings in the period of disposition. Changes in consolidated accumulated other comprehensive (loss) income (“AOCI”) by component for the years ended January 2, 2021, December 28, 2019 and December 29, 2018 were as follows:

| (in millions of U.S. dollars) ¹ | Gains and Losses on Derivative Instruments | Pension Benefit Plan Items | Currency Translation Adjustment Items | Total |
|---|---|---------------------------------------|--|--------------|
| Balance December 31, 2017 | \$ (1.4) | \$ (16.8) | \$ (76.2) | \$ (94.4) |
| OCI before reclassifications | (14.5) | 0.2 | (25.5) | (39.8) |
| Amounts reclassified from AOCI | 6.2 | 16.9 | 9.4 | 32.5 |
| Net current-period OCI | (8.3) | 17.1 | (16.1) | (7.3) |
| Balance December 29, 2018 | \$ (9.7) | \$ 0.3 | \$ (92.3) | \$ (101.7) |
| OCI before reclassifications | 12.9 | (1.3) | 13.6 | 25.2 |
| Amounts reclassified from AOCI | 8.0 | — | — | 8.0 |
| Net current-period OCI | 20.9 | (1.3) | 13.6 | 33.2 |
| Balance December 28, 2019 | \$ 11.2 | \$ (1.0) | \$ (78.7) | \$ (68.5) |
| OCI before reclassifications | (8.7) | (0.1) | (6.9) | (15.7) |
| Amounts reclassified from AOCI | (2.5) | — | — | (2.5) |
| Net current-period OCI | (11.2) | (0.1) | (6.9) | (18.2) |
| Balance January 2, 2021 | \$ — | \$ (1.1) | \$ (85.6) | \$ (86.7) |

¹ All amounts are net of tax.

The following table summarizes the amounts reclassified from AOCI to total net (loss) income for the years ended January 2, 2021, December 28, 2019 and December 29, 2018:

| (in millions of U.S. dollars) Details About AOCI Components ¹ | For the Year Ended | | | Affected Line Item in the Statement Where Net Income Is Presented |
|---|---------------------------|--------------------------|--------------------------|--|
| | January 2, 2021 | December 28, 2019 | December 29, 2018 | |
| Gains and losses on derivative instruments | | | | |
| Foreign currency and commodity hedges | \$ 0.1 | \$ (8.0) | \$ (6.2) | Cost of sales |
| Commodity hedges ² | \$ 2.4 | \$ — | \$ — | Gain on sale of discontinued operations |
| | \$ 2.5 | \$ (8.0) | \$ (6.2) | Total before taxes |
| | — | — | — | Tax (expense) or benefit |
| | \$ 2.5 | \$ (8.0) | \$ (6.2) | Net of tax |
| Amortization of pension benefit plan items | | | | |
| Recognized net actuarial loss ³ | \$ — | \$ — | \$ (16.9) | Gain on sale of discontinued operations |
| | — | — | (16.9) | Total before taxes |
| | — | — | — | Tax (expense) or benefit |
| | \$ — | \$ — | \$ (16.9) | Net of tax |
| Foreign currency translation adjustments | — | — | (9.4) | Gain on sale of discontinued operations |
| Total reclassifications for the period | \$ 2.5 | \$ (8.0) | \$ (32.5) | Net of tax |

¹ Amounts in parenthesis indicate debits.

² Net of \$1.3 million of associated tax impact that resulted in a decrease to the gain on the sale of discontinued operations for the year ended January 2, 2021.

³ Net of \$3.6 million of associated tax impact that resulted in an increase to the gain on the sale of discontinued operations for the year ended December 29, 2018.

Note 20—Commitments and Contingencies

We are subject to various claims and legal proceedings with respect to matters such as governmental regulations, and other actions arising out of the normal course of business. Management believes that the resolution of these matters will not have a material adverse effect on our financial position, results of operations, or cash flow.

We had \$50.6 million in standby letters of credit outstanding as of January 2, 2021 (\$47.4 million—December 28, 2019; \$46.1 million—December 29, 2018).

We have future purchase obligations of \$30.4 million that consist of commitments for the purchase of inventory, energy transactions, and payments related to professional fees and information technology outsourcing agreements. These obligations represent the minimum contractual obligations expected under the normal course of business.

Guarantees

After completion of the Traditional Business Divestiture, the Company continues to provide contractual payment guarantees to two third-party lessors of certain real property used in the Traditional Business. The leases were conveyed to Refresco as part of the Traditional Business Divestiture, but the Company's guarantee was not released by the landlord. The two lease agreements mature in 2027 and 2028. The maximum potential amount of undiscounted future payments under the guarantee is approximately \$19.0 million as of January 2, 2021 was calculated based on the minimum lease payments of the leases over the remaining term of the agreements. The sale documents require Refresco to pay all post-closing obligations under these conveyed leases, and to reimburse us if the landlord calls on a guarantee. Refresco has also agreed to a covenant to negotiate with the landlords for a release of our guarantees. Discussions with the landlords are ongoing. We currently do not believe it is probable we would be required to perform under any of these guarantees or any of the underlying obligations.

Note 21—Fair Value Measurements

FASB Accounting Standards Codification Topic 820, *Fair Value Measurements and Disclosures*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. Additionally, the inputs used to measure fair value are prioritized based on a three-level hierarchy. This hierarchy requires entities to maximize the use of observable inputs and minimize the use of unobservable inputs.

The three levels of inputs used to measure fair value are as follows:

- Level 1—Quoted prices in active markets for identical assets or liabilities.
- Level 2—Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.
- Level 3—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

Fair Value of Financial Instruments

The carrying amounts reflected in the Consolidated Balance Sheets for cash and cash equivalents, receivables, payables, short-term borrowings and long-term debt approximate their respective fair values, except as otherwise indicated. The carrying values and estimated fair values of our significant outstanding debt as of January 2, 2021 and December 28, 2019 were as follows:

| (in millions of U.S. dollars) | January 2, 2021 | | December 28, 2019 | |
|---|-----------------|------------|-------------------|------------|
| | Carrying Value | Fair Value | Carrying Value | Fair Value |
| 5.500% senior notes due in 2024 ^{1, 2} | \$ — | \$ — | \$ 493.5 | \$ 514.5 |
| 5.500% senior notes due in 2025 ^{1, 2} | 743.0 | 767.2 | 741.8 | 775.3 |
| 3.875% senior notes due in 2028 ^{1, 2} | 543.6 | 559.9 | — | — |
| Total | \$ 1,286.6 | \$ 1,327.1 | \$ 1,235.3 | \$ 1,289.8 |

¹ The fair values were based on the trading levels and bid/offer prices observed by a market participant and are considered Level 2 financial instruments.

² Carrying value of our significant outstanding debt is net of unamortized debt issuance costs as of January 2, 2021 and December 28, 2019 (see Note 17 to the Consolidated Financial Statements).

Non-Financial Assets Measured at Fair Value on a Non-Recurring Basis

In addition to assets and liabilities that are measured at fair value on a recurring basis, we are also required to measure certain items at fair value on a non-recurring basis. These assets can include goodwill, intangible assets, property, plant and equipment, lease-related right-of-use assets, and long-lived assets that have been reduced to fair value when they are held for sale. If certain triggering events occur, or if an annual impairment test is required, we would evaluate these non-financial assets for impairment. If an impairment were to occur, the asset would be recorded at the estimated fair value, using primarily unobservable Level 3 inputs.

During the second quarter of 2020, given the general deterioration in economic and market conditions in which we operate arising from the COVID-19 pandemic, we identified a triggering event indicating possible impairment of goodwill and intangible assets. See Note 1 to the Consolidated Financial Statements for additional information on goodwill and intangible asset impairment. We did not identify impairment of our property, plant and equipment, lease-related right-of-use assets, or long-lived assets.

Note 22—Quarterly Financial Information (unaudited)

| (in millions of U.S. dollars, except per share amounts) | Year Ended January 2, 2021 | | | | |
|--|----------------------------|----------------|---------------|----------------|------------|
| | First Quarter | Second Quarter | Third Quarter | Fourth Quarter | Total |
| Revenue, net | \$ 474.2 | \$ 456.8 | \$ 517.5 | \$ 505.0 | \$ 1,953.5 |
| Cost of sales | 200.9 | 202.1 | 213.4 | 223.2 | 839.6 |
| Gross profit | 273.3 | 254.7 | 304.1 | 281.8 | 1,113.9 |
| Selling, general and administrative expenses | 255.1 | 246.7 | 257.2 | 247.6 | 1,006.6 |
| Loss on disposal of property plant and equipment, net | 1.4 | 2.5 | 2.3 | 4.4 | 10.6 |
| Acquisition and integration expenses | 20.8 | 4.3 | 3.3 | 5.3 | 33.7 |
| Goodwill and intangible asset impairment charges | — | 115.2 | — | — | 115.2 |
| Operating (loss) income | (4.0) | (114.0) | 41.3 | 24.5 | (52.2) |
| Net (loss) income from continuing operations | (27.4) | (131.7) | 22.3 | (20.0) | (156.8) |
| Net income (loss) from discontinued operations, net of income taxes | 30.9 | (4.3) | (0.3) | (1.2) | 25.1 |
| Net income (loss) attributable to Primo Water Corporation | \$ 3.5 | \$ (136.0) | \$ 22.0 | \$ (21.2) | \$ (131.7) |
| Per share data: | | | | | |
| Net income (loss) per common share attributable to Primo Water Corporation | | | | | |
| Basic: | | | | | |
| Continuing operations | \$ (0.19) | \$ (0.82) | \$ 0.14 | \$ (0.12) | \$ (1.01) |
| Discontinued operations | \$ 0.22 | \$ (0.03) | \$ — | \$ (0.01) | \$ 0.16 |
| Net income (loss) | \$ 0.02 | \$ (0.85) | \$ 0.14 | \$ (0.13) | \$ (0.85) |
| Diluted: | | | | | |
| Continuing operations | \$ (0.19) | \$ (0.82) | \$ 0.14 | \$ (0.12) | \$ (1.01) |
| Discontinued operations | \$ 0.22 | \$ (0.03) | \$ — | \$ (0.01) | \$ 0.16 |
| Net income (loss) | \$ 0.02 | \$ (0.85) | \$ 0.14 | \$ (0.13) | \$ (0.85) |

Year Ended December 28, 2019

| (in millions of U.S. dollars, except per share amounts) | First Quarter | Second Quarter | Third Quarter | Fourth Quarter | Total |
|--|----------------------|-----------------------|----------------------|-----------------------|--------------|
| Revenue, net | \$ 427.7 | \$ 455.6 | \$ 472.1 | \$ 440.0 | \$ 1,795.4 |
| Cost of sales | 184.6 | 184.0 | 185.8 | 179.8 | 734.2 |
| Gross profit | 243.1 | 271.6 | 286.3 | 260.2 | 1,061.2 |
| Selling, general and administrative expenses | 235.8 | 245.7 | 244.2 | 236.5 | 962.2 |
| Loss on disposal of property, plant and equipment, net | 1.9 | 1.7 | 1.1 | 2.9 | 7.6 |
| Acquisition and integration expenses | 4.7 | 2.7 | 2.6 | 6.4 | 16.4 |
| Operating income | 0.7 | 21.5 | 38.4 | 14.4 | 75.0 |
| Net (loss) income from continuing operations | (22.7) | 2.7 | 7.3 | 1.9 | (10.8) |
| Net income from discontinued operations, net of income taxes | 3.0 | 1.7 | 2.8 | 6.2 | 13.7 |
| Net (loss) income attributable to Primo Water Corporation | \$ (19.7) | \$ 4.4 | \$ 10.1 | \$ 8.1 | \$ 2.9 |
| Per share data: | | | | | |
| Net (loss) income per common share attributable to Primo Water Corporation | | | | | |
| Basic: | | | | | |
| Continuing operations | \$ (0.17) | \$ 0.02 | \$ 0.05 | \$ 0.01 | \$ (0.08) |
| Discontinued operations | \$ 0.03 | \$ 0.01 | \$ 0.02 | \$ 0.05 | \$ 0.10 |
| Net (loss) income | \$ (0.14) | \$ 0.03 | \$ 0.07 | \$ 0.06 | \$ 0.02 |
| Diluted: | | | | | |
| Continuing operations | \$ (0.17) | \$ 0.02 | \$ 0.05 | \$ 0.01 | \$ (0.08) |
| Discontinued operations | \$ 0.03 | \$ 0.01 | \$ 0.02 | \$ 0.05 | \$ 0.10 |
| Net (loss) income | \$ (0.14) | \$ 0.03 | \$ 0.07 | \$ 0.06 | \$ 0.02 |

Note 23—Subsequent Events

On February 23, 2021, the Board of Directors declared a dividend of \$0.06 per common share, payable in cash on March 29, 2021 to shareowners of record at the close of business on March 12, 2021.

SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS

(in millions of U.S. dollars)

| Description | Year Ended January 2, 2021 | | | | | |
|--|------------------------------|--------------------|-------------------------------|---------------------------|-------------------------|------------------------|
| | Balance at Beginning of Year | Reduction in Sales | Charged to Costs and Expenses | Charged to Other Accounts | Deductions ¹ | Balance at End of Year |
| Reserves deducted in the balance sheet from the asset to which they apply | | | | | | |
| <u>Allowances for losses on:</u> | | | | | | |
| Accounts receivables | \$ (8.8) | \$ 0.1 | \$ (13.4) | \$ (4.0) | \$ 5.4 | \$ (20.7) |
| Inventories | (1.2) | — | (0.6) | — | — | (1.8) |
| Deferred tax assets | (120.3) | — | (28.5) | (7.7) | — | (156.5) |
| | <u>\$ (130.3)</u> | <u>\$ 0.1</u> | <u>\$ (42.5)</u> | <u>\$ (11.7)</u> | <u>\$ 5.4</u> | <u>\$ (179.0)</u> |

(in millions of U.S. dollars)

| Description | Year Ended December 28, 2019 | | | | | |
|--|------------------------------|--------------------|-------------------------------|---------------------------|-------------------------|------------------------|
| | Balance at Beginning of Year | Reduction in Sales | Charged to Costs and Expenses | Charged to Other Accounts | Deductions ¹ | Balance at End of Year |
| Reserves deducted in the balance sheet from the asset to which they apply | | | | | | |
| <u>Allowances for losses on:</u> | | | | | | |
| Accounts receivables | \$ (9.6) | \$ — | \$ (12.7) | \$ 0.1 | \$ 13.4 | \$ (8.8) |
| Inventories | (1.4) | — | — | — | 0.2 | (1.2) |
| Deferred tax assets | (98.0) | — | (19.7) | (2.6) | — | (120.3) |
| | <u>\$ (109.0)</u> | <u>\$ —</u> | <u>\$ (32.4)</u> | <u>\$ (2.5)</u> | <u>\$ 13.6</u> | <u>\$ (130.3)</u> |

(in millions of U.S. dollars)

| Description | Year Ended December 29, 2018 | | | | | |
|--|------------------------------|--------------------|-------------------------------|---------------------------|-------------------------|------------------------|
| | Balance at Beginning of Year | Reduction in Sales | Charged to Costs and Expenses | Charged to Other Accounts | Deductions ¹ | Balance at End of Year |
| Reserves deducted in the balance sheet from the asset to which they apply | | | | | | |
| <u>Allowances for losses on:</u> | | | | | | |
| Accounts receivables | \$ (8.0) | \$ — | \$ (13.7) | \$ 9.8 | \$ 2.3 | \$ (9.6) |
| Inventories | (1.5) | — | (0.3) | — | 0.4 | (1.4) |
| Deferred tax assets ² | (129.1) | — | 4.2 | 26.9 | — | (98.0) |
| | <u>\$ (138.6)</u> | <u>\$ —</u> | <u>\$ (9.8)</u> | <u>\$ 36.7</u> | <u>\$ 2.7</u> | <u>\$ (109.0)</u> |

¹ Deductions primarily represent uncollectible accounts written off.

² Amounts charged to other accounts include \$35.1 million related to the release of the U.S. valuation allowance recorded through discontinued operations as a result of the Traditional Business Divestiture.

DESCRIPTION OF PRIMO COMMON SHARES

Primo Water Corporation (“Primo”) has one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended: common shares, no par value per shares. Pursuant to its articles of amalgamation, as amended (its “articles”), Primo is authorized to issue:

- an unlimited number of common shares, no par value per share;
- an unlimited number of first preferred shares issuable in series;
- an unlimited number of first series of first preferred shares designated as Series A Convertible First Preferred Shares;
- an unlimited number of second series of first preferred shares designated as Series B Non-Convertible First Preferred Shares;
- an unlimited number of second preferred shares issuable in series; and
- an unlimited number of first series of second preferred shares designated as convertible, participating voting Second Preferred Shares, Series 1 (the first preferred shares, Series A Convertible First Preferred Shares, Series B Non-Convertible First Preferred Shares, second preferred shares and Second Preferred Shares, Series 1 are collectively referred to as the “preferred shares”).

The following summary describes the material terms of Primo’s common shares but is not complete and is qualified by reference to Primo’s articles, and the second amended and restated by-law no. 2002-1 of Primo, as amended (the “2002-1 by-laws”) and by-law no. 2002-2 of Primo (the “2002-2 by-laws”) and together with 2002-1 bylaws, its “by-laws”), as each may be amended from time to time and filed as exhibits to Primo’s Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q.

Common Shares

The holders of Primo common shares are entitled to one vote per share on all matters to be voted on by the common shareowners. The holders of Primo common shares are not entitled to cumulative voting in the election of directors. Therefore, holders of a majority of the shares voting for the election of directors can elect all directors. Subject to preferences of any outstanding shares of preferred stock, the holders of Primo common shares are entitled to receive ratably any dividends Primo’s board of directors may declare out of funds legally available for the payment of dividends. Dividends may be paid in money, property or by the issuance of fully paid shares of Primo. If Primo is liquidated, dissolved or wound up, the holders of Primo common shares are entitled to share pro rata in all assets remaining after payment of, or provision for, liabilities and liquidation preferences of any outstanding shares of preferred stock. Holders of Primo common shares have no pre-emptive rights or rights to convert their common shares into any other securities. There are no redemption or sinking fund provisions applicable to the common shares. All outstanding common shares are fully paid and non-assessable.

