

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

FORM 10-Q

(Mark One)

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

For the quarterly period ended July 31, 2025

OR

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File No. **001-00123**

**Brown-Forman Corporation**

(Exact name of Registrant as specified in its Charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**61-0143150**  
(IRS Employer  
Identification No.)

**850 Dixie Highway**  
**Louisville, Kentucky**  
(Address of principal executive offices)

**40210**  
(Zip Code)

**(502) 585-1100**  
(Registrant's telephone number, including area code)

**N/A**  
(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock (voting), \$0.15 par value	BFA	New York Stock Exchange
Class B Common Stock (nonvoting), \$0.15 par value	BFB	New York Stock Exchange
1.200% Notes due 2026	BF26	New York Stock Exchange
2.600% Notes due 2028	BF28	New York Stock Exchange

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

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

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

Large accelerated filer	<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 is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes  No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: August 22, 2025

Class A Common Stock (voting), \$0.15 par value	169,143,808
Class B Common Stock (nonvoting), \$0.15 par value	303,608,875

**BROWN-FORMAN CORPORATION**  
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**PART I - FINANCIAL INFORMATION**

*Item 1. Financial Statements (Unaudited)*

**BROWN-FORMAN CORPORATION AND SUBSIDIARIES  
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**

(Unaudited)

(Dollars in millions, except per share amounts)

	Three Months Ended	
	July 31,	
	<u>2024</u>	<u>2025</u>
Sales	\$ 1,211	\$ 1,191
Excise taxes	260	267
Net sales	<u>951</u>	<u>924</u>
Cost of sales	<u>386</u>	<u>372</u>
Gross profit	565	552
Advertising expenses	126	120
Selling, general, and administrative expenses	188	177
Restructuring and other charges	—	12
Other expense (income), net	<u>(30)</u>	<u>(17)</u>
Operating income	281	260
Non-operating postretirement expense	—	19
Interest income	(4)	(4)
Interest expense	<u>32</u>	<u>25</u>
Income before income taxes	253	220
Income taxes	58	50
Net income	<u>\$ 195</u>	<u>\$ 170</u>
Earnings per share:		
Basic	\$ 0.41	\$ 0.36
Diluted	\$ 0.41	\$ 0.36

*See notes to the condensed consolidated financial statements.*

**BROWN-FORMAN CORPORATION AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(Unaudited)  
(Dollars in millions)

	Three Months Ended July 31,	
	<u>2024</u>	<u>2025</u>
Net income	\$ 195	\$ 170
Other comprehensive income (loss), net of tax:		
Currency translation adjustments	(42)	25
Cash flow hedge adjustments	(2)	2
Postretirement benefits adjustments	1	9
Net other comprehensive income (loss)	<u>(43)</u>	<u>36</u>
Comprehensive income	<u>\$ 152</u>	<u>\$ 206</u>

*See notes to the condensed consolidated financial statements.*

**BROWN-FORMAN CORPORATION AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**

(Unaudited)

(Dollars in millions, except per share amounts)

	April 30, 2025	July 31, 2025
<b>Assets</b>		
Cash and cash equivalents	\$ 444	\$ 471
Accounts receivable, less allowance for doubtful accounts of \$7 at April 30 and \$8 at July 31	830	847
Inventories:		
Barreled whiskey	1,567	1,584
Finished goods	476	515
Work in process	378	385
Raw materials and supplies	90	102
Total inventories	2,511	2,586
Assets held for sale	121	—
Other current assets	289	274
Total current assets	4,195	4,178
Property, plant and equipment, net	1,095	1,094
Goodwill	1,505	1,507
Other intangible assets	981	1,071
Deferred tax assets	47	48
Other assets	263	273
Total assets	\$ 8,086	\$ 8,171
<b>Liabilities</b>		
Accounts payable and accrued expenses	\$ 741	\$ 687
Dividends payable	—	107
Accrued income taxes	27	77
Short-term borrowings	312	282
Current portion of long-term debt	—	344
Total current liabilities	1,080	1,497
Long-term debt	2,421	2,075
Deferred tax liabilities	241	242
Accrued pension and other postretirement benefits	164	173
Other liabilities	187	196
Total liabilities	4,093	4,183
Commitments and contingencies		
<b>Stockholders' Equity</b>		
Common stock:		
Class A, voting, \$0.15 par value (170,000,000 shares authorized; 170,000,000 shares issued)	25	25
Class B, nonvoting, \$0.15 par value (400,000,000 shares authorized; 314,532,000 shares issued)	47	47
Additional paid-in capital	36	34
Retained earnings	4,710	4,666
Accumulated other comprehensive income (loss), net of tax	(220)	(184)
Treasury stock, at cost (11,863,000 and 11,779,000 shares at April 30 and July 31, respectively)	(605)	(600)
Total stockholders' equity	3,993	3,988
Total liabilities and stockholders' equity	\$ 8,086	\$ 8,171