Preferred Shares

Pursuant to its articles, Primo’s board of directors has the authority, without further action by the shareowners, to issue an unlimited number of both convertible and non-convertible preferred shares, which it issued in 2014 to finance a portion of the purchase price for an acquisition. All outstanding preferred shares were redeemed in 2015 for cash, and Primo has no plans to reissue those securities.

Pre-emptive Rights

Under Canadian law, a shareowner is not entitled to pre-emptive rights to subscribe for additional issuances of common stock or any other class or series of common stock or any security convertible into such stock in proportion to the shares that are owned unless there is a provision to the contrary in the articles of amalgamation. Primo’s articles do not provide that Primo shareowners are entitled to pre-emptive rights.

Anti-Takeover Effects of Certain Provisions of Primo’s Articles and Primo’s By-laws

Provisions of Primo’s articles, Primo’s by-laws, Primo’s shareholder rights plan and Canadian law could have the effect of delaying or preventing a third party from acquiring Primo, even if the acquisition would benefit

Primo's shareowners. These provisions may delay, defer or prevent a tender offer or exchange offer or takeover attempt of Primo that a shareowner might consider in the shareowner's best interest, including those attempts that might result in a premium over the market price for the shares held by Primo shareowners. These provisions are intended to enhance the likelihood of continuity and stability in the composition of Primo's board of directors and in the policies formulated by the board of directors and to reduce vulnerability to an unsolicited proposal for a takeover that does not contemplate the acquisition of all of Primo's outstanding shares, or an unsolicited proposal for Primo's restructuring or sale of all or part of Primo's business.

Unlimited Authorized but Unissued Common Shares and Preferred Shares

Unlimited authorized but unissued common shares and preferred shares are available for Primo's board of directors to issue without shareowner approval. As noted above, the board of directors, without shareowner approval, has the authority under Primo's articles to issue preferred shares with rights superior to the rights of the holders of common shares. As a result, preferred shares could be issued quickly, adversely affect the rights of holders of common shares and be issued with terms calculated to delay or prevent a change of control or make removal of management more difficult. Primo may use the unlimited authorized common shares or preferred shares for a variety of corporate purposes, including future public offerings to raise additional capital, corporate acquisitions and employee benefit plans. The existence of Primo's unlimited authorized but unissued common shares and preferred shares could render more difficult or discourage an attempt to obtain control of Primo by means of a proxy contest, tender offer or exchange offer, merger or other transaction.

Shareowner Action; Special Meetings of Shareowners

Primo's articles and by-laws provide that no action shall be taken by the shareowners except at an annual or special meeting of the shareowners called in accordance with Primo's by-laws or by written resolution signed by all shareowners entitled to vote on such resolution at a meeting of the shareowners, subject to a written statement with respect to the subject matter of the resolution submitted by a director or Primo's auditor in accordance with Canadian law.

Primo's articles also provide that special meetings of Primo's shareowners may be called only by Primo's board of directors, the chairman of the board of directors, the chairman of the executive committee or the president. However, the Canada Business Corporations Act (the "CBCA") provides that shareowners of not less than five percent of the issued shares of a corporation that carry the right to vote at a meeting sought to be held may requisition the directors to call a meeting of the shareowners for the purposes stated in such requisition. Upon receiving the requisition, the board of directors shall call a meeting of shareowners, unless (1) the board of directors have set a record date or called for a shareowners' meeting and notice of this date has been given in accordance with the CBCA, or (2) the business of the meeting stated in the requisition (a) clearly appears to have as its primary purpose the enforcement of a personal claim or redress of a personal grievance against the corporation or its directors, officers or security holders, (b) clearly appears not to relate in a significant way to the business or affairs of the corporation, (c) failed to be presented at a meeting of shareowners, in person or by proxy, despite being included in a management proxy circular at the shareowner's request, (d) was submitted to shareholders in a management proxy circular or a dissident's proxy circular and did not receive the prescribed minimum amount of support at the meeting, or (e) appears to indicate that the shareowner is abusing their rights under the CBCA to secure publicity.

Shareholder Rights Plan

Primo is party to a shareholder rights plan agreement, pursuant to which one common share purchase right was issued for each outstanding Primo common share. Upon the occurrence of a transaction or event resulting in the beneficial ownership of 20% or more of the outstanding Primo common shares by one person, other than Primo or a subsidiary of Primo, and subject to certain other exceptions, purchase rights beneficially owned by such acquiring person or its affiliates will become void and the purchase rights (other than those beneficially owned by the acquiring person and its affiliates) entitle the holder to purchase, at a predetermined exercise price, that number of common shares having an aggregate market price equal to twice the exercise price, subject to adjustment in certain circumstances.

The shareholder rights plan must be reconfirmed at every third annual meeting of Primo's shareowners following the 2018 Annual and Special Meeting of Shareowners or will otherwise terminate on the date of such third annual meeting. Notwithstanding the foregoing, the purchase rights will terminate on the close of business on May 1, 2028.

Advance Notice Requirements for Shareowner Proposals and Director Nominations

Primo's by-laws provide that shareowners seeking to nominate candidates for election as directors at a meeting of shareowners must provide Primo with timely written notice of their proposal. Primo's by-laws also specify requirements as to the form and content of a shareowner's notice. These provisions may preclude shareowners from making nominations for directors at an annual meeting of shareowner.

Amendment to Primo's Articles and Primo's By-laws

Under the CBCA, an amendment to the articles of amalgamation generally requires the approval of not less than two-thirds of the votes cast by shareowners who voted in respect of that resolution. The CBCA further provides that, unless the articles, by-laws or a unanimous shareowner agreement otherwise provide, the directors may, by resolution, make, amend or repeal any by-laws that regulate the business or affairs of the corporation. When the directors amend or repeal a by-law, they are required to submit the change to the shareowners at the next meeting. Shareowners may confirm, reject, or amend the by-laws amendment or repeal by a resolution passed by a majority of the votes cast by the shareowners who voted in respect of that resolution.

Canadian Law

The CBCA does not contain a comparable provision to Section 203 of the DGCL's anti-takeover law. However, certain Canadian securities regulatory authorities, including the Ontario Securities Commission, have addressed related party transactions in Multilateral Instrument 61-101—*Protection of Minority Security Holders in Special Transactions and Related Company Policy*, or "MI 61-101." In a related party transaction, an issuer acquires or transfers an asset or treasury securities, or assumes or transfers a liability, from or to a related party in one or any combination of transactions. A related party is defined in the policies to include directors, senior officers and holders of at least 10% of the issuer's voting securities. MI 61-101 requires detailed disclosure in the proxy material sent to security holders in connection with a related party transaction. In addition, subject to certain exceptions, the policies require the proxy material to include a formal valuation of the subject matter of the related party transaction and any non-cash consideration and a summary of the valuation. The policies also require, subject to certain exceptions, that the shareowners of the issuer, other than the related party and its affiliates, separately approve the transaction.



Jay Wells
Via Email

December 22, 2020

Dear Jay:

Your January 14, 2012 Offer Letter with Cott Corporation, now Primo Water Corporation (“**Offer Letter**”) lists the employing entity as Cott Corporation, a Canadian corporation. In order to provide consistent treatment to U.S.-based employees, this amendment and restatement confirms that your employing entity is Primo Water Holdings, Inc. (the “**Company**”), a Delaware corporation and subsidiary of Primo Water Corporation (“**Primo**”).

This letter shall constitute the amended and restated terms under which you will continue your employment with the Company (“**Amended & Restated Offer Letter**”). This Amended and Restated Offer Letter is in substitution for and in replacement of any terms and conditions of any employment agreements, whether written or oral, between you and Primo, the Company or any of their affiliates, including, without limitation, the Offer Letter. Your employment with the Company shall be as an at-will employee. You will continue to serve as an executive officer of Primo.

In consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, including the increased benefits referenced in Section 4.2 of this Offer Letter, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereby covenant and agree as follows:

1. Position and Duties.

a.. Position. Subject to the terms and conditions hereof, you will continue to hold the position of Chief Financial Officer for the Company, with your principal place of employment being Tampa, Florida.

b.. Responsibilities.

(i) As the Company’s Chief Financial Officer, you will report to the Company’s Chief Executive Officer (“**CEO**”) and have such duties and responsibilities as may be assigned to you from time to time by the CEO.

(ii) You agree to devote substantially all of your business time and attention to the business and affairs of the Company and to discharging the responsibilities assigned to you. This shall not preclude you from (i) serving on the boards of directors of a reasonable number of charitable organizations, (ii) serving on the boards of directors or trustees of other entities not engaged in any business competitive with the business of the Company or any of its Affiliates,

provided that you shall have received approval for any such board service in advance from the CEO, (iii) engaging in charitable activities and community affairs, and (iv) managing your personal affairs, so long as these activities do not interfere with the performance of your duties and responsibilities as the Company's Chief Financial Officer.

c.. No Employment Restriction. You hereby represent and covenant that, except as disclosed to the Company, your employment by the Company does not violate any agreement or covenant to which you are subject or by which you are bound and that there is no such agreement or covenant that could restrict or impair your ability to perform your duties or discharge your responsibilities to the Company.

2. Remuneration.

a.. Base Salary. Your annual base salary shall continue to be at the rate of US \$570,000.00 per year ("**Annual Base Salary**"), paid on a bi-weekly basis, prorated for any partial periods based on the actual number of days in the applicable period. Your performance will be evaluated at least annually, and any increase to the level of your Annual Base Salary will be determined as part of the regular annual review process.

b.. Bonus. You will continue to be eligible to participate in the Company's annual bonus plan and may earn a bonus based upon the achievement of specified performance goals. The amount of your target bonus is 75% of your Annual Base Salary. The bonus year is the Company's fiscal year. Currently the maximum potential payout permitted under the bonus plan is two (2) times the applicable target bonus for achievement of performance goals significantly in excess of the target goals, as established by the Human Resources and Compensation Committee of the Company's Board of Directors (the "**HRCC**"). Please note that the bonus plan is entirely discretionary, and the Company reserves in its absolute discretion the right to terminate or amend it or any other bonus plan that may be established.

c.. LTI Participation. You will continue to be eligible for long-term incentive ("**LTI**") plan awards under plans administered by the Company or its affiliates (the "**Equity Plans**") that will be based on your performance, at the discretion of the HRCC. The Company's current Equity Plans are the Amended and Restated Primo Water Corporation Equity Incentive Plan, as amended, and the Primo Water Corporation 2018 Equity Incentive Plan, as amended.

3. Benefits.

a.. Benefit Programs. You will continue to be eligible to participate in the Company's benefit programs generally available to other senior executives of the Company. Our benefit programs include our 401(k) plan and health, disability and life insurance benefits. Employee contributions are required for our benefit programs.

b.. ESPP. In addition, you continue to be eligible to participate in Primo's Employee Stock Purchase Plan (the "**ESPP**"), through which you can purchase Primo common shares at a discount through payroll deductions.

c.. **Vacation.** You will continue to be entitled to four (4) weeks' vacation per calendar year. You are encouraged to take vacation in the calendar year it is earned. All earned vacation must be taken in the year in which it is earned; otherwise it may be forfeited. If you should leave the Company, the value of any unearned vacation taken by you will be considered a debt to the Company and you expressly authorize the Company to deduct from your final paycheck to the maximum extent permitted by law the value of taken but unearned vacation. All vacation periods require the approval of the CEO.

d.. **Reimbursement.** You will be reimbursed for expenses reasonably incurred in connection with the performance of your duties in accordance with the Company's policies as established from time to time. It is your obligation to submit to the Company expense reimbursement requests and evidence of such expenses in order to receive reimbursements for such expenses.

e.. **Allowances.** You will receive an annual vehicle allowance in the amount of US \$13,500.00 and an annual cellphone allowance in the amount of \$2,025.00, which amount shall be prorated during any partial year of employment.

f.. **No Other Benefits.** Other than benefits generally available to all full-time employees, you will not be entitled to any benefit or perquisite other than as specifically set out in this Amended & Restated Offer Letter or separately agreed to in writing by the Company.

4. Termination; Payments and Entitlements Upon a Termination.

a.. **Termination.** The Company may terminate your employment: (a) for Cause (as defined in the Severance and Non-Competition Plan ("**Severance and Non-Competition Plan**") (a copy of which is attached hereto); or (b) for any reason or no reason, in all cases, upon reasonable notice to you. Your employment with the Company will terminate upon your death. You are able to resign your employment, as provided in the Severance and Non-Competition Plan.

b.. **Involuntary Termination.** You shall continue to be entitled to the benefits of and be bound by the obligations under the Severance and Non-Competition Plan as a "Level 2 Employee" in the event your employment terminates as result of an Involuntary Termination (as defined in the Severance and Non-Competition Plan). You acknowledge that while you are already eligible for benefits as a Level 2 Employee, the severance multiplier for a Level 2 Employee will increase from .75 to 1.25, and that this increase shall constitute consideration for this Amended & Restated Offer Letter.

c.. **Change in Control.** If (1) your LTI awards are continued, assumed, or replaced by the surviving or successor entity, and, within two years after the Change in Control (as defined in the Equity Plans), you experience an involuntary termination of employment for reasons other than Cause (as defined in the Equity Plans), or you terminate your employment for Good Reason (as defined in the Equity Plans), or (2) LTI awards are not continued, assumed or replaced by the surviving or successor entity, then (i) your unvested options will immediately become vested and exercisable, (ii) all of your unvested time-based and performance-based restricted share units will immediately vest, and (iii) any performance objectives applicable to awards will be deemed to have been satisfied at your "target" level of performance.

d.. Resignation. If you are an officer of the Company or a director or an officer of a company affiliated or related to the Company at the time of your termination, you will be deemed to have resigned all such positions, and you agree that upon termination you will execute such tenders of resignation as may be requested by the Company to evidence such resignations.

e.. Return of Company Property. Upon resignation/termination of your employment for any reason, you agree to immediately return all Company property in your possession, custody, or control (*e.g.*, Company-issued computer, telephone, badge, keys, equipment, vehicle, etc.). You expressly authorize the Company to deduct the value or replacement cost (whichever is less) of any unreturned Company property from your severance payment (if receiving one) or final paycheck to the maximum extent permitted by law.

5. Restrictive Covenants.

a.. Severance and Non-Competition Plan. You shall be bound by the restrictive covenants contained in the Severance and Non-Competition Plan.

b.. DTSA Acknowledgement. You acknowledge that, by this Section, you have been notified in accordance with the Defend Trade Secrets Act of 2016 that, notwithstanding the foregoing:

1. You will not be held criminally or civilly liable under any federal or state trade secret law or this Amended & Restated Offer Letter for the disclosure of confidential information that: (1) you make (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to your attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (2) you make in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

2. If you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose confidential information to your attorney and use the confidential information in the court proceeding if you: (i) file any document containing confidential information under seal and (ii) do not disclose confidential information, except pursuant to court order.

6. Code Section 409A.

a.. In General. This Section shall apply to you if you are subject to Section 409A of the United States Internal Revenue Code of 1986 (the "Code"), but only with respect to any payment due hereunder that is subject to Section 409A of the Code.

b.. Release. Any requirement that you execute and not revoke a release to receive a payment hereunder shall apply to a payment described in Section 6.1 only if the Company provides the release to you on or before the date of your Involuntary Termination.

c.. Payment Following Involuntary Termination. Notwithstanding any other provision herein to the contrary, any payment described in the Severance and Non-Competition Plan that is due to be paid within a stated period following your Involuntary Termination shall be paid:

3. If, at the time of your Involuntary Termination, you are a “specified employee” as defined in Section 409A of the Code and such payment is subject to (and not exempt from) Section 409A of the Code, such payment shall be made as of the later of (i) the date payment is due hereunder, or (ii) the earlier of the date which is six months after your “separation from service” (as defined under Section 409A of the Code), or the date of your death; or

4. In any other case, on the later of (i) last day of the stated period, or if such stated period is not more than 90 days, at any time during such stated period as determined by the Company without any input from you, or (ii) the date of your “separation from service” (as defined under Section 409A of the Code).

d.. Reimbursements. The following shall apply to any reimbursement that is a payment described in Section 6.1: (a) with respect to any such reimbursement under Section 7.8, reimbursement shall not be made unless the expense is incurred during the period beginning on your effective hire date and ending on the sixth anniversary of your death; (b) the amount of expenses eligible for reimbursement during your taxable year shall not affect the expenses eligible for reimbursement in any other year; and (c) the timing of all such reimbursements shall be as provided herein, but not later than the last day of your taxable year following the taxable year in which the expense was incurred.

e.. Offset. If payments to you under this Agreement are subject to Section 409A of the Code, any offset under Section 7.11 shall apply to a payment described in Section 6.1 only if the debt or obligation was incurred in the ordinary course of your employment with the Company, the entire amount of the set-off in any taxable year of the Company does not exceed \$5,000, and the set-off is made at the same time and in the same amount as the debt or obligation otherwise would have been due and collected from you.

f.. Interpretation. This Amended & Restated Offer Letter shall be interpreted and construed so as to avoid the additional tax under Section 409A(a)(1)(B) of the Code to the maximum extent practicable.

7. General Provisions.

a.. Entire Agreement. This Amended & Restated Offer Letter, together with the plans and documents referred to herein, including the Severance and Non-Competition Plan, constitutes and expresses the whole agreement of the parties hereto with reference to any of the matters or things herein provided for or herein before discussed or mentioned with reference to your employment and supersedes the Offer Letter, any prior offer letters or severance arrangements offered by the Company or any of its affiliates. All promises, representation, collateral agreements and undertakings not expressly incorporated in this Amended & Restated Offer Letter are hereby superseded by this Amended & Restated Offer Letter.

b.. Amendment. This Amended & Restated Offer Letter may be amended or modified only by a writing signed by both of the parties hereto.

c.. Assignment. This Amended & Restated Offer Letter may be assigned by the Company to any successor to its business or operations. Your rights hereunder may not be

transferred by you except by will or by the laws of descent and distribution and except insofar as applicable law may otherwise require. Any purported assignment in violation of the preceding sentence shall be void.

d. Governing Law; Consent to Personal Jurisdiction and Venue. This Amended & Restated Offer Letter takes effect upon its acceptance and execution by the Company. The validity, interpretation, and performance of this Amended & Restated Offer Letter shall be governed, interpreted, and construed in accordance with the laws of the State of Florida without giving effect to the principles of comity or conflicts of laws thereof. You hereby consent to personal jurisdiction and venue, for any action brought by the Company arising out of a breach or threatened breach of this Amended & Restated Offer Letter or out of the relationship established by this Amended & Restated Offer Letter, exclusively in the United States District Court for the Middle District of Florida, Tampa Division, or in the Circuit Court in and for Hillsborough County, Florida; and, if applicable, the federal and state courts in any jurisdiction where you are employed or reside; you hereby agree that any action brought by you, alone or in combination with others, against the Company, whether arising out of this Amended & Restated Offer Letter or otherwise, shall be brought exclusively in the United States District Court for the Middle District of Florida, Tampa Division, or in the Circuit Court in and for Hillsborough County, Florida.

e. Severability. The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in this Amended & Restated Offer Letter shall not affect the enforceability of the remaining portions of the Amended & Restated Offer Letter or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses or sections contained in the Amended & Restated Offer Letter shall be declared invalid, the Amended & Restated Offer Letter shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted.

f. Section Headings and Gender. The section headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

g. No Term of Employment. Nothing herein obligates the Company to continue to employ you. Where lawfully permitted in any jurisdiction in which you perform employment responsibilities on behalf of the Company, your employment shall be at will.

h. Indemnification. The Company will indemnify and hold you harmless to the maximum extent permitted by applicable law against judgments, fines, amounts paid in settlement and reasonable expenses, including reasonable attorneys' fees, in connection with the defense of, or as a result of any action or proceeding (or any appeal from any action or proceeding) in which you are made or are threatened to be made a party by reason of the fact that you are or were an officer of the Company or any Affiliate (as defined in the Severance and Non- Competition Plan). In addition, the Company agrees that you shall be covered and insured up to the maximum limits provided by any insurance which the Company maintains to indemnify its directors and officers

(as well as any insurance that it maintains to indemnify the Company for any obligations which it incurs as a result of its undertaking to indemnify its officers and directors).

i.. Survivorship. Upon the termination your employment, the respective rights and obligations of the parties shall survive such termination to the extent necessary to carry out the intended preservation of such rights and obligations.

j.. Taxes. All payments under this Amended & Restated Offer Letter shall be subject to withholding of such amounts, if any, relating to tax or other payroll deductions as the Company may reasonably determine and should withhold pursuant to any applicable law or regulation.

k.. Set-Off. Except as limited by Section 6.5, the Company may set off any amount or obligation that may be owing by you to the Company against any amount or obligation owing by the Company to you.

l.. Records. All books, records, and accounts relating in any manner to the Company or to any suppliers, customers, or clients of the Company, whether prepared by you or otherwise coming into your possession, shall be the exclusive property of the Company and immediately returned to the Company upon termination of employment or upon request at any time.

m.. Counterparts. This Amended & Restated Offer Letter may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

n.. Consultation with Counsel. You acknowledge that you have been advised, and have had a sufficient opportunity to, confer with your own counsel with respect to this Amended & Restated Offer Letter, and that you understand the restrictions and limitations that it imposes upon your conduct.

Please indicate your acceptance of this Amended & Restated Offer Letter by returning one signed original of this Amended & Restated Offer Letter to my attention.

Thomas Harrington

Chief Executive Officer

I accept this Amended & Restated Offer Letter and agree to be bound by the terms and conditions listed herein. I understand that upon my signing this Amended & Restated Offer Letter, my January 14, 2012 Offer Letter shall be null and void.

Jay Wells

Date



Marni Poe
Via Email

December 22, 2020

Dear Marni:

Your January 14, 2010 Offer Letter with Cott Corporation, now Primo Water Corporation (“**Offer Letter**”) lists the employing entity as Cott Corporation, a Canadian corporation. In order to provide consistent treatment to U.S.-based employees, this amendment and restatement confirms that your employing entity is Primo Water Holdings, Inc., (the “**Company**”), a Delaware corporation and subsidiary of Primo Water Corporation (“**Primo**”).

This letter shall constitute the amended and restated terms under which you will continue your employment with the Company (“**Amended & Restated Offer Letter**”). This Amended and Restated Offer Letter is in substitution for and in replacement of any terms and conditions of any employment agreements, whether written or oral, between you and Primo, the Company or any of their affiliates, including, without limitation, the Offer Letter. Your employment with the Company shall be as an at-will employee. You will continue to serve as an executive officer of Primo.

In consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, including the increased benefits referenced in Section 4.2 of this Amended and Restated Offer Letter, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereby covenant and agree as follows:

1. Position and Duties.

a.. Position. Subject to the terms and conditions hereof, you will continue to hold the position of Chief Legal Officer and Secretary for the Company, with your principal place of employment being Tampa, Florida.

b.. Responsibilities.

(i) As the Company’s Chief Legal Officer and Secretary, you will report to the Company’s Chief Executive Officer (“**CEO**”) and have such duties and responsibilities as may be assigned to you from time to time by the CEO.

(ii) You agree to devote substantially all of your business time and attention to the business and affairs of the Company and to discharging the responsibilities assigned to you. This shall not preclude you from (i) serving on the boards of directors of a reasonable number of charitable organizations, (ii) serving on the boards of directors or trustees of other entities not engaged in any business competitive with the business of the Company or any of its Affiliates,

provided that you shall have received approval for any such board service in advance from the CEO; (iii) engaging in charitable activities and community affairs, and (iv) managing your personal affairs, so long as these activities do not interfere with the performance of your duties and responsibilities as the Company's Chief Legal Officer and Secretary and, in the case of a for-profit business, you obtain prior written approval of the CEO.

c.. No Employment Restriction. You hereby represent and covenant that, except as disclosed to the Company, your employment by the Company does not violate any agreement or covenant to which you are subject or by which you are bound and that there is no such agreement or covenant that could restrict or impair your ability to perform your duties or discharge your responsibilities to the Company.

2. Remuneration.

a.. Base Salary. Your annual base salary shall continue to be at the rate of US \$425,000.00 per year ("**Annual Base Salary**"), paid on a bi-weekly basis, prorated for any partial periods based on the actual number of days in the applicable period. Your performance will be evaluated at least annually, and any increase to the level of your Annual Base Salary will be determined as part of the regular annual review process.

b.. Bonus. You will continue to be eligible to participate in the Company's annual bonus plan and may earn a bonus based upon the achievement of specified performance goals. The amount of your target bonus is 75% of your Annual Base Salary. The bonus year is the Company's fiscal year. Currently the maximum potential payout permitted under the bonus plan is two (2) times the applicable target bonus for achievement of performance goals significantly in excess of the target goals, as established by the Human Resources and Compensation Committee of the Company's Board of Directors (the "**HRCC**"). Please note that the bonus plan is entirely discretionary, and the Company reserves in its absolute discretion the right to terminate or amend it or any other bonus plan that may be established.

c.. LTI Participation. You will continue to be eligible for long-term incentive ("**LTI**") plan awards under plans administered by the Company or its affiliates (the "**Equity Plans**") that will be based on your performance, at the discretion of the HRCC. The Company's current Equity Plans are the Amended and Restated Primo Water Corporation Equity Incentive Plan, as amended, and the Primo Water Corporation 2018 Equity Incentive Plan, as amended.

3. Benefits.

a.. Benefit Programs. You will continue to be eligible to participate in the Company's benefit programs generally available to other senior executives of the Company. Our benefit programs include our 401(k) plan and health, disability and life insurance benefits. Employee contributions are required for our benefit programs.

b.. ESPP. In addition, you will continue to be eligible to participate in Primo's Employee Stock Purchase Plan (the "**ESPP**"), through which you can purchase Primo common shares at a discount through payroll deductions.

c.. **Vacation.** You will continue to be entitled to four (4) weeks' vacation per calendar year. You are encouraged to take vacation in the calendar year it is earned. All earned vacation must be taken in the year in which it is earned; otherwise it may be forfeited. If you should leave the Company, the value of any unearned vacation taken by you will be considered a debt to the Company and you expressly authorize the Company to deduct from your final paycheck to the maximum extent permitted by law the value of taken but unearned vacation. All vacation periods require the approval of the CEO.

d.. **Reimbursement.** You will be reimbursed for expenses reasonably incurred in connection with the performance of your duties in accordance with the Company's policies as established from time to time. It is your obligation to submit to the Company expense reimbursement requests and evidence of such expenses in order to receive reimbursements for such expenses.

e.. **Allowances.** You will receive an annual vehicle allowance in the amount of US \$13,500.00 and an annual cellphone allowance in the amount of \$2,025.00, which amount shall be prorated during any partial year of employment.

f.. **No Other Benefits.** Other than benefits generally available to all full-time employees, you will not be entitled to any benefit or perquisite other than as specifically set out in this Amended & Restated Offer Letter or separately agreed to in writing by the Company.

4. Termination; Payments and Entitlements Upon a Termination.

a.. **Termination.** The Company may terminate your employment: (a) for Cause (as defined in the Severance and Non-Competition Plan ("**Severance and Non-Competition Plan**") (a copy of which is attached hereto); or (b) for any reason or no reason, in all cases, upon reasonable notice to you. Your employment with the Company will terminate upon your death. You are able to resign your employment, as provided in the Severance and Non-Competition Plan.

b.. **Involuntary Termination.** You shall continue to be entitled to the benefits of and be bound by the obligations under the Severance and Non-Competition Plan as a "Level 2 Employee" in the event your employment terminates as result of an Involuntary Termination (as defined in the Severance and Non-Competition Plan). You acknowledge that while you are already eligible for benefits as a Level 2 Employee, the severance multiplier for a Level 2 Employee will increase from .75 to 1.25, and that this increase shall constitute consideration for this Amended & Restated Offer Letter.

c.. **Change in Control.** If (1) your LTI awards are continued, assumed, or replaced by the surviving or successor entity, and, within two years after the Change in Control (as defined in the Equity Plans), you experience an involuntary termination of employment for reasons other than Cause (as defined in the Equity Plans), or you terminate your employment for Good Reason (as defined in the Equity Plans), or (2) LTI awards are not continued, assumed or replaced by the surviving or successor entity, then (i) your unvested options will immediately become vested and exercisable, (ii) all of your unvested time-based and performance-based restricted share units will immediately vest, and (iii) any performance objectives applicable to awards will be deemed to have been satisfied at your "target" level of performance.

d. Resignation. If you are an officer of the Company or a director or an officer of a company affiliated or related to the Company at the time of your termination, you will be deemed to have resigned all such positions, and you agree that upon termination you will execute such tenders of resignation as may be requested by the Company to evidence such resignations.

e. Return of Company Property. Upon resignation/termination of your employment for any reason, you agree to immediately return all Company property in your possession, custody, or control (*e.g.*, Company-issued computer, telephone, badge, keys, equipment, vehicle, etc.). You expressly authorize the Company to deduct the value or replacement cost (whichever is less) of any unreturned Company property from your severance payment (if receiving one) or final paycheck to the maximum extent permitted by law.

5. Restrictive Covenants.

a. Severance and Non-Competition Plan. You shall be bound by the restrictive covenants contained in the Severance and Non-Competition Plan.

b. DTSA Acknowledgement. You acknowledge that, by this Section, you have been notified in accordance with the Defend Trade Secrets Act of 2016 that, notwithstanding the foregoing:

1. You will not be held criminally or civilly liable under any federal or state trade secret law or this Amended & Restated Offer Letter for the disclosure of confidential information that: (1) you make (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to your attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (2) you make in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

2. If you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose confidential information to your attorney and use the confidential information in the court proceeding if you: (i) file any document containing confidential information under seal and (ii) do not disclose confidential information, except pursuant to court order.

6. Code Section 409A.

a. In General. This Section shall apply to you if you are subject to Section 409A of the United States Internal Revenue Code of 1986 (the "Code"), but only with respect to any payment due hereunder that is subject to Section 409A of the Code.

b. Release. Any requirement that you execute and not revoke a release to receive a payment hereunder shall apply to a payment described in Section 6.1 only if the Company provides the release to you on or before the date of your Involuntary Termination.

c. Payment Following Involuntary Termination. Notwithstanding any other provision herein to the contrary, any payment described in the Severance and Non-Competition Plan that is due to be paid within a stated period following your Involuntary Termination shall be paid:

3. If, at the time of your Involuntary Termination, you are a “specified employee” as defined in Section 409A of the Code and such payment is subject to (and not exempt from) Section 409A of the Code, such payment shall be made as of the later of (i) the date payment is due hereunder, or (ii) the earlier of the date which is six months after your “separation from service” (as defined under Section 409A of the Code), or the date of your death; or

4. In any other case, on the later of (i) last day of the stated period, or if such stated period is not more than 90 days, at any time during such stated period as determined by the Company without any input from you, or (ii) the date of your “separation from service” (as defined under Section 409A of the Code).

d.. Reimbursements. The following shall apply to any reimbursement that is a payment described in Section 6.1: (a) with respect to any such reimbursement under Section 7.8, reimbursement shall not be made unless the expense is incurred during the period beginning on your effective hire date and ending on the sixth anniversary of your death; (b) the amount of expenses eligible for reimbursement during your taxable year shall not affect the expenses eligible for reimbursement in any other year; and (c) the timing of all such reimbursements shall be as provided herein, but not later than the last day of your taxable year following the taxable year in which the expense was incurred.

e.. Offset. If payments to you under this Agreement are subject to Section 409A of the Code, any offset under Section 7.11 shall apply to a payment described in Section 6.1 only if the debt or obligation was incurred in the ordinary course of your employment with the Company, the entire amount of the set-off in any taxable year of the Company does not exceed \$5,000, and the set-off is made at the same time and in the same amount as the debt or obligation otherwise would have been due and collected from you.

f.. Interpretation. This Amended & Restated Offer Letter shall be interpreted and construed so as to avoid the additional tax under Section 409A(a)(1)(B) of the Code to the maximum extent practicable.

7. General Provisions.

a.. Entire Agreement. This Amended & Restated Offer Letter, together with the plans and documents referred to herein, including the Severance and Non-Competition Plan, constitutes and expresses the whole agreement of the parties hereto with reference to any of the matters or things herein provided for or herein before discussed or mentioned with reference to your employment and supersedes the Offer Letter, any prior offer letters or severance arrangements offered by the Company or any of its affiliates. All promises, representation, collateral agreements and undertakings not expressly incorporated in this Amended & Restated Offer Letter are hereby superseded by this Amended & Restated Offer Letter.

b.. Amendment. This Amended & Restated Offer Letter may be amended or modified only by a writing signed by both of the parties hereto.

c.. Assignment. This Amended & Restated Offer Letter may be assigned by the Company to any successor to its business or operations. Your rights hereunder may not be

transferred by you except by will or by the laws of descent and distribution and except insofar as applicable law may otherwise require. Any purported assignment in violation of the preceding sentence shall be void.

d. Governing Law; Consent to Personal Jurisdiction and Venue. This Amended & Restated Offer Letter takes effect upon its acceptance and execution by the Company. The validity, interpretation, and performance of this Amended & Restated Offer Letter shall be governed, interpreted, and construed in accordance with the laws of the State of Florida without giving effect to the principles of comity or conflicts of laws thereof. You hereby consent to personal jurisdiction and venue, for any action brought by the Company arising out of a breach or threatened breach of this Amended & Restated Offer Letter or out of the relationship established by this Amended & Restated Offer Letter, exclusively in the United States District Court for the Middle District of Florida, Tampa Division, or in the Circuit Court in and for Hillsborough County, Florida; and, if applicable, the federal and state courts in any jurisdiction where you are employed or reside; you hereby agree that any action brought by you, alone or in combination with others, against the Company, whether arising out of this Amended & Restated Offer Letter or otherwise, shall be brought exclusively in the United States District Court for the Middle District of Florida, Tampa Division, or in the Circuit Court in and for Hillsborough County, Florida.

e. Severability. The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in this Amended & Restated Offer Letter shall not affect the enforceability of the remaining portions of the Amended & Restated Offer Letter or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses or sections contained in the Amended & Restated Offer Letter shall be declared invalid, the Amended & Restated Offer Letter shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted.

f. Section Headings and Gender. The section headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

g. No Term of Employment. Nothing herein obligates the Company to continue to employ you. Where lawfully permitted in any jurisdiction in which you perform employment responsibilities on behalf of the Company, your employment shall be at will.

h. Indemnification. The Company will indemnify and hold you harmless to the maximum extent permitted by applicable law against judgments, fines, amounts paid in settlement and reasonable expenses, including reasonable attorneys' fees, in connection with the defense of, or as a result of any action or proceeding (or any appeal from any action or proceeding) in which you are made or are threatened to be made a party by reason of the fact that you are or were an officer of the Company or any Affiliate (as defined in the Severance and Non- Competition Plan). In addition, the Company agrees that you shall be covered and insured up to the maximum limits provided by any insurance which the Company maintains to indemnify its directors and officers

(as well as any insurance that it maintains to indemnify the Company for any obligations which it incurs as a result of its undertaking to indemnify its officers and directors).

i.. Survivorship. Upon the termination your employment, the respective rights and obligations of the parties shall survive such termination to the extent necessary to carry out the intended preservation of such rights and obligations.

j.. Taxes. All payments under this Amended & Restated Offer Letter shall be subject to withholding of such amounts, if any, relating to tax or other payroll deductions as the Company may reasonably determine and should withhold pursuant to any applicable law or regulation.

k.. Set-Off. Except as limited by Section 6.5, the Company may set off any amount or obligation that may be owing by you to the Company against any amount or obligation owing by the Company to you.

l.. Records. All books, records, and accounts relating in any manner to the Company or to any suppliers, customers, or clients of the Company, whether prepared by you or otherwise coming into your possession, shall be the exclusive property of the Company and immediately returned to the Company upon termination of employment or upon request at any time.

m.. Counterparts. This Amended & Restated Offer Letter may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

n.. Consultation with Counsel. You acknowledge that you have been advised, and have had a sufficient opportunity to, confer with your own counsel with respect to this Amended & Restated Offer Letter, and that you understand the restrictions and limitations that it imposes upon your conduct.

Please indicate your acceptance of this Amended & Restated Offer Letter by returning one signed original of this Amended & Restated Offer Letter to my attention.

Thomas Harrington

Chief Executive Officer

I accept this Amended & Restated Offer Letter and agree to be bound by the terms and conditions listed herein. I understand that upon my signing this Amended & Restated Offer Letter, my January 14, 2010 Offer Letter shall be null and void.