*See notes to the condensed consolidated financial statements.*

**BROWN-FORMAN CORPORATION AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**

(Unaudited)  
(Dollars in millions)

	Three Months Ended July 31,	
	<u>2024</u>	<u>2025</u>
<b>Cash flows from operating activities:</b>		
Net income	\$ 195	\$ 170
<b>Adjustments to reconcile net income to net cash provided by operations:</b>		
Depreciation and amortization	22	22
Stock-based compensation expense	4	4
Deferred income tax benefit	(5)	(8)
Change in fair value of contingent consideration	4	—
Other, net	(10)	3
<b>Changes in assets and liabilities:</b>		
Accounts receivable	(42)	(13)
Inventories	(91)	(61)
Other current assets	(2)	15
Accounts payable and accrued expenses	(104)	(46)
Accrued income taxes	54	51
Other operating assets and liabilities	(8)	23
Cash provided by operating activities	<u>17</u>	<u>160</u>
<b>Cash flows from investing activities:</b>		
Additions to property, plant, and equipment	(41)	(31)
Proceeds from sale of cooperage assets	51	33
Cash provided by investing activities	<u>10</u>	<u>2</u>
<b>Cash flows from financing activities:</b>		
Net change in short-term borrowings	54	(30)
Payments of withholding taxes related to stock-based awards	(2)	(1)
Dividends paid	(103)	(107)
Cash used for financing activities	<u>(51)</u>	<u>(138)</u>
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	(6)	3
Net increase in cash, cash equivalents, and restricted cash	<u>(30)</u>	<u>27</u>
Cash, cash equivalents, and restricted cash at beginning of period	456	463
Cash, cash equivalents, and restricted cash at end of period	426	490
Less: Restricted cash (included in other current assets) at end of period	(10)	(19)
Cash and cash equivalents at end of period	<u>\$ 416</u>	<u>\$ 471</u>
<b>Supplemental information:</b>		
Non-cash additions to property, plant and equipment	\$ 6	\$ 2
Right-of-use assets obtained in exchange for new lease obligations	\$ 15	\$ 14

*See notes to the condensed consolidated financial statements.*

**BROWN-FORMAN CORPORATION AND SUBSIDIARIES**  
**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
(Unaudited)

In these notes, “we,” “us,” “our,” “Brown-Forman,” and the “Company” refer to Brown-Forman Corporation and its consolidated subsidiaries, collectively.

**1. Condensed Consolidated Financial Statements**

We prepared the accompanying unaudited condensed consolidated financial statements pursuant to the rules and regulations of the U.S. Securities and Exchange Commission for interim financial information. In accordance with those rules and regulations, we condensed or omitted certain information and disclosures normally included in annual financial statements prepared in accordance with U.S. generally accepted accounting principles (GAAP). In our opinion, the accompanying financial statements include all adjustments, consisting only of normal recurring adjustments (unless otherwise indicated), necessary for a fair statement of our financial results for the periods presented in these financial statements. The results for interim periods are not necessarily indicative of future or annual results.

We suggest that you read these condensed financial statements together with the financial statements and footnotes included in our Annual Report on Form 10-K for the fiscal year ended April 30, 2025 (2025 Form 10-K). We prepared the accompanying financial statements on a basis that is substantially consistent with the accounting principles applied in our 2025 Form 10-K.

*Accounting standards not yet adopted.* In December 2023, the Financial Accounting Standards Board (FASB) issued an updated accounting standard requiring additional annual disclosures about income taxes, primarily related to the rate reconciliation and information about income taxes paid. We are required to adopt the new guidance for the annual period ending April 30, 2026. The update can be applied either prospectively or retrospectively.

In November 2024, the FASB issued an updated accounting standard requiring disaggregation, in the notes to the financial statements, of expense line items in the income statement that include certain categories of expenses. We are required to adopt the updated standard for annual disclosures for the period ending April 30, 2028, and for interim disclosures within fiscal 2029, with earlier adoption permitted. The update can be applied either prospectively or retrospectively.

We are currently evaluating the impact that adopting these accounting standards updates will have on our disclosures.