Marni Poe

Date



Jason Ausher

Via Email

December 22, 2020

Dear Jason:

Primo Water Corporation (the “**Company**”) recently amended and restated its Severance and Non-Competition Plan (the “**Plan**”). We believe the amendments made to the Plan are generous, and would like to offer you the opportunity to become a participant in the Plan. However, the terms of your May 6, 2015 Offer Letter with Cott Corporation, now Primo Water Corporation (“**Offer Letter**”) already provide you with certain defined severance benefits (*i.e.*, 6 months of your annual base salary) if your employment is terminated by the Company without Cause (other than for reason of disability) or by you for Good Reason. (See Section 4.2 of Offer Letter.) For that reason, your participation in the Plan would be in lieu of the severance benefits currently provided in your Offer Letter.

As amended and restated, the Plan provides tiered severance benefits, based on a severance multiplier of a participant’s current base salary plus target bonus. As a participant, you would be eligible for severance benefits as a “Level 3 Employee”, which has a severance multiplier of 1.0, and the other benefits (*e.g.*, outplacement services) set forth in the Plan. (A copy of the amended and restated Plan is attached hereto.)

Should you elect to accept the Company’s offer to participate in the Plan, your Offer Letter will be amended such that, upon your execution of this letter agreement, the term “Company” used in the Offer Letter shall refer to “Primo Water Corporation”, and Sections 4.2, 8.4, and 8.6 of your Offer Letter shall be deleted and replaced with the language below:

4.2. Involuntary Termination. You shall be entitled to the benefits of and be bound by the obligations under the Amended and Restated Severance and Non-Competition Plan (the “Severance and Non-Competition Plan”) as a “Level 3 Employee” in the event your employment terminates as a result of an Involuntary Termination (as defined in the Severance and Non-Competition Plan, a copy of which is attached).

8.4. Non-Competition and Non-Solicitation.

- (a) You shall be bound by the restrictive covenants contained in the Severance and Non-Competition Plan.
-

- (b) Nothing in this Offer Letter shall prohibit or restrict you from holding or becoming beneficially interested in up to one (1%) percent of any class of securities in any company provided that such class of securities are listed on a recognized stock exchange in Canada or the United States.
- (c) If you are at any time in violation of any restrictive covenant contained in the Severance and Non-Competition Plan, then each time limitation set forth in the restrictive covenant at issue shall be extended for a period of time equal to the period of time during which such violation or violations occur. If the Company seeks injunctive relief from any such violation, then the covenants set forth shall be extended for a period of time equal to the pendency of the proceeding in which relief is sought, including all appeals therefrom.

8.6 Non-Disparagement. You shall be bound by the Non-Disparagement provision set forth in the Severance and Non-Competition Plan.

All other terms and conditions of your Offer Letter shall remain unchanged, provided that if there is any conflict between a term in the Offer Letter and the Severance and Non-Competition Plan, you agree that the Company may resolve such conflict by applying the term providing greater protection to the Company and its interests.

Should you accept the terms of this letter agreement, including the amendments to your Offer Letter described above, please acknowledge your understanding and agreement by signing below.

Yours truly,

Jay Wells
Chief Financial Officer

I wish to participate in the Plan. I acknowledge and agree that Sections 4.2, 8.4, and 8.6 of my Offer Letter have been amended as described in this letter and that all other terms of my Offer Letter remain unchanged.

Jason Ausher

Date



Ghire Shivprasad

Via Email

December 22, 2020

Dear Ghire:

Primo Water Corporation (the “**Company**”) recently amended and restated its Severance and Non-Competition Plan (the “**Plan**”). We believe the amendments made to the Plan are generous, and would like to offer you the opportunity to become a participant in the Plan. However, the terms of your June 15, 2020 Offer Letter with the Company (“**Offer Letter**”) already provide you with certain defined severance benefits (*i.e.*, 6 months of your annual base salary) if your employment is terminated by the Company without Cause (other than for reason of disability) or by you for Good Reason. (See Section 4.2 of Offer Letter.) For that reason, your participation in the Plan would be in lieu of the severance benefits currently provided in your Offer Letter.

As amended and restated, the Plan provides tiered benefits, based on a severance multiplier of a participant’s current base salary plus target bonus. As a participant, you would be eligible as a “Level 3 Employee”, which has a severance multiplier of 1.0, and the other benefits (*e.g.*, outplacement services) set forth in the Plan. (A copy of the amended and restated Plan is attached hereto.)

Should you elect to accept the Company’s offer to participate in the Plan, your Offer Letter will be amended such that, upon your execution of this letter agreement, Sections 4.2 and 7.4 of your Offer Letter shall be deleted and replaced with the language below:

4.2. Involuntary Termination. You shall be entitled to the benefits of and be bound by the obligations under the Amended and Restated Severance and Non-Competition Plan (the “Severance and Non-Competition Plan”) as a “Level 3 Employee” in the event your employment terminates as a result of an Involuntary Termination (as defined in the Severance and Non-Competition Plan, a copy of which is attached).

7.4. Non-Competition and Non-Solicitation.

- (a) You shall be bound by the restrictive covenants contained in the Severance and Non-Competition Plan (a copy of which is attached).
-

- (b) Nothing in this Offer Letter shall prohibit or restrict you from holding or becoming beneficially interested in up to one (1%) percent of any class of securities in any company provided that such class of securities are listed on a recognized stock exchange in Canada or the United States.
- (c) If you are at any time in violation of any restrictive covenant contained in the Severance and Non-Competition Plan, then each time limitation set forth in the restrictive covenant at issue shall be extended for a period of time equal to the period of time during which such violation or violations occur. If the Company seeks injunctive relief from any such violation, then the covenants set forth shall be extended for a period of time equal to the pendency of the proceeding in which relief is sought, including all appeals therefrom.

All other terms and conditions of your Offer Letter shall remain unchanged, provided that if there is any conflict between a term in the Offer Letter and the Severance and Non-Competition Plan, you agree that the Company may resolve such conflict by applying the term providing greater protection to the Company and its interests.

A copy of the amended and restated Plan is attached. Should you accept the terms of this letter agreement, including the amendments to your Offer Letter described above, please acknowledge your understanding and agreement by signing below.

Yours truly,

Thomas Harrington
Chief Executive Officer

I wish to participate in the Plan. I acknowledge and agree that Sections 4.2 and 7.4 of my Offer Letter have been amended as described in this letter and that all other terms of my Offer Letter remain unchanged.

Ghire Shivprasad

Date



December 22, 2020

David Muscato
VIA E-MAIL

Dear Dave:

Primo Water Corporation (the “**Primo**”) recently amended and restated its Severance and Non-Competition Plan (the “**Plan**”). We believe the amendments made to the Plan are generous and would like to offer you the opportunity to become a participant in the Plan. However, the terms of your June 15, 2020 Offer Letter with the DS Services of America (“**Offer Letter**”), a subsidiary of Primo, already provide you with certain defined severance benefits (*i.e.*, 9 months of your annual base salary) if your employment is terminated by DS Services of America (the “**Company**”) without Cause (other than for reason of disability) or by you for Good Reason. (See Section 4.2 of Offer Letter.) For that reason, your participation in the Plan would be in lieu of the severance benefits currently provided for in your Offer Letter.

As amended and restated, the Plan provides tiered benefits, based on a severance multiplier of a participant’s current base salary plus target bonus. As a participant, you would be eligible as a “Level 2 Employee”, which has a severance multiplier of 1.25, and the other benefits (*e.g.*, outplacement services) set forth in the Plan. (A copy of the amended and restated Plan is attached hereto.)

Should you elect to accept the Company’s offer to participate in the Plan, your Offer Letter will be amended such that, upon your execution of this letter agreement, Sections 4.2 and 7.4 of your Offer Letter shall be deleted and replaced with the language below:

4.2. Involuntary Termination. You shall be entitled to the benefits of and be bound by the obligations under the Amended and Restated Severance and Non-Competition Plan (the “Severance and Non-Competition Plan”) as a “Level 2 Employee” in the event your employment terminates as a result of an Involuntary Termination (as defined in the Severance and Non-Competition Plan).

7.4. Non-Competition and Non-Solicitation.

- (a) You shall be bound by the restrictive covenants contained in the Severance and Non-Competition Plan (a copy of which is attached).
-

(b) Nothing in this Offer Letter shall prohibit or restrict you from holding or becoming beneficially interested in up to one (1%) percent of any class of securities in any company provided that such class of securities are listed on a recognized stock exchange in Canada or the United States.

(c) If you are at any time in violation of any restrictive covenant contained in the Severance and Non-Competition Plan, then each time limitation set forth in the restrictive covenant at issue shall be extended for a period of time equal to the period of time during which such violation or violations occur. If the Company or Primo seeks injunctive relief from any such violation, then the covenants set forth shall be extended for a period of time equal to the pendency of the proceeding in which relief is sought, including all appeals therefrom.

All other terms and conditions of your Offer Letter shall remain unchanged, provided that if there is any conflict between a term in the Offer Letter and the Severance and Non-Competition Plan, you agree that Primo and the Company may resolve such conflict by applying the term providing greater protection to Primo and the Company and their interests.

A copy of the amended and restated Plan is attached. Should you accept the terms of this letter agreement, please acknowledge your understanding and agreement by signing below.

Yours truly,

Thomas Harrington
Chief Executive Officer

I wish to participate in the Plan. I acknowledge and agree that Sections 4.2 and 7.4 of my Offer Letter have been amended as described in this letter and that all other terms of my Offer Letter remain unchanged.

David Muscato

Date

Exhibit A Definitions

“**Affiliate**” shall mean, with respect to any person or entity (herein the “**first party**”), any other person or entity that directs or indirectly controls, or is controlled by, or is under common control with, such first party. The term “control” as used herein (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to: (i) vote 50% or more of the outstanding voting securities of such person or entity, or (ii) otherwise direct or significantly influence the management or policies of such person or entity by contract or otherwise.

“**Business**” shall mean the business of manufacturing, selling or distributing water (including but not limited to exchange and refill), coffee, tea, powdered beverages, water dispensers, water filtration units and other beverages or products manufactured, sold or distributed by Primo Water Corporation or its Affiliates at the time of termination of your employment, as well as such other beverages or products that are contemplated or projected to contribute materially to the profits of Primo Water Corporation or its subsidiaries and Affiliates at the time of termination of your employment.

“**Cause**” shall mean your:

1. willful failure to properly carry out your duties and responsibilities or to adhere to the policies of the Company and, if applicable, its Affiliates (including Primo) after written notice by the Company of the failure to do so, and such failure remaining uncorrected following an opportunity for you to correct the failure within ten (10) days of the receipt of such notice;

2. theft, fraud, embezzlement, self dealing, dishonesty or misappropriation, or the gross negligence or willful misconduct, involving the property, business or affairs of the Company or its Affiliates (including Primo), or in the carrying out of your duties, including, without limitation, any material breach of the representations, warranties and covenants contained in any written agreement with the Company, Primo or its Affiliates;

3. conviction of or plea of guilty, plea of nolo contendere or no contest for any felony or any criminal offence that involves fraud, dishonesty, theft, violence or moral turpitude;

4. breach of a fiduciary duty owed to the Company or any of its Affiliates (including Primo);

5. refusal to follow the lawful written reasonable and good faith direction of the Company’s Board of Directors or Primo’s Chief Executive Officer; provided such written directions are consistent with your position as the President, North America;

6. intentional misconduct in connection with working for the Company, or intentional misconduct outside of work that harms or is likely to harm the Company or its reputation;

7. misrepresentation of your educational or professional experience; or

8. any act that causes the Company to violate any applicable laws or regulations.

“**Disability**” shall mean any incapacity or inability by you, including any physical or mental incapacity, disease, illness or affliction, which has prevented or which will likely prevent you from performing the essential duties of your position, with or without reasonable accommodation, for six (6) consecutive months or for any cumulative period of one hundred and twenty-five (125) business days (whether or not consecutive) in any two (2) -year period.

“**Good Reason**” shall mean any of the following:

(a) a material diminution in your title, authority, duties and responsibilities; unless such diminution is effected with your approval;

(b) a reduction in your then-current Annual Base Salary or target bonus opportunity as a percentage of Annual Base Salary, unless such reduction is made applicable to all Company senior executives; or

(c) a material breach by the Company of any provisions of this Offer Letter.

You shall provide the Company with a written notice detailing the specific circumstances alleged to constitute Good Reason within ninety (90) days after the first occurrence of such circumstances, provided, that no termination for Good Reason based on such circumstances shall occur more than one hundred eighty (180) days after the initial existence of such Good Reason event. Upon receiving such notice, the Company shall have 30 days to cure the specific circumstances alleged to constitute Good Reason. Your failure to (i) provide the Company with written notice detailing the specific circumstances alleged to constitute Good Reason within ninety

(90) days after the first occurrence of such circumstances, or (ii) terminate for Good Reason within one hundred eighty (180) days from the first occurrence of such event, shall in either case be deemed your irrevocable waiver of any claim that such circumstances may constitute “Good Reason,” but shall not prevent you from terminating for Good Reason in accordance with the terms of this Offer Letter based on different or new circumstances constituting Good Reason.

“**Territory**” shall mean (a) the United States, (b) Canada, (c) such other countries in which the Company, Primo and/or their subsidiaries then currently conduct the Business or in which the Company or Primo plans to conduct the Business within the subsequent twelve (12) months, and

(d) the remainder of the world.

Exhibit B

Form of Release
SEPARATION AGREEMENT AND GENERAL RELEASE

(TO BE SIGNED NO EARLIER THAN YOUR EFFECTIVE TERMINATION DATE)

This Separation Agreement and General Release (the “Agreement”) is entered into by and between **David Muscato** (“Associate”) and **DS Services of America, Inc.** (the “Company”). This Agreement constitutes the complete and final settlement of any and all disputes arising from or relating to Associate’s employment with the Company and any claims or actions Associate has brought or could have brought against the Company or the RELEASEES (as defined below). **This Agreement must be returned by Associate no later than**__.

WITNESSETH:

WHEREAS, Associate and the Company wish to sever their employment relationship and resolve any and all claims or potential claims that Associate may have against the Company or the RELEASEES, as defined below, from the beginning of time through the Effective Date of this Agreement;

WHEREAS, the Company expressly denies any wrongdoing whatsoever including, but not limited to, any conduct with respect to any aspect of Associate’s employment, attendant employment benefits and/or termination of employment and any violation of any federal, state or local statute, ordinance or law which pertains to employment and/or attendant employment benefits;

WHEREAS, the parties intend for this Agreement to be agreed upon in full accord and satisfaction of any and all of the Company’s obligations or requirements created by or referenced in Associate’s Offer Letter dated __, 2020 (the “Offer Letter”) accepted by Associate; and

WHEREAS, Associate, with full and fair opportunity and advisement to consult with an attorney of Associate’s choosing, and the Company reached an amicable and final resolution of all claims of Associate against the Company in order to avoid the expense and inconvenience of any litigation or further proceedings.

NOW, THEREFORE, in consideration of the obligations upon Associate and the Company as set forth in this Agreement and in full settlement of any claims that Associate has, had, may have or may have had against RELEASEES (as defined below) as specifically set forth herein, Associate and the Company agree to the following:

- i. **Consideration to Associate:** Contingent upon full execution by the parties, including Associate timely returning to the Company an executed and notarized original or copy of this Agreement – without revoking it – the Company will provide Associate the following consideration, which will be paid within thirty (30) days of the Effective Date (as defined below):

1. The Company will pay Associate the gross amount of
__ (\$__.__), less appropriate withholdings

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and/or payroll deductions, which is intended to represent back or future wages claimed by Associate as well as consideration for Associate's general release and agreement to confidentiality, non-disparagement, restrictive covenants, and permanent separation of employment with no re-hire (the "Separation Payment"). Associate understands that a Form W-2 will be issued to Associate for the payment received under this Paragraph 1(a).

1. [INSERT OTHER AS APPLICABLE]

i. Tax Indemnity and Cooperation:

1. Associate agrees to and hereby does indemnify and hold harmless the Company and RELEASEES from and against any and all tax liabilities, interest and penalties that may be assessed or incurred as a result of not withholding monies or issuing or reporting payments made under Paragraph 1 above including, but not limited to, liability for payroll taxes or deductions, income withholding taxes, including federal, state or local income taxes, social security taxes, federal state or local unemployment or disability premium payments or taxes, or any other taxes which customarily are withheld from or paid with respect to wages, or any other liens, judgments, interest and/or penalties incurred on the monies paid pursuant to this Agreement or owing to, or for the satisfaction of, any liens or judgments against Associate (which Associate affirmatively represents do not exist), except that Associate shall not be liable for any contributions of FICA assessed against the Company. Associate will not be liable for the Employer's normal share of payroll taxes or deductions, but will agree to be liable for penalties and interest if required by the IRS.

2. Within thirty (30) days after the Company and/or any RELEASEE notifies Associate or Associate's attorneys that the Company and/or any RELEASEE has been determined to have incurred any liability including, but not limited to, liability for payroll taxes or deductions, income withholding taxes, including federal, state or local income taxes, social security taxes, federal state or local unemployment or disability premium payments or taxes, or any other taxes which customarily are withheld from or paid with respect to wages, or any other liens, judgments, interest and/or penalties incurred because of any payment made to Associate and/or Associate's attorneys, Associate shall pay to the Company an amount equal to the liability, interest, penalty and/or costs incurred by the Company or any other RELEASEE.

3. Associate agrees to complete and to provide to the Company within a reasonable time (not to exceed 14 days of the Company's request for the same) any documentation requested by the Company related to tax inquiries, audits and/or reporting including, but not limited to, Form(s) 4669 or any other forms or statements requested, attesting that Associate reported the Separation Payment on Associate's tax return for the appropriate tax filing year and paid the appropriate federal income tax on such Separation Payment.

ii. General Release and Dismissal of Claims: In exchange for the promises and payments made by the Company and Associate as outlined in this Agreement, the parties further agree as follows:

1. Associate hereby warrants, represents and certifies that Associate has not filed or instituted (and, no person or agency has filed or instituted on Associate's behalf and/or at Associate's direction – and if filed not at Associate's direction, Associate will seek dismissal of) any complaints,

lawsuits, actions, causes of action, in law or equity, administrative charges, claims, controversies, demands, grievances and/or proceedings whatsoever against any RELEASEE (as defined below), in any forum including, but not limited to, any federal, state and local court, the New York Stock Exchange (“NYSE”), the National Association of Securities Dealers (“NASD”), the Connecticut Commission on Human Rights and Opportunities, the Connecticut Department of Labor, the Georgia Commission on Equal Opportunity, the Georgia Department of Labor, the United States Department of Labor and the United States Equal Employment Opportunity Commission (“EEOC”) or any other equivalent state government agency and, to the extent that any administrative charge has been or is filed with the EEOC or any other equivalent state government agency by or on Associate’s behalf, Associate agrees not to seek or in any way obtain or accept any monetary award, recovery or settlement therefrom and agrees that Associate understands that such limitation does not in any way restrict Associate’s ability to pursue such charge consistent with the confidentiality obligations in Paragraph 10 below.

1. Associate hereby releases and forever discharges the Company and its insurers, affiliates (including but not limited to Primo Water Corporation and Aquaterra Corporation), divisions, parents, subsidiaries, any merged entity or merged entities, prior and successor entities, and/or its and their present and former officers, partners, directors, employees, agents, shareholders and/or successors, assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof (together referred to as “RELEASEES”), from all claims, actions, causes of action, lawsuits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, bonuses, controversies, agreements, promises, claims, charges, complaints and demands whatsoever, whether in law or equity, known or unknown, against the RELEASEES, that Associate and the Associate’s heirs, executors, administrators, successors, and assigns, may now have or hereafter later determine that Associate has or had upon, or by reason of, any cause or thing whatsoever, including, but not limited to, claims arising under the Americans With Disabilities Act (“ADA”), the National Labor Relations Act (“NLRA”), the Fair Labor Standards Act (“FLSA”), the Equal Pay Act (“EPA”), the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.*, as amended including, but not limited to, breach of fiduciary duty and equitable claims brought under § 1132(a)(3) (“ERISA”), the Worker Adjustment and Retraining Notification Act (state or federal), as amended, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, as amended (“ADEA”), the Civil Rights Acts of 1866, 1871 and 1991, including Section 1981 of the Civil Rights Act, the Older Workers’ Benefit Protection Act (“OWBPA”), the Family Medical Leave Act (to the extent permitted by law), the Connecticut Fair Employment Practices Act, the Connecticut Family and Medical Leave Act, the Connecticut Statutes, the Official Code of Georgia (including but not limited to Title 34 of the Official Code of Georgia), the Georgia Constitution, the Georgia Equal Pay Equal Work Act, Georgia’s Sex Discrimination in Employment Act, Georgia’s Equal Employment for Persons with Disabilities Code, Georgia’s Common Day of Rest Act, Haleigh’s Hope Act, Georgia’s Smokefree Air Act, the Georgia Fair Employment Practices Act, and/or any other federal, state or local human rights, civil rights, wage-hour, pension, whistleblower, or labor law, rule, statute, regulation, constitution or ordinance and/or public policy, contract or tort law, or any claim of retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of intentional or negligent infliction of emotional distress, tortious interference with contractual relations, wrongful or abusive or constructive discharge, defamation, discrimination, failure to accommodate, interference with leave rights (including but not limited to family, medical, sick, or personal leaves), retaliation, harassment, failure

to retain records, prima facie tort, fraud, negligence, loss of consortium, malpractice, breach of duty of care, breach of fiduciary duty or any action similar thereto against RELEASEES, including any claim for attorneys' fees, expenses or costs based upon any conduct from the beginning of the world up to and including the Effective Date of this Agreement; provided, however, that

Associate does not waive any right to file an administrative charge with the EEOC, subject to the condition that Associate agrees not to seek, or in any way obtain or accept, any monetary award, recovery or settlement therefrom; and further provided, however, that Associate does not waive any rights with respect to, or release the Company from, payments of any and all benefits and/or monies earned, accrued, vested or otherwise owing, if any, to Associate under the terms of the Company's retirement, savings, deferred compensation and/or profit sharing plan(s) or any claims for state Disability or Workers' Compensation benefits (except that Associate hereby releases and waives any claims that Associate's termination was to avoid payment of such benefits or payments or that, as a result of Associate's termination, Associate is entitled to additional benefits or payments); and further provided, however, that Associate does not release any claim of breach of the terms of this Agreement, subject to the confidentiality obligations in Paragraph 10 of this Agreement.

1. Thus, for the purpose of implementing a full and complete release and discharge of the RELEASEES, Associate expressly acknowledges that this general release is intended to include in its effect, without limitation, all claims which Associate does not know or suspect to exist in Associate's favor at the time of execution hereof, and that this general release contemplates the extinguishment of any such claim or claims.

2. Associate agrees to immediately seek and obtain dismissal with prejudice of any complaint, lawsuit, action, cause of action, administrative charge, claim, controversy, demand, grievance or proceeding (unless such proceeding is a class action, in which case Associate agrees to "opt out" of the class and not participate in the class action and such proceeding is at or initiated by the EEOC) in the event that, for any reason, any complaint, lawsuit, action, cause of action, administrative charge, claim, controversy, demand, grievance or proceeding covered by Paragraphs 3 is pending or is instituted on Associate's behalf, and to not, unless required by law to do so (and then subject to the terms of Paragraph 3 and Paragraph 4), testify, provide documents or otherwise participate or request others to participate on Associate's behalf in any such proceeding or litigation arising therefrom or associated therewith, and, in no event, from any such source or proceeding whatsoever, to seek, or in any way obtain or accept any monetary award, recovery, settlement or relief therefrom. Associate's obligation to dismiss and/or withdraw any and all complaints includes, but is not limited to, any complaint made internally to the Company or any of the RELEASEES – via any medium including, but not limited to, the Company's Ethics Point hotline – either in Associate's own name or anonymously, about any of the RELEASEES or any associate, employee, agent, or representative of any of the RELEASEES. Should Associate file or otherwise bring a claim in violation of Paragraph 3 or fail to seek and obtain such dismissal or withdrawal or "opt out" in accordance with the terms of this Agreement, Associate will, at the option of the Company, be considered in material breach of this Agreement.

3. Promise Not to Sue: A "promise not to sue" means you promise not to knowingly sue any RELEASEE in court. This is different from the General Release above. Besides releasing claims covered by that General Release, you agree never to knowingly sue any RELEASEE for any reason covered by that General Release. Despite this Promise Not to Sue, however, you may file suit to enforce this Agreement. If you sue a RELEASEE in violation of this Agreement, you shall be required to pay that RELEASEE's reasonable attorneys' fees and other litigation costs incurred in defending against your suit.

1. Any and All Work-Related Injuries and Accidents Reported: By signing this Agreement, Associate affirmatively represents that as of the date of Associate signing this Agreement, Associate has already reported any and all work-related injuries that Associate has ever sustained, and/or accidents Associate has ever been involved in, during Associate's employment with the Company, to the extent Associate had ever incurred any work-related injuries or been involved in any work-related accidents.

i. Separation of Employment: Associate recognizes and agrees that Associate's last day of employment and effective termination date shall be__("Termination Date"). Associate further recognizes and agrees that Associate's employment relationship with the Company and/or any of the other RELEASEES has been permanently and irrevocably severed. Accordingly, Associate agrees that Associate will not seek and hereby waives any claim for employment, reinstatement, re-employment, assignment or otherwise (as a full-time or part-time employee, temporary worker, independent contractor or consultant or any other position in which Associate receives payment either directly or indirectly from the Company) with the Company or any of its affiliated companies or any merged or acquired entity or entities, at any time in the future, and that, if offered such employment, re-employment, assignment or work, Associate will decline such offer, and that this Agreement shall be a complete bar to any such application for employment or re-employment; provided, however, that the terms and application of this paragraph may be waived in writing by a duly authorized representative of the employing entity at issue in its sole discretion, which writing makes specific reference to this Agreement. Associate agrees that any refusal to hire or engage Associate in the future shall be pursuant to the Parties' mutual agreement embodied in this Agreement and shall not be actionable as unlawful in any way. Moreover, Associate agrees that as of Associate's Termination Date, Associate will be deemed to have resigned all positions held by Associate with the Company and any of the RELEASEES as of the Termination Date, including any director or officer positions, and Associate agrees to execute written tenders of resignation as may be requested by the Company to evidence such resignations.

ii. Non-Disparagement and Employment Verification:

1. In addition to the non-disparagement terms of Associate's Offer Letter (which shall survive this Agreement), Associate agrees to not disparage or impugn the reputation of any RELEASEE, and to not post any negative comments about any RELEASEE on any social media platform including any in-person, electronic, or online chatrooms or message boards (e.g., Facebook, Linked-In, Craigslist, AOL, etc.).

2. Associate and the Company also agree that, for employment verification purposes, Associate may direct prospective employers to the Company at the contact below and that the Company will confirm with the prospective employer only Associate's dates of employment and last position held, without substantive commentary on Associate's performance:

Human Resources
Primo Water Corporation
4221 Boy Scout Blvd., Suite 400
Tampa, FL 33607

i. Return of Property: Associate represents that Associate has returned to the Company all property belonging to the Company including, but not limited to, any proprietary or confidential information of the Company in Associate's possession, custody or control. By signing this Agreement, Associate warrants that Associate has retrieved and returned all such property in Associate's possession, custody or control. To the extent any Company property remains in the possession of Associate after Associate's Termination Date and Associate fails to return such Company property within 3 business days of the Company demanding return of the property, Associate agrees that the Separation Payment shall be reduced by the cost to replace such Company property and that Associate waives any claim to entitlement of payment of that reduced amount.

ii. Ongoing Obligations Survive Termination: Associate understands, acknowledges and agrees that Associate has certain ongoing obligations including, but not limited to, obligations under the Company's Code of Conduct (including, without limitation, obligations with regard to the confidentiality of trade secrets and confidential and proprietary information which Associate may have received during the course of Associate's employment with the Company). Associate further agrees to continue to discharge Associate's duty of confidentiality with respect to all trade secrets and confidential and proprietary information which Associate received by virtue of Associate's employment with the Company. Additionally, Associate agrees that Associate has advised the Company of all facts of which Associate is aware that Associate believes may constitute a violation of the Company's Code of Conduct and/or the Company's legal obligations.

Associate also understands, acknowledges, and agrees that Associate has certain ongoing obligations as set forth in Associate's Offer Letter, including but not limited to, confidentiality, non-competition, non-solicitation, and non-disparagement, which shall survive Associate's termination and this Agreement, and shall remain in effect according to the terms of the Offer Letter.

iii. Payment of All Compensation Due: Associate warrants, represents, agrees and certifies that Associate has been paid and/or has received any and all compensation, salary, wages, overtime, regular straight time wages, minimum wages, bonuses, commissions, expense reimbursements, and/or benefits to which Associate is, was, may be, or may have ever been entitled from the Company and/or any other RELEASEES under any Canadian (federal or provincial) or U.S. federal, state, or local statute, law, or ordinance, or common law, or contract. Associate further agrees that Associate has been properly paid for all hours ever worked for the Company and that Associate regularly exercised significant discretion and independent judgment with respect to matters of significance throughout Associate's employment with the Company.

iv. Cooperation: The Company or other RELEASEE(S) may be, or may become, involved in disputes with third parties or regulatory/governmental agencies concerning matters relating to Associate's employment or former employment or current or former areas of responsibility at the Company, including its parent company or subsidiaries. In such event, Associate agrees to promptly and diligently cooperate with the Company in any manner reasonably requested or directed by the Company, including without limitation: (i) consulting with the Company regarding any of Associate's job duties and activities; and (ii) cooperating with the Company in connection with any current or future investigation, litigation, audit, or other legal matter, including but not limited to meeting with and fully answering the questions of the Company or its attorneys, representatives, or agents, and

truthfully testifying and preparing to testify at any deposition, trial, or other proceeding without subpoena. The

Company shall endeavor to schedule such assistance so that it does not unreasonably interfere with Associate's prior business or personal commitments and Associate shall be reimbursed for reasonable out of pocket expenses associated with such cooperation, but Associate will not be reimbursed for Associate's time.

i. Confidentiality of Agreement:

1. Associate agrees that with respect to confidentiality, as of the date of this Agreement, Associate has not disclosed and will not disclose to or cause to be disclosed to, directly or indirectly, any person including, but not limited to, members of the general public and representatives of the media, the existence of or terms of this Agreement. Associate and the Company agree that confidentiality of this Agreement is mutually beneficial and Associate specifically prefers to keep this Agreement confidential.

2. As an exception to this provision, but subject to the terms of Paragraph 10 of this Agreement, it is understood that Associate may disclose information concerning the amount of the Separation Payment to Associate's counsel, tax preparer, and to members of Associate's immediate family; provided, however, that any and all such individuals are alerted to and agree to be bound by this restriction.

3. This Agreement shall not be filed with any court or agency, unless necessary to enforce either of their terms, and shall remain forever confidential as described in Paragraph 10 of this Agreement. Associate and the Company agree that this Agreement may be used only as evidence in a subsequent proceeding in which Associate or the Company and/or RELEASEE(S) allege a breach of this Agreement. Should any party file a claim or action to enforce the terms of this Agreement, such party shall seek the full protection of the applicable court or other forum to provide for and protect the confidentiality of this Agreement.

4. Should Associate be required by law, legal process or subpoena to provide information related either to Associate's former employment at the Company or to anyone else's employment at the Company including its parent company and subsidiaries, Associate shall, in advance of providing any response to such law, legal process or subpoena, and within four (4) days of Associate's receipt of notice of such law, legal process or subpoena, provide written notice by certified mail to the contact below (along with a copy sent by e-mail) of such law, legal process or subpoena such that RELEASEE(S) may seek to assert its or their rights and interests in connection therewith:

Employment Counsel Primo Water Corporation
4221 Boy Scout Blvd., Suite 400
Tampa, FL 33607

5. Should Associate be contacted by any person or entity seeking information or testimony in connection with Associate's or any other individual's assignment, work, duties, activities or employment at the Company (including knowledge that Associate came into possession of by virtue of or in connection with Associate's work, duties activities or employment at the Company), Associate shall, prior to providing that information or testimony, to the extent lawfully permitted, advise the

Company that such information or testimony is sought and cooperate with the Company and its counsel in connection with the request for such information or testimony.

1. Nothing in this Agreement shall prohibit or restrict Associate from: (i) providing information to or otherwise assisting in, an investigation by Congress, the EEOC, the Securities and Exchange Commission ("SEC") or any other Canadian (federal or provincial) or U.S. federal regulatory or law enforcement agency or self-regulatory organization ("SRO"); or (ii) testifying, participating, or assisting in a proceeding relating to an alleged violation of any Canadian (federal or provincial) or U.S. federal law relating to fraud or any rule or regulation of the SEC or any SRO.

2. Associate understands and agrees that should Associate (or Associate's attorneys, tax preparer or any members of Associate's immediate family) violate the confidentiality requirements set forth in Paragraph 10, Associate shall be deemed to have materially breached this Agreement, and Associate shall be responsible for liquidated damages in the amount of all monies paid by the Company pursuant to Paragraph 1 and the Company's costs and expenses including, without limitation, the Company's attorneys' fees, in bringing an action to recover damages or to seek injunctive relief. Associate further understands and agrees that the monetary relief referred to herein shall not be sufficient or adequate to address damages occasioned by such breach and shall not be a bar to the Company's pursuit of any other relief including, but not limited to, injunctive and equitable relief.

i. Acknowledgement of Consideration: Associate understands and acknowledges that, but for this Agreement, Associate is not, and would not be, entitled to the Separation Payment or benefits provided for in this Agreement under any of the Company's or its parents', affiliates' or subsidiaries' personnel policies or practices, that the payments and other benefits set forth in this Agreement constitute consideration and are accorded in exchange for Associate's agreement to the terms and conditions set forth in this Agreement and are in full and final settlement of any and all claims which Associate has, had, may have and/or may have had against RELEASEES as of the date hereof, and that the Company's obligations under this Agreement are in lieu of any and all other amounts or benefits to which Associate might be, might have been or is now entitled to receive from RELEASEE(S) upon any claim whatsoever, including any claim for severance, bonus payment, or expense reimbursement; provided, however, Associate does not release the Company from payment of any and all benefits and/or monies earned, accrued, vested and/or otherwise owing, if any, to Associate under the terms of the retirement and savings incentive plans of the Company, or their parent, affiliates or subsidiaries, except that Associate hereby releases and waives any claims that Associate's termination was to avoid payment of such benefits and/or payments or that, as a result of Associate's termination, Associate is entitled to additional benefits or payments.

ii. Governing Law and Choice of Venue: The Parties further agree that this Agreement will be governed by the laws of the State of Georgia, to the extent not preempted by federal law, and the parties will submit to the jurisdiction of the state and/or federal courts located within Tampa, Florida for the resolution of any dispute which may arise hereunder and that the parties waive any right they may have to trial by jury in any such dispute.

iii. Effect of Invalidation of a Provision of this Agreement: The Parties further agree that if any of the provisions, terms, clauses, waivers and releases of claims and rights contained in this Agreement are declared illegal, unenforceable or ineffective in a legal forum of competent jurisdiction,

such provisions, terms, clauses, waivers and releases of claims or rights shall be modified, if possible, in

order to achieve, to the extent possible, the intentions of the Parties, and, if necessary, such provisions, terms, clauses, waivers and releases of claims and rights shall be deemed severable, such that all other provisions, terms, clauses, waivers and releases of claims and rights contained in this Agreement shall remain valid and binding upon both Parties; provided, however, that notwithstanding any other provision of this Agreement, if any portion of the waiver or release of claims or rights or the confidentiality terms is held to be unenforceable, the Company, at its option, may seek modification or severance of such portion or terminate the Agreement and/or consider the Agreement null and void.

i. Modification: The Parties further agree that this Agreement may not be altered, amended, modified, superseded, canceled or terminated except by an express written agreement duly executed by all the Parties or their attorneys on their behalf, which makes specific reference to this Agreement.

ii. Complete Negotiated Agreement Between the Parties: This Agreement set forth the entire agreement between the Parties, and fully supersede any and all prior agreements or understandings between them pertaining to the subject matter thereof (subject to Paragraph 7 above). The Parties agree that this Agreement is a negotiated agreement because it is voluntary, deliberate, and informed, provides consideration of value to Associate, and Associate has been given notice and an opportunity to retain an attorney or is represented by an attorney.

iii. Opportunity to Review, Knowing and Voluntary Release, and Revocation Right: Associate understands and agrees that:

1. Associate has been provided a full and fair opportunity, indeed a full twenty-one (21) days after receipt of this Agreement, within which to review, consider, and negotiate this Agreement, and Associate's execution and return of this Agreement prior to the expiration of this review period shall constitute a knowing and voluntary waiver of the days remaining in the review period provided;
2. Associate has been advised to consult with an attorney which Associate may freely choose prior to executing this Agreement to decide whether to sign this Agreement and accept the benefits that have been offered to Associate under this Agreement;
3. Associate may revoke Associate's execution of this Agreement within seven (7) days of Associate's execution by hand delivering written notice of revocation that specifically and expressly references this Agreement to the Company contact provided in Paragraph 10(d) above;
4. Associate has carefully read and fully understands the provisions of this negotiated Agreement;
5. Associate is, through and in accordance with the terms set forth in this Agreement, releasing RELEASEES from any and all claims Associate has or may come to have against the RELEASEES;

6. Associate knowingly and voluntarily agrees to all the terms set forth in this negotiated Agreement, without duress, coercion or undue influence;

1. Associate is not waiving any rights or claims that may arise after this Agreement is executed; and
2. Associate is, by reason of this Agreement and the release of claims herein, receiving from the Company good and sufficient consideration in addition to anything of value to which Associate is already entitled.

i. Effective Date: Associate understands and agrees that – assuming Associate timely returns this Agreement fully initialed, executed, and notarized – by virtue of the seven-day revocation period provided in Paragraph 16(c) and assuming Associate does not revoke Associate’s acceptance, this Agreement shall become effective as to Associate as of the eighth day following the date on which Associate timely executes this Agreement (the “Effective Date”), and thereafter Associate may not change Associate’s decision or seek any other remuneration in any form.

ii. Execution in Counter-Parts and Delivery of Agreement: The Parties agree that this Agreement may be executed in counter-parts, with the same force and effect as if executed by all Parties on the same paper. The Parties further agree that Associate shall submit this executed and notarized Agreement to the two contacts listed below with a scanned copy sent to both via email:

| | |
|--|---|
| Human Resources Primo Water Corporation 4221 Boy Scout Blvd., Suite 400 Tampa, FL 33607 | Employment Counsel Primo Water Corporation 4221 Boy Scout Blvd., Suite 400 Tampa, FL 33607 |
|--|---|

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

To signify their agreement to the terms of this Agreement, the Parties have executed this Agreement on the date beside their signatures which appear below.

(TO BE SIGNED NO EARLIER THAN YOUR EFFECTIVE TERMINATION DATE)

Dated: __, __ __

David Muscato

STATE OF __

) ss.:

)
COUNTY OF __)

On this __ day of __, __ before me personally came __ known to me to be the individual described herein, and who executed the foregoing Agreement.

Notary Public

Dated: __, __ __

DS Services of America, Inc.

By: __

Title: __



Mercedes Romero

Via Email

December 22, 2020

Dear Mercedes:

Primo Water Corporation (the “**Company**”) recently amended and restated its Severance and Non-Competition Plan (the “**Plan**”), which is incorporated by reference in your July 27, 2020 Offer Letter (“**Offer Letter**”). We believe that, in the aggregate, the changes made to the Plan are favorable to you, including an increase to the severance multiplier used to determine the amount of severance pay to which you are eligible under the Plan.

Given the Plan amendments, the Company seeks to amend Section 4.2 of your Offer Letter, which currently provides that you are entitled to benefits under the Plan as a “Level 2 Employee” if your employment terminates as result of an Involuntary Termination (as defined in the Plan). Specifically, the reference to “Level 2 Employee” in Section 4.2 of your Offer Letter shall be replaced with “Level 3 Employee,” such that, upon your execution of this letter agreement, Section 4.2 of your Offer Letter shall read as follows:

4.2. Involuntary Termination. Upon the Employment Date, you shall be entitled to the benefits of and be bound by the obligations under the Amended and Restated Severance and Non-Competition Plan (the “Severance and Non-Competition Plan”) as a “Level 3 Employee” in the event your employment terminates as a result of an Involuntary Termination (as defined in the Severance and Non-Competition Plan, a copy of which is attached).

Note that your change from a Level 2 to Level 3 Employee provides you with a higher severance multiplier (1.0) than you had under the previous stated Plan (0.75).

All other terms and conditions of your Offer Letter shall remain unchanged. A copy of the amended and restated Plan is attached. Please acknowledge your understanding and agreement with these changes to your Offer Letter by signing below.

Yours truly,

Thomas Harrington

Chief Executive Officer

I acknowledge and agree that Section 4.2 of my Offer Letter has been amended as described in this letter and that all other terms of my Offer Letter remain unchanged.

Mercedes Romero

Date

AMENDED AND RESTATED
PRIMO WATER CORPORATION
SEVERANCE AND NON-COMPETITION PLAN

RECITALS

- A. Primo Water Corporation (the “Corporation”) previously established the Primo Water Corporation Severance and Non-Competition Plan (the “Plan”) for the benefit of certain key employees of the Corporation.
- B. Pursuant to Section 8.4 of the Plan, the board of directors of the Corporation (the “Board”) has the right to amend the Plan.
- C. The Board desires to amend the Plan to modify benefits provided under the Plan.

NOW THEREFORE, the Plan is hereby amended and restated in full as follows, effective December 9, 2020:

- 1. Purpose. The Plan is maintained primarily for the purpose of defining the deferred compensation entitlements upon a termination of employment for a select group of key employees of the Corporation and any Affiliate (the “**Participants**”), as determined by the Committee.
- 2. Certain Defined Terms. Certain capitalized terms used in the Plan have the meaning set forth in Section 9 of the Plan.
- 3. Payments and Entitlements Upon a Termination.
 - 3.1 Subject to Section 3.2, in the event that a Participant’s employment terminates as a result of an Involuntary Termination, the Participant shall be entitled to the following payments and entitlements:
 - (a) Cash Severance Payment. The Participant shall receive a cash payment in an amount (the “**Severance Amount**”) equal to the product of: (i) the sum of the Participant’s Annual Base Salary and Target Bonus for the year in which the Involuntary Termination occurs, and (ii) the Participant’s Severance Multiple. The Severance Amount payable pursuant to this Section 3.1(a) shall be paid in a lump sum, less all applicable withholding taxes, within (x) 60 days of the Involuntary Termination in the case of a U.S. Participant whose Involuntary Termination is a part of a group termination program, or (y) 30 days of the Involuntary Termination in any other case. The Severance Amount shall not be taken into account for purposes of determining benefits under any other qualified or non-qualified plans of the Corporation.
 - (b) Continued Benefits. The Participant shall be entitled, to the extent the Corporation may do so legally and in accordance with the applicable benefit plans in effect from time to time, to continue participation in the benefits plans for a period equal to the product of: (i) one year and (ii) the Participant’s Severance Multiple, up to a maximum period of 18 months.
 - (c) Accrued Salary and Vacation. The Participant shall be paid all salary and accrued vacation pay earned through the date of such Participant’s date of termination, less all applicable withholding taxes. Such payment shall be made as part of the Participant’s last regular payroll payment.

(d) Pro-Rata Bonus Payment. The Participant shall receive a cash payment equal to the product of (i) the actual annual incentive the Participant would have been paid for the calendar year in which the Involuntary Termination occurred if the Participant had remained employed and eligible to receive a bonus under the Corporation's annual incentive plan for such calendar year, multiplied by (ii) a fraction, the numerator of which equals the number of days from and including the first day of such calendar year through and including the Involuntary Termination Date, and the denominator of which equals 365 (the "**Pro-Rata Bonus Amount**"). The Pro-rata Bonus Amount shall be paid at the same time and in the same form as the annual bonuses for such calendar year are paid to ongoing employees; but no later than two and one-half months after the last day of the fiscal year following the fiscal year in which the Involuntary Termination occurs.

(e) Outplacement. The Participant will be eligible for up to \$15,000 of outplacement assistance benefits. Any outplacement assistance provided under this Plan will be paid directly to the outplacement agency. The outplacement assistance must be used by the end of the second calendar year following the calendar year in which the Participant's Involuntary Termination occurred (and in no event will the Corporation's payment of such outplacement assistance occur later than the end of the third calendar year following the calendar year in which the Participant's Involuntary Termination occurred).

3.2 No Participant shall be entitled to receive the benefits set forth in Section 3.1 and, if applicable, Sections 5 and 6, unless he executes and does not revoke a Release (substantially in the form of Exhibit "A" hereto) in favour of the Corporation and others set forth in Exhibit "A" relating to all claims or liabilities of any kind relating to his employment with the Corporation and the Involuntary Termination of such employment.

4. Non-qualifying Termination. In the event a Participant's employment is terminated by reason of his voluntary resignation (and such resignation does not constitute an Involuntary Termination), death or disability or by the Corporation for Cause, then such Participant shall not be entitled to receive any severance or other payments, entitlements or benefits under the Plan. For greater certainty, with respect to a termination by reason of death or by reason of a disability, nothing in the Plan shall derogate from any rights and/or entitlements that the Participant may be entitled to receive under any other equity compensation or benefit plan of the Corporation in effect from time to time.

5. Acceleration of Vesting under Equity Plans. For greater certainty, the provisions of this Plan are subject to the compliance with the Corporation's equity plans in effect from time to time. Each Participant's outstanding share units granted under the equity plans shall vest and, in the case of stock options, become exercisable, as provided by and subject to the terms of the equity plans.

6. Excise Tax: Limitation on Payments.

- 6.1 Anything in this Plan to the contrary notwithstanding, in the event it shall be determined that any payment to or for the benefit of a Participant by the Corporation, whether pursuant to this Plan or otherwise (each, a "Payment" and collectively, the "Payments"), would be subject to the Excise Tax, then the Payment to such Participant shall be reduced to the amount that will result in no portion of the Payments being subject to such Excise Tax (the "Safe Harbor Cap"), but only to the extent that, after such reduction, the net after-tax amount that would be received by such Participant, taking into account all applicable federal, state and local income taxes and the Excise Tax, is greater than the net after-tax amount that would be received by such Participant if the Payment is not reduced to the Safe Harbor Cap. For purposes of reducing the Payment to the Safe Harbor Cap, only amounts payable to such Participant under the Plan (and no other payments) shall be reduced.
- 6.2 All determinations required to be made under this Section 6, including whether and when a reduction to the Safe Harbor Cap is required, the amount of such reduction and the assumptions to be utilized in arriving at such determination, shall be made by the firm engaged as the Corporation's accountants immediately prior to the event which triggered the Excise Tax (the "Accounting Firm"). The Accounting Firm shall provide detailed supporting calculations both to the Corporation and such Participant within 15 business days of the receipt of notice from such Participant that there has been a Payment or such earlier time as is requested by the Corporation; provided that such notice or request shall be made prior to the date of the payment of any Excise Tax. If the Accounting Firm determines that a reduction to the Safe Harbor Cap is required, then the Accounting Firm shall deliver to such Participant a written opinion to that effect and to the effect that after such reduction, failure to report the Excise Tax on such Participant's applicable federal income tax return will not result to the imposition of a negligence or similar penalty. All fees and expenses of the Accounting Firm shall be borne solely by the Corporation. Any determination by the Accounting Firm shall be binding upon the Corporation and such Participant.

7. Restrictive Covenants.

7.1 Confidentiality.

- (a) The Participant acknowledges that in the course of carrying out, performing and fulfilling his obligations to the Corporation hereunder, the Participant will have access to and will be entrusted with information that would reasonably be considered confidential to the Corporation or an Affiliate, the disclosure of which to competitors of the Corporation or an Affiliate or to the general public, will be highly detrimental to the best interests of the Corporation or an Affiliate. Such information includes, without limitation, trade secrets, know-how, marketing plans and techniques, cost figures, client lists, software, and information relating to employees, suppliers, customers and persons in contractual relationship with the Corporation. Except as may be required in the course of carrying out his duties hereunder, the Participant covenants and agrees that he will not disclose, for the duration of this Agreement or at any time thereafter, any such information to any person, other than to the directors, officers, employees or agents of the Corporation that have a need to know such information, nor shall the Participant use or exploit, directly or indirectly, such information for any purpose other than for the purposes of the Corporation, nor will he disclose nor use for any purpose, other than for those of the Corporation or an Affiliate, any other information which he may acquire during his employment with respect to the business and affairs of the Corporation or an Affiliate. Notwithstanding all of the foregoing, the Participant shall be entitled to disclose such information if required pursuant to a subpoena or order issued by a court, arbitrator or governmental body, agency or official, provided that the Participant shall first have:
- (i) notified the Corporation;
 - (ii) consulted with the Corporation on whether there is an obligation or defense to providing some or all of the requested information;
 - (iii) if the disclosure is required or deemed advisable, cooperate with the Corporation in an attempt to obtain an order or other assurance that such information will be accorded confidential treatment.

In addition, Participant may disclose information relating to his own compensation and benefits to his spouse, attorneys, financial advisors and taxing authorities.

- (b) For the purposes of this Agreement, "Affiliate" shall mean, with respect to any person or entity (herein the "first party"), any other person or entity that directly or indirectly controls, or is controlled by, or is under common control with, such first party. The term "control" as used herein (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to: (i) vote 50% or more of the outstanding voting securities of such person or entity, or (ii) otherwise direct or significantly influence the management or policies of such person or entity by contract or otherwise.
- (c) Participant acknowledges that, by this Section, he has been notified in accordance with the United States Defend Trade Secrets Act of 2016 that, notwithstanding the foregoing:

- (i) The Participant will not be held criminally or civilly liable under any federal or state trade secret law or this Agreement for the disclosure of trade secrets that: (A) the Participant makes (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to his attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) Participant makes in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
- (ii) If the Participant files a lawsuit for retaliation by the Corporation for reporting a suspected violation of law, he may disclose trade secrets to his attorney and use the trade secrets in the court proceeding if Participant: (A) files any document containing trade secrets under seal and (B) does not disclose trade secrets, except pursuant to court order.

7.2 Inventions. The Participant acknowledges and agrees that all right, title and interest in and to any information, trade secrets, advances, discoveries, improvements, research materials and data bases made or conceived by the Participant prior to or during his employment relating to the business or affairs of the Corporation, shall belong to the Corporation. In connection with the foregoing, the Participant agrees to execute any assignments and/or acknowledgements as may be requested by the Board of Directors from time to time.

7.3 Corporate Opportunities. Any business opportunities related to the business of the Corporation which become known to the Participant during his employment hereunder must be fully disclosed and made available to the Corporation by the Participant, and the Participant agrees not to take or attempt to take any action if the result would be to divert from the Corporation any opportunity which is within the scope of its business.

7.3 Corporate Opportunities. Any business opportunities related to the business of the Corporation which become known to the Participant during his employment hereunder must be fully disclosed and made available to the Corporation by the Participant, and the Participant agrees not to take or attempt to take any action if the result would be to divert from the Corporation any opportunity which is within the scope of its business.

7.4 Non Competition and Non Solicitation. The Participant will not at any time without the prior written consent of the Corporation, during the Participant's employment with the Corporation or an Affiliate, whichever applies, and for a period that is equal to the product of one (1) Year and the Participant's Severance Multiple after the termination of the Participant's employment (regardless of the reason for such termination), either individually or in partnership, jointly or in conjunction with any person, persons, firm, association, syndicate, or corporation, whether as agent, shareholder, employee, consultant or in any manner whatsoever, directly or indirectly:

- (a) anywhere in the Territory, engage in, carry on or otherwise have any interest in, advise, lend money to, perform services for, guarantee the debts or obligations of, or permit the Participant's name to be used in connection with any business which is competitive to the Business or which provides the same or substantially similar services as the Business;

- (b) for the purpose, or with the effect, of competing with any business of the Corporation or an Affiliate, solicit, assist another to solicit, interfere with, accept any business from or render any services to anyone who is a client or a prospective client of the Corporation or any Affiliate at the time the Participant ceased to be employed by the Corporation or an Affiliate or who was a client during the 12 months immediately preceding such time; or
 - (c) solicit, assist another to solicit, or offer employment to any person employed or engaged by the Corporation or any Affiliate at the time the Participant ceased to be employed by the Corporation or an Affiliate or who was an employee during the 12-month period immediately preceding such time.
- 7.5 Insider Policies. The Participant will comply with all applicable securities laws and the Corporation's Insider Trading Policy and Insider Reporting Procedures (copies of which have been provided to the Participant) in respect of any stock options issued to the Participant and other shares of the Corporation acquired by the Participant.
- 7.6 Non-disparagement. The Participant shall not disparage the Corporation or any Affiliate, directors, officers, employees or other representatives in any manner and shall in all respects avoid any negative criticism of the Corporation; provided, however, that nothing contained herein shall prevent the Participant from providing truthful information to a government agency, filing a complaint with any government agency, or participating in any government agency investigation, in each case without providing prior notice to the Corporation.
- 7.7 Injunctive Relief. The Participant acknowledges and agrees that in the event of a breach of the covenants, provisions and restrictions in this Article 7, the Corporation's remedy in the form of monetary damages will be inadequate and that the Corporation shall be, and is hereby, authorized and entitled, in addition to all other rights and remedies available to it, to apply for and obtain from a court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach.
- 7.8 Survival of Restrictions. Each and every provision of this Article 7 shall survive the termination of this Agreement or the Participant's employment hereunder (regardless of the reason for such termination).

8 Plan Administration.

- 8.1 The Committee. The Plan shall be interpreted, administered and operated by the Committee. The Committee shall have complete authority, in its sole discretion (subject to the express provisions of the Plan and the obligation imposed hereby to act in good faith) to interpret the Plan and to make any determinations necessary or advisable for the administration of the Plan.
- 8.2 Administration. The Committee may delegate any of its duties to such person or persons as it may determine in its sole discretion from time to time to assist the Committee in the administration of the Plan. Consistent with the requirements of ERISA and the regulations thereunder of the Department of Labor, the Committee shall provide adequate written notice to any Participant whose claim for benefits has been denied, setting forth specific reasons for such denial, written in a manner calculated to be understood by such Participant, and affording such Participant a full and fair review of the decision denying the claim.

8.3 Participants. The Committee shall from time to time select the Participants. The Corporation shall advise each Participant of his participation in the Plan by a letter (the “**Award Letter**”) which shall include the Participant’s level of participation (either Level 1, 2, or 3) and the Participant’s corresponding Severance Multiple and such other terms and conditions not inconsistent with the Plan. Each Participant shall sign the Award Letter and return it to the Corporation with an acknowledgment that the Participant has read the Plan, understands his rights and obligations under the Plan, and agrees to be bound by its terms and conditions. Subject to Section 8.4, a Participant shall not be removed as a participant in the Plan after being selected by the Committee without the prior written consent of such Participant. Any such removal without the prior written consent of the Participant shall, without limiting clause (d) of the definition of Good Reason in Section 9, be deemed to be a material breach of this Agreement by the Corporation for purposes of such clause.

8.4 Termination or Amendment of Plan. The Board shall have the right, in its sole discretion, to approve the termination, amendment, or replacement of the Plan without the consent of a Participant; provided, however, that such action will not have an overall adverse affect on the rights or entitlements of, or value to, or potential rights or entitlements of, or potential value to, a Participant when the rights, entitlements or value, or potential rights, entitlements or value, are considered in the aggregate. For greater certainty, nothing in this Plan, including this Section 8.4, alters, restricts or limits the right, if any, of the Board of Directors, to amend or terminate any other plan of the Corporation pursuant to and in accordance with the terms of such plan.

9. Definitions.

“**Annual Base Salary**” shall mean the salary that the Participant is entitled to receive pursuant to his employment agreement with the Corporation;

“**Board**” means the board of directors of the Corporation;

“**Business**” shall mean the business of manufacturing, selling or distributing water (including but not limited to exchange and refill), coffee, tea, powdered beverages, concentrates, extracts, water filtration units and other beverages or products manufactured, sold or distributed by Primo Water Corporation or any subsidiary or Affiliate at the time of termination of your employment, as well as such other beverages or products that are contemplated or projected to contribute materially to the profits of Primo Water Corporation or a subsidiary or Affiliate at the time of termination of your employment.

“**Cause**” shall mean:

- (a) the willful failure of the Participant to properly carry out the Participant’s duties and responsibilities or to adhere to the policies of the Corporation after written notice by the Corporation of the failure to do so, and such failure remaining uncorrected following an opportunity for the Participant to correct the failure within ten (10) days of the receipt of such notice;

- (b) theft, fraud, dishonesty or misappropriation by the Participant, or the gross negligence or willful misconduct by the Participant, involving the property, business or affairs of the Corporation, or in the carrying out of the Participant's duties, including, without limitation, any breach by the Participant of the representations, warranties and covenants contained in the Participant's employment agreement or Article 7 of the Plan;
- (c) the Participant's conviction of or plea of guilty to a criminal offence that involves fraud, dishonesty, theft or violence;
- (d) the Participant's breach of a fiduciary duty owed to the Corporation; or
- (e) the Participant's refusal to follow the lawful written reasonable and good faith direction of the Board.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended.

“**Committee**” means the Human Resources and Compensation Committee of the Board, or such other committee designated by the Board to administer and operate the Plan;

“**ERISA**” shall mean the *Employee Retirement Income Security Act of 1974*, as amended.

“**Excise Tax**” shall mean the excise tax imposed by Section 4999 of the Code, together with any interest or penalties imposed with respect to such excise tax.

“**Good Reason**” shall include any of the following:

- (a) a material diminution in the Participant's title or duties or assignment to the Participant of materially inconsistent duties;
- (b) a reduction in the Participant's then current Annual Base Salary or target bonus opportunity as a percentage of Annual Base Salary, unless such reduction in target bonus opportunity is made applicable to all Participants serving in substantially the same capacity as the Participant;
- (c) relocation of the Participant's principal place of employment to a location that is more than 50 miles away from the Participant's principal place of employment on the date upon which the Participant became a Participant, unless such relocation is effected at the request of the Participant or with the Participant's approval;
- (d) a material breach by the Corporation of any provisions of this Agreement, or any employment agreement to which the Participant and the Corporation are parties, after written notice by the Participant of the breach and such failure remaining uncorrected following an opportunity for the Corporation to correct such failure within ten (10) days of the receipt of such notice; or

- (e) the failure of the Corporation to obtain the assumption in writing of its obligation to perform this Agreement by any successor to all or substantially all of the business or assets of the Corporation within fifteen (15) days after a merger, consolidation, sale or similar transaction.

“Involuntary Termination” shall mean: (a) any termination of the Participant’s employment by the Corporation other than for Cause, or (b) the termination of the Participant’s employment by the Participant for Good Reason. For purposes of this definition, a Participant’s termination of his or her employment following the occurrence of such event constituting “Good Reason” shall not be treated as an Involuntary Termination unless the Participant notifies the Corporation of such event within 90 days of the Participant’s knowledge of the occurrence of such event and the Corporation is provided with an opportunity to cure such occurrence.

“Participant” shall mean an employee selected by the Committee to participate in the Plan.

“Severance Multiple” shall mean:

- with respect to a Level 1 Employee, two (2);
- with respect to a Level 2 Employee, one and one quarter (1.25); and
- with respect to a Level 3 Employee, one (1).

“Target Bonus” shall mean, as of any date, the amount equal to the product of the Participant’s Annual Base Salary multiplied by the percentage of such Annual Base Salary to which such Participant would be entitled as an annual incentive, based on the terms in effect on such date under any annual incentive plans for the performance period for which the annual incentive is awarded if the performance goals established pursuant to such bonus plan were achieved at the 100% (target) level as of the end of the performance period;

“Territory” shall mean the countries in which the Corporation and its subsidiaries conduct the Business or in which the Corporation or any of its subsidiaries has made plans to conduct the Business within the following 12 months;

10. Code Section 409A

- 10.1 In General. This Section 10 shall apply to any Participant who is subject to Section 409A of the Code, but only with respect to any payment due hereunder that is subject to Section 409A of the Code.
- 10.2 Release. Any requirement that the Participant execute and not revoke a release to receive a payment hereunder shall apply to a payment described in Section 10.1 only if the Corporation provides the release to the Participant on or before the date of the Participant's Involuntary Termination.
- 10.3 Payment Following Involuntary Termination. Notwithstanding any other provision of this Plan to the contrary, any payment described in Section 10.1 that is due to be paid within a stated period following the Participant's Involuntary Termination shall be paid:
- (a) If, at the time of the Participant's Involuntary Termination, the Participant is a "specified employee" as defined in Section 409A of the Code, such payment shall be made as of the later of (i) the date payment is due hereunder, or (ii) the earlier of the date which is six months after the Participant's "separation from service" (as defined under Section 409A of the Code), or the date of the Participant's death; or
 - (b) In any other case, on the later of (i) last day of the stated period, or if such stated period is not more than 90 days, at any time during such stated period as determined by the Corporation without any input from the Participant, or (ii) the date of the Participant's "separation from service" (as defined under Section 409A of the Code).
- 10.4 Installment Payments. Any payment described in Section 10.1 (including the provision of benefits) that is a series of installment payments (and not a life annuity) for purposes of Section 409A of the Code is to be treated as a right to a series of separate payments.
- 10.5 Reimbursements Under Section 11.10. The following shall apply to any reimbursement under Section 11.10 that is a payment described in Section 10.1: (a) reimbursement shall not be made unless the expense is incurred during the period beginning on the date of the Participant's Involuntary Termination and ending on the sixth anniversary of the Participant's death; (b) the amount of expenses eligible for reimbursement during a Participant's taxable year shall not affect the expenses eligible for reimbursement in any other year; and (c) the timing of all such reimbursements shall be as provided in Section 11.10, but not later than the last day of the Participant's taxable year following the taxable year in which the expense was incurred.
- 10.6 Amendment and Interpretation. Notwithstanding any other provision of this Plan to the contrary, the Board reserves the right to unilaterally amend the Plan with respect to any payment described in Section 10.1 to the extent the Board (in its sole discretion) determines is necessary or appropriate to avoid the additional tax under Section 409A(a)(1)(B) of the Code and maintain, to the maximum extent practicable, the original intent of the provision(s) being amended. With respect to any payment described in Section 10.1, this Plan shall be interpreted and construed so as to avoid the additional tax under Section 409A(a)(1)(B) of the Code.

11. General Provisions

- 11.1 Assignment. Each Participant's rights under the Plan shall be non-transferable except by will or by the laws of descent and distribution and except insofar as applicable law may otherwise require. Any purported assignment in violation of the preceding sentence shall be void.
- 11.2 Governing Law. The Plan shall be governed by and construed in accordance with the laws of the State of Florida, without reference to the principles of conflicts of law; provided, however, that notwithstanding the foregoing, the laws of the province of Ontario shall apply to any Participant who is a resident of Canada and whose primary place of employment is in Canada.”
- 11.3 Successors. The Plan shall be for the benefit of and binding upon the Participants and their respective heirs, personal representatives, legal representatives, successors and, where applicable, assigns, and upon the Corporation and its successors (including, without limitation, any successor to the Corporation, whether by merger, consolidation, sale of stock, sale of assets or otherwise). The Corporation shall require any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Corporation, expressly, absolutely, unconditionally to assume and agree to perform under the Plan in the same manner and to the same extent that the Corporation would be required to perform it if no such succession or assignment had taken place.
- 11.4 Severability. The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in the Plan shall not affect the enforceability of the remaining portions of the Plan or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses or sections contained in the Plan shall be declared invalid, the Plan shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted.
- 11.5 Section Headings and Gender. The section headings contained the Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of the Plan. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.
- 11.6 No Duty to Mitigate. Except as otherwise specifically provided herein, a Participant shall not be required to mitigate the amount of any payment contemplated by the Plan, nor shall any such payment be reduced by any earnings that the Participant may receive from any other source.
- 11.7 Non-cumulation of Payments and Entitlements. The payments and entitlements provided under this Plan are inclusive of any termination and severance payments and entitlements, social costs or the like (“**Other Severance Entitlements**”) that such Participant may be entitled to by agreement with the Corporation (including, without limitation, pursuant to an employment agreement) or under applicable law in connection with the termination of his employment, and a Participant may not cumulate the payments and entitlements provided under the Plan with any Other Severance Entitlements. For greater clarity, to the extent that a Participant receives any Other Severance Entitlements, then the payments and benefits payable hereunder to such participant shall be reduced by a like amount. To the extent the Corporation is required to provide payments or benefits to any Participant under the *Ontario Employment Standards Act, 2000* (or any federal, provincial, or local or foreign law relating to severance or dismissal benefits), the benefits payable hereunder shall be first applied to satisfy such obligation.

- 11.8 No Employment Agreement. The Plan does not obligate the Corporation to continue to employ a Participant. The Participant's employment is and shall, subject to the terms of any applicable written employment agreement between the Corporation and Participant, continue to be at-will, as defined under applicable law.
- 11.9 No Funding of Plan. The Plan shall not be funded. No Participant shall have any right to, or interest in, any assets of the Corporation as a result of his participation in the Plan.
- 11.10 Indemnification. If a Participant seeks, in any action, suit or arbitration, to enforce or to recover damages for breach of his rights under the Plan, the Participant shall be entitled to recover from the Corporation promptly as incurred, and shall be indemnified by the Corporation against, any and all expenses and disbursements, including attorneys' fees, actually and reasonably incurred by the Participant in such action, suit or arbitration, provided that a Participant shall not be entitled to indemnification if it is finally determined that the action was brought by the Participant frivolously or in bad faith.
- 11.11 Set-Off. The Corporation may set off any amount or obligation which may be owing by the Participant to the Corporation (including, without limitation, arising in connection with this Plan or otherwise) against any amount or obligation owing by the Corporation to the Participant.
- 11.12 Supersedes Previous Termination and Severance Terms. With the exception of any payments and entitlements under any other plan that may arise upon a Participant's termination due to death or disability as provided in section 4 herein, the terms of the Plan supersedes and replaces any and all previous termination and severance entitlements that arise with or without a change of control, that are contained in any Participant's employment agreement or otherwise. The Participant forfeits and waives any and all rights to any entitlements under such employment agreements or otherwise, in respect of any payments and other entitlements that may arise upon a termination of employment, including pay in lieu of reasonable notice, termination and severance pay pursuant to any contract, statute, or law.

Exhibit "A"

RELEASE AGREEMENT

In consideration of the mutual promises, payments and benefits provided for in the annexed Primo Water Corporation Severance and Non-Competition Plan (the "**Plan**"), and the release from (the "**Employee**") set forth herein, Primo Water Corporation (the "**Corporation**") and the Employee agree to the terms of this Release Agreement. Capitalized terms used and not defined in this Release Agreement shall have the meanings assigned thereto in the Plan.

1. The Employee acknowledges and agrees that the Corporation is under no obligation to offer the Employee the payments and benefits set forth in the annexed Plan, unless the Employee consents to the terms of this Release Agreement. The Employee further acknowledges that he/she is under no obligation to consent to the terms of this Release Agreement and that the Employee has entered into this agreement freely and voluntarily.
2. In consideration of the payment and benefits set forth in the annexed Plan and the Corporation's release set forth in paragraph 5, the Employee voluntarily, knowingly and willingly releases and forever discharges the Corporation and any Affiliate, together with its and their respective officers, directors, partners, shareholders, employees and agents, and each of its and their predecessors, successors and assigns (collectively, "**Releasees**"), from any and all charges, complaints, claims, promises, agreements, controversies, causes of action and demands of any nature whatsoever that the Employee or his/her executors, administrators, successors or assigns ever had, now have or hereafter can, shall or may have against the Releasees by reason of any matter, cause or thing whatsoever arising prior to the time of signing of this Release Agreement by the Employee. The release being provided by the Employee in this Release Agreement includes, but is not limited to, any rights or claims relating in any way to the Employee's employment relationship with the Corporation or any Affiliate, or the termination thereof, or under any statute, including, but not limited to the *Employment Standards Act, 2000*, the *Human Rights Code*, the *Workplace Safety and Insurance Act* re-employment provisions, the *Occupational Health & Safety Act*, the *Pay Equity Act*, the *Labour Relations Act*, Title VII of the *Civil Rights Act of 1964*, the *Age Discrimination in Employment Act*, as amended by the *Older Workers' Benefit Protection Act*, the *Family and Medical Leave Act*, and the *Americans With Disabilities Act*, or pursuant to any other applicable law or legislation governing or related to his/her employment or other engagement with the Corporation. In no event shall this Release apply to the Participant's right, if any, to indemnification, under the Participant's employment agreement or otherwise, that is in effect on the date of this Release and, if applicable, to the Corporation's obligation to maintain in force reasonable director and officer insurance in respect of such indemnification obligations.
3. The Employee acknowledges and agrees that he/she shall not, directly or indirectly, seek or further be entitled to any personal recovery in any lawsuit or other claim against the Corporation or any other Releasee based on any event arising out of the matters released in paragraph 2.
4. Nothing herein shall be deemed to release: (i) any of the Employee's rights under the Plan; or (ii) any of the vested benefits that the Employee has accrued prior to the date this Release Agreement is executed by the Employee under the employee benefit plans and arrangements of the Corporation or any Affiliate; or (iii) any claims that may arise after the date this Release Agreement is executed.

5. In consideration of the Employee's release set forth in paragraph 2, the Corporation knowingly and willingly releases and forever discharges the Employee from any and all charges, complaints, claims, promises, agreements, controversies, causes of action and demands of any nature whatsoever that the Corporation now has or hereafter can, shall or may have against him/her by reason of any matter, cause or thing whatsoever arising prior to the time of signing of this Release Agreement by the Corporation, provided, however, that nothing herein is intended to release any claim the Corporation may have against the Employee for any illegal conduct or arising out of any illegal conduct.
6. The Employee acknowledges that he has carefully read and fully understands all of the provisions and effects of the Plan and this Release Agreement. The Employee also acknowledges that the Corporation, by this paragraph and elsewhere, has advised him/her to consult with an attorney of his/her choice prior to signing this Release Agreement. The Employee represents that, to the extent he/she desires, he/she has had the opportunity to review this Release Agreement with an attorney of his/her choice.
7. In the event that the Employee is governed by the law in the United States, the Employee acknowledges that he/she has been offered the opportunity to consider the terms of this Release Agreement for a period of at least forty-five (45) days, although he/she may sign it sooner should he/she desire. The Employee further shall have seven (7) additional days from the date of signing this Release Agreement to revoke his/her consent hereto by notifying, in writing, the General Counsel of the Corporation. This Release Agreement will not become effective until seven days after the date on which the Employee has signed it without revocation.
8. For clarity, and notwithstanding the foregoing, the Corporation confirms that nothing in this Release Agreement is intended to prevent, impede or interfere with Employee's right, without notice to the Corporation, to (a) file a charge or complaint with any agency which enforces anti-discrimination, workplace safety, securities, or other laws; (b) communicate with, cooperate with or provide truthful information to any governmental agency, or participate in any government investigation; (c) testify truthfully in any court or administrative proceeding; or (d) receive and retain any monetary award from a government administered whistleblower award program for providing information directly to a government agency. However, Employee understands that by signing this Release Agreement and not revoking it, he has waived his right to recover any money from the Corporation and the other Releasees, other than as provided for in the Plan.

Dated:

Employee

PRIMO WATER CORPORATION

Per:
Name:
Title:

Per:
Name:
Title:

ACTIVE.126122650.01

PRIMO WATER CORPORATION
EQUITY INCENTIVE PLANS
RESTRICTED SHARE UNIT AWARD AGREEMENT
(Performance-Based Vesting)

1. Equity Plan. This Award (as defined below) is issued under the following equity incentive plan (check one):

Amended and Restated Primo Water Corporation Equity Incentive Plan

Primo Water Corporation 2018 Equity Incentive Plan

2. Performance-Based Share Unit Award – Terms and Conditions. Under and subject to the provisions of the equity incentive plan designated above (the “Plan”) and upon the terms and conditions set forth herein, Primo Water Corporation (the “Company”) has granted to _____ (the “Grantee”), effective _____ (the “Date of Grant”), a Restricted Share Unit Award (the “Award”) of _____ performance-based restricted share units (such units, the “Performance Units”), in respect of services to be provided in _____ and thereafter. At all times, each Performance Unit shall be equal in value to one common share in the capital of the Company (each, a “Share”). Such Award is subject to the terms and conditions of this Performance-Based Restricted Share Unit Agreement (the “Agreement”) and the Plan.

(a) Performance Period. For purposes of this Agreement, the “Performance Period” is the period beginning on the first day of the Company’s _____ fiscal year, and ending on the last day of the Company’s _____ fiscal year.

(b) Payout of Award. Provided the Award has not previously been forfeited, as soon as administratively practicable following the expiration of the Performance Period, but in no event later than the later to occur of (i) sixty (60) days following the expiration of the Performance Period and (ii) the date that audited financial statements are available for the Company’s _____ fiscal year, the Company shall issue to the Grantee in a single payment the number of Shares underlying the Performance Units to which the Grantee is entitled pursuant hereto. The Shares issued by the Company hereunder may at the Company’s option be either (i) evidenced by a certificate registered in the name of the Grantee or his or her designee; or (ii) credited to a book-entry account for the benefit of the Grantee maintained by the Company’s stock transfer agent or its designee.

(c) Satisfaction of Performance Objectives. The payout of the Award shall be contingent upon the attainment during the Performance Period of the performance objectives set forth in Section 2(e) herein (the “Performance Objectives”). The payout of the Award shall be determined upon the expiration of the Performance Period in accordance with the Performance Objectives. The final determination of the payout of the Award will be authorized by the Human Resources and Compensation Committee of the Company’s Board of Directors (the “Committee”).

(d) Rights During Performance Period.

(i) During the Performance Period, the Grantee shall not have any rights as a shareholder with respect to the Shares underlying the Performance Units, including dividend rights (other than as described in subsection (ii) below). Upon the expiration of the Performance Period and payout of the Award, the Grantee may exercise voting rights and shall be entitled to receive dividends and other distributions with respect to the number of Shares to which the Grantee is entitled pursuant hereto.

(ii) As of any date that the Company pays an ordinary cash dividend on its Shares, the Company shall credit the Grantee with a dollar amount equal to (i) the per share cash dividend paid by the Company on its Shares on such date, multiplied by (ii) the total number of Performance Units that are outstanding immediately prior to the record date for that dividend (a “Dividend Equivalent Right”). Any Dividend Equivalent Rights credited pursuant to the foregoing provisions of this Section 2(d) shall be subject to satisfaction of the same Performance Objectives, and to the same payment and other terms, conditions and restrictions as the original Performance Units to which they relate; provided, however, that the amount of any earned Dividend Equivalent Rights shall be paid in cash at the same time as the Company pays its first ordinary cash dividend after the Final Committee Determination (as defined below) is made. No crediting of Dividend Equivalent Rights shall be made pursuant to this Section 2(d) with respect to any Performance Units which, immediately prior to the record date for that dividend, have been paid out or forfeited pursuant to the terms of the Plan.

(e) Performance Objectives. The Performance Units shall vest and become non-forfeitable based on the Company’s achievement of specified levels of ROIC and Revenues (each as defined below) for the Performance Period as set forth in the chart below:

**ROIC
Performance**

| | | | | | | | | | |
|---------------|-------|-------|-------|-------|--------|--------|--------|--------|--------|
| Payout | 50.0% | 62.5% | 75.0% | 87.5% | 100.0% | 125.0% | 150.0% | 175.0% | 200.0% |
|---------------|-------|-------|-------|-------|--------|--------|--------|--------|--------|

Revenue Performance

| | | | | |
|---------------|-------|--------|--------|--------|
| Payout | 50.0% | 100.0% | 150.0% | 200.0% |
|---------------|-------|--------|--------|--------|

Following the end of the Performance Period, the Committee will determine actual results for each of the metrics described above (the “Final Committee Determination”). Such results will be interpolated on a straight-line basis between the performance levels identified above, resulting in a payout rate for each metric. The performance measures will be weighted as follows: ROIC 75% and Revenues 25%. The relative weighting for each metric will be applied to such payout rates, and the results will be aggregated, resulting in an aggregate payout rate (the “Payout Rate”).

To illustrate, if Company performance results in ROIC and Revenues as set forth below, the payout would be calculated as follows:

| Performance Measure | Actual Performance | % Award Earned | Weight | |
|----------------------------|---------------------------|-----------------------|---------------|---------|
| ROIC | []% | []% | 75% | #VALUE! |
| Revenues | [\$[] million | []% | 25% | #VALUE! |
| Payout Rate | | - | - | #VALUE! |

Payment of vested Performance Units based on the Payout Rate will be made in the period provided for in Section 2(b) of this Agreement. Any Performance Units that do not vest based on the Performance Objectives described herein (and which have not previously terminated pursuant to the terms of this Agreement) will automatically terminate as of the Final Committee Determination. Any such determination by the Committee shall be final and binding.

For purposes of this Section 2(e), the following definitions shall apply:

“Adjusted EBIT” shall mean the Company’s Adjusted Net Income as disclosed publicly, adjusted for: (i) the impact of changes to U.S. generally accepted accounting principles (“US GAAP”); (ii) the impact of changes to laws or other regulations in any jurisdiction the Company operates in; (iii) the impact of discontinued operations or items that are unusual or infrequently occurring as defined by US GAAP; (iv) the impact of foreign currency exchange rate fluctuations on a translational basis; (v) depreciation and amortization (excluding customer list amortization); (vi) interest, and (vii) income taxes; provided, however, that if Adjusted Net Income is not disclosed publicly, such term/amount shall be determined on a basis consistent with historical disclosures.

“Invested Capital” shall mean (A) Shareholders’ Equity **plus** (B) that portion of Long-Term Debt, Short-Term Borrowings and Current Maturities of Long-Term Debt that is interest-bearing **minus** (C) Cash and Cash Equivalents **minus** (D) Net Assets of Discontinued Operations. In the event the Company completes an acquisition which is financed through the issuance of debt or Company equity, the amount of such debt and/or equity included in the calculation of Invested Capital for the year such acquisition is consummated will be (1) the amount of such debt and/or equity, **multiplied** by (2) a fraction, the numerator of which is the number of days from the closing date of such acquisition to the end of the fiscal year in which the acquisition is consummated and the denominator of which is the number of days in the fiscal year in which the acquisition is consummated.

“Net Assets of Discontinued Operations” shall mean (A) the sum of Current Assets of Discontinued Operations and Long-Term Assets of Discontinued Operations, **minus** (B) the sum of Current Liabilities of Discontinued Operations and Long-Term Liabilities of Discontinued Operations.

“Revenues” shall mean the Company’s revenues for the Performance Period, excluding (i) the impact of foreign exchange, (ii) revenues of any acquired businesses, and (iii) the impact

of discontinued operations or items that are unusual or infrequently occurring as defined by US GAAP.

“ROIC” shall mean the average of ROIC Year 1, ROIC Year 2 and ROIC Year 3.

“ROIC Year 1” shall mean (A) Adjusted EBIT for the first fiscal year in the Performance Period **divided** by (B) the Invested Capital as of the end of the first fiscal year in the Performance Period.

“ROIC Year 2” shall mean (A) Adjusted EBIT for the second fiscal year in the Performance Period **divided** by (B) Invested Capital as of the end of the second fiscal year in the Performance Period.

“ROIC Year 3” shall mean (A) Adjusted EBIT for the third fiscal year in the Performance Period **divided** by (B) Invested Capital as of the end of the third fiscal year in the Performance Period.

The terms “Shareholders’ Equity,” “Long-Term Debt,” “Short-Term Borrowings,” “Current Maturities of Long-Term Debt,” “Cash and Cash Equivalents,” “Current Assets of Discontinued Operations,” “Long-Term Assets of Discontinued Operations,” “Current Liabilities of Discontinued Operations,” and “Long-Term Liabilities of Discontinued Operations” shall have the meanings ascribed to those terms as presented in the Company’s Consolidated Balance Sheets or Consolidated Statement of Operations.

3. Prohibition Against Transfer. Until the payout of the Award following the expiration of the Performance Period, the Award, the Performance Units and any interest in Shares related thereto, may not be sold, exchanged, assigned, transferred, pledged, hypothecated, encumbered or otherwise disposed of, shall not be assignable by operation of law, and shall not be subject to execution, attachment, charge, alienation or similar process. Any attempt to effect any of the foregoing shall be null and void and without effect.

4. Securities Law Requirements. The Company shall not be required to issue Shares pursuant to the Award, to the extent required, unless and until (a) such Shares have been duly listed upon each stock exchange on which the Common Shares are then registered; and (b) a registration statement under the Securities Act of 1933 with respect to such Shares is then effective.

5. Incorporation of Plan Provisions. This Agreement is made pursuant to the Plan, the provisions of which are hereby incorporated by reference. Capitalized terms not otherwise defined herein shall have the meanings set forth for such terms in the Plan. In the event of a conflict between the terms of this Agreement and the Plan, the terms of the Plan shall govern.

6. Compliance with Section 409A of the Code. To the extent applicable, it is intended that the Agreement and the Plan comply with the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to the Grantee. The Agreement and the Plan shall be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Corporation without the consent of the

Grantee). Notwithstanding the foregoing, no particular tax result for the Grantee with respect to any income recognized by the Grantee in connection with the Agreement is guaranteed, and the Grantee solely shall be responsible for any taxes, penalties or interest imposed on the Grantee in connection with the Agreement. Reference to Section 409A of the Code will also include any regulations, or any other guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

7. Tax Withholding. The Grantee shall pay all applicable income and employment taxes (including taxes of any foreign jurisdiction) which the Company or a Subsidiary is required to withhold at any time with respect to the Performance Units. Such payment shall be made in full, at the Grantee's election, in cash or check, by withholding from the Grantee's next normal payroll check, or by the relinquishment of Shares that otherwise would be issued to the Grantee pursuant to this Agreement. Shares tendered as payment of required withholding shall be valued at the closing price per share of the Company's common stock on the date such withholding obligation arises.

8. Employment. The rights and obligations of the Grantee under the terms of his or her office or employment with the Employer will not be affected by his or her participation in the Plan or any right which he or she may have under this Agreement and this Agreement does not form part of any contract of employment between the Grantee and the Employer. If the Grantee's office or employment is terminated for any reason whatsoever (and whether lawful or otherwise) he or she will not be entitled to claim any compensation for or in respect of any consequent diminution or extinction of his or her rights or benefits (actual or prospective) under this Agreement or otherwise in connection with the Plan.

9. Beneficiary Designation. The Grantee may, subject to compliance with all applicable laws, name, from time to time, any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under the Plan is to be paid in the event of the Grantee's death before the Grantee receives any or all of such benefit. Each designation will revoke all prior designations by the Grantee, shall be in the form as may be prescribed by the Committee, and will be effective only when filed by the Grantee in writing with the Committee during his or her lifetime. In the absence of any such designation, benefits remaining unpaid at the Grantee's death shall be paid to his or her estate.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the laws of the United States applicable therein.

11. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

12. Entire Agreement.

(a) The Grantee hereby acknowledges that he or she has received, reviewed and accepted the terms and conditions applicable to this Agreement, and has not been induced to enter into this Agreement or acquire any Performance Units by expectation of employment or continued employment with the Company or any of its subsidiaries. The granting of the Award and the issuance of Performance Units are subject to the terms and conditions of the Plan, all of which are incorporated into and form an integral part of this Agreement.

(b) The Grantee hereby acknowledges that he or she is to consult with and rely upon only the Grantee's own tax, legal, and financial advisors regarding the consequences and risks of this Agreement and the award of Performance Units.

(c) This Agreement may not be amended or modified except by a written agreement executed by the parties hereto or their respective successors and legal representatives. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

13. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Primo Water Corporation has caused this Agreement to be duly executed by one of its duly authorized officers, and the Grantee has executed this Agreement, effective as of the Date of Grant.

PRIMO WATER CORPORATION By: _____ Print Name: _____ Title: _____
GRANTEE: By: _____ Print Name: _____

LIST OF SUBSIDIARIES OF PRIMO WATER CORPORATION

| | Name of Subsidiary | Jurisdiction of Incorporation or Organization | Direct or Indirect Percentage of Ownership |
|----|---|--|---|
| 1 | Aimia Foods EBT Company Limited | United Kingdom | 100% |
| 2 | Aimia Foods Group Limited | United Kingdom | 100% |
| 3 | Aimia Foods Holdings Limited | United Kingdom | 100% |
| 4 | Aimia Foods Limited | United Kingdom | 100% |
| 5 | Aquaterra Corporation | Canada | 100% |
| 6 | Café Espresso Italia Ltd | Israel | 100% |
| 7 | Carbon Netherlands B.V. | Netherlands | 100% |
| 8 | Chateau d'Eau SAS | France | 100% |
| 9 | Chateaud'eau Sarl | France | 100% |
| 10 | Clearwater Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság | Hungary | 100% |
| 11 | Cott (Barbados) IBC Ltd. | Barbados | 100% |
| 12 | Cott Beverages Netherlands B.V. | Netherlands | 100% |
| 13 | Cott Cayman | Cayman Islands | 100% |
| 14 | Cott Europe Trading Limited | United Kingdom | 100% |
| 15 | Cott Limited | United Kingdom | 100% |
| 16 | Cott Retail Brands Limited | United Kingdom | 100% |
| 17 | Cott Switzerland GmbH | Switzerland | 100% |
| 18 | Cott Ventures UK Limited | United Kingdom | 100% |
| 19 | Decantae Mineral Water Limited | United Kingdom | 100% |
| 20 | Dispensing Coffee Club (IAI-2003) Ltd | Israel | 100% |
| 21 | DS Services of America, Inc. | Delaware | 100% |
| 22 | Eden Centro Especial De Empleo S.L.U. | Spain | 100% |
| 23 | Eden Springs (Denmark) AS | Denmark | 100% |
| 24 | Eden Springs (Deutschland) GmbH | Germany | 100% |
| 25 | Eden Springs (Europe) S.A. | Switzerland | 100% |
| 26 | Eden Springs (Norway) AS | Norway | 100% |
| 27 | Eden Springs (Sweden) AB | Sweden | 100% |
| 28 | Eden Springs (Switzerland) SA | Switzerland | 100% |
| 29 | Eden Springs Espana S.A.U | Spain | 100% |
| 30 | Eden Springs Estonia OÜ | Estonia | 100% |
| 31 | Eden Springs Hellas SA | Greece | 99.995% |
| 32 | Eden Springs i Porla Brunn AB | Sweden | 100% |
| 33 | Eden Springs International S.A. | Switzerland | 100% |
| 34 | Eden Springs Latvia SIA | Latvia | 100% |
| 35 | Eden Springs Limited Liability Company | Russia | 100% |
| 36 | Eden Springs Nederland B.V. | Netherlands | 100% |
| 37 | Eden Springs OY Finland | Finland | 100% |
| 38 | Eden Springs Portugal S.A. | Portugal | 100% |
| 39 | Eden Springs Scandinavia AB | Sweden | 100% |

| | | | |
|----|--|----------------|------|
| 40 | Eden Springs sp. z o.o. | Poland | 100% |
| 41 | Eden Springs UK Limited | United Kingdom | 100% |
| 42 | Eden Water and Coffee Deutschland GmbH | Germany | 100% |
| 43 | Entrepure Industries LLC | Colorado | 100% |
| 44 | Fonthill Waters Limited | United Kingdom | 100% |
| 45 | Garraways Ltd | United Kingdom | 100% |
| 46 | GW Services, LLC | California | 100% |
| 47 | Hydropure Distribution Ltd | United Kingdom | 100% |
| 48 | John Farrer & Company (Kendal) Limited | United Kingdom | 100% |
| 49 | Kafevend Group Limited | United Kingdom | 100% |
| 50 | Kafevend Holdings Limited | United Kingdom | 100% |
| 51 | Mey Eden Ltd | Israel | 100% |
| 52 | Nowa Woda Sp. Zo o. | Poland | 100% |
| 53 | Old WCS (Bottlers) Limited | United Kingdom | 100% |
| 54 | Pauza Coffee Services Ltd | Israel | 100% |
| 55 | Primo Customer Care, LLC | Delaware | 100% |
| 56 | Primo European Central Services SL | Spain | 100% |
| 57 | Primo Ice, LLC | North Carolina | 100% |
| 58 | Primo Products, LLC | North Carolina | 100% |
| 59 | Primo Refill, LLC | North Carolina | 100% |
| 60 | Primo Water Holdings Inc. | Delaware | 100% |
| 61 | Primo Water Holdings UK Limited | United Kingdom | 100% |
| 62 | Pure Choice Watercoolers Ltd | United Kingdom | 100% |
| 63 | SEMD, Société des eaux minérales de Dorénaz SA | Switzerland | 100% |
| 64 | SIA << OCS Services >> | Latvia | 100% |
| 65 | Stockpack Limited | United Kingdom | 100% |
| 66 | Tea UK Limited | United Kingdom | 100% |
| 67 | The Interesting Drinks Company Limited | United Kingdom | 100% |
| 68 | The Shakespeare Coffee Company Ltd | United Kingdom | 100% |
| 69 | Total Water Solutions Limited | United Kingdom | 100% |
| 70 | TWS Bidco 1 Limited | United Kingdom | 100% |
| 71 | UAB Eden Springs Lietuva | Lithuania | 100% |
| 72 | Valspar Investments Limited | United Kingdom | 100% |
| 73 | Water Coolers (Scotland) Limited | United Kingdom | 100% |

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 333-224772, 333-204286, 333-204285, 333-188735 and 333-166507) and Form S-3 (No. 333-204287) of Primo Water Corporation of our report dated March 3, 2021 relating to the financial statements and financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
Tampa, Florida
March 3, 2021

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

I, Thomas J. Harrington, certify that:

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

/s/ Thomas J. Harrington

Thomas J. Harrington
Chief Executive Officer
Dated: March 3, 2021

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

I, Jay Wells, certify that:

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

/s/ Jay Wells

Jay Wells
Chief Financial Officer
Dated: March 3, 2021

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

The undersigned, Thomas J. Harrington, Chief Executive Officer of Primo Water Corporation (the “Company”), has executed this certification in connection with the filing with the Securities and Exchange Commission of the Company’s Annual Report on Form 10-K for the year ended January 2, 2021 (the “Report”).

The undersigned hereby certifies that to the best of his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

IN WITNESS WHEREOF, the undersigned has executed this certification as of the 3rd day of March, 2021.

/s/ Thomas J. Harrington

Thomas J. Harrington
Chief Executive Officer

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

The undersigned, Jay Wells, Chief Financial Officer of Primo Water Corporation (the “Company”), has executed this certification in connection with the filing with the Securities and Exchange Commission of the Company’s Annual Report on Form 10-K for the year ended January 2, 2021 (the “Report”).

The undersigned hereby certifies that to the best of his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

IN WITNESS WHEREOF, the undersigned has executed this certification as of the 3rd day of March, 2021.

/s/ Jay Wells

Jay Wells
Chief Financial Officer