**2. Earnings Per Share**

We calculate basic earnings per share by dividing net income available to common stockholders by the weighted average number of common shares outstanding during the period. Diluted earnings per share further includes the dilutive effect of stock-based compensation awards. We calculate that dilutive effect using the “treasury stock method” (as defined by GAAP).

The following table presents information concerning basic and diluted earnings per share:

(Dollars in millions, except per share amounts)	Three Months Ended	
	July 31,	
	<u>2024</u>	<u>2025</u>
Net income available to common stockholders	\$ 195	\$ 170
Share data (in thousands):		
Basic average common shares outstanding	472,637	472,724
Dilutive effect of stock-based awards	304	239
Diluted average common shares outstanding	<u>472,941</u>	<u>472,963</u>
Basic earnings per share	\$ 0.41	\$ 0.36
Diluted earnings per share	\$ 0.41	\$ 0.36

We excluded common stock-based awards for approximately 2,582,000 shares and 4,108,000 shares from the calculation of diluted earnings per share for the three months ended July 31, 2024 and 2025, respectively. We excluded those awards because they were not dilutive for those periods under the treasury stock method.

### 3. Inventories

We value some of our consolidated inventories, including most of our U.S. inventories, at the lower of cost, using the last-in, first-out (LIFO) method, or market value. If the LIFO method had not been used, inventories at current cost would have been \$600 million higher than reported as of April 30, 2025, and \$628 million higher than reported as of July 31, 2025. Changes in the LIFO valuation reserve for interim periods are based on an allocation of the projected change for the entire fiscal year, recognized proportionately over the remainder of the fiscal year.

### 4. Goodwill and Other Intangible Assets

The following table shows the changes in goodwill (which includes no accumulated impairment losses) during the three months ended July 31, 2025:

(Dollars in millions)	Goodwill
Balance at April 30, 2025	\$ 1,505
Foreign currency translation adjustment	2
Balance at July 31, 2025	\$ 1,507

The following table presents details of our other intangible assets as of April 30, 2025 and July 31, 2025, respectively:

(Dollars in millions)	April 30, 2025		July 31, 2025	
	Gross Carrying Amount	Net Carrying Amount	Gross Carrying Amount	Net Carrying Amount
<b>Definite-lived intangible assets:</b>				
Supply contract	\$ —	\$ —	\$ 88	\$ 88
<b>Indefinite-lived intangible assets:</b>				
Trademarks and brand names	981	981	983	983
<b>Total other intangible assets</b>	<b>\$ 981</b>	<b>\$ 981</b>	<b>\$ 1,071</b>	<b>\$ 1,071</b>

Net carrying amount represents the gross carrying amount net of accumulated amortization. During the first quarter of fiscal 2026, we recognized a definite-lived supply contract intangible asset of \$88 million. This amount relates to a barrel supply agreement and was obtained as partial consideration for the sale of the Brown-Forman Cooperage facility and related assets on May 1, 2025 (refer to Note 6). We determined the estimated fair value of the supply contract using a discounted cash flow model. This method requires the use of assumptions, such as projected future market prices and discount rates (refer to Note 14). Amortization related to the supply contract used in the production of barrels will be capitalized into inventories. The supply contract will be amortized based on the actual realization of the benefit over the term of the contract. We expect to realize the benefit over six years. There were no amounts of amortization recorded for the three months ended July 31, 2025.

The increase in the indefinite-lived intangible assets from April 30, 2025 to July 31, 2025, was primarily driven by the impact of foreign exchange rates.

### 5. Equity Method Investments

On April 30, 2024, as partial consideration for the sale of the Sonoma-Cutrer wine business to The Duckhorn Portfolio, Inc. (Duckhorn), we obtained a 21.4% ownership interest in the common stock of Duckhorn. Also, effective April 30, 2024, we entered into a transition services agreement (TSA) with Duckhorn related to the sale of the Sonoma-Cutrer wine business. Our cost of sales for the three months ended July 31, 2024, included \$22 million for Sonoma-Cutrer products purchased from Duckhorn under the TSA. Fees earned for transition services provided to Duckhorn under the TSA were immaterial. Services related to the TSA ended on or about August 31, 2024.

On October 6, 2024, Duckhorn entered into a definitive agreement pursuant to which Duckhorn would be acquired by private equity funds managed by Butterfly Equity. The transaction was completed on December 24, 2024. Upon completion of the transaction, we received cash of \$350 million in exchange for our 21.4% ownership interest in Duckhorn. As a result of the transaction, we recognized a \$78 million gain on sale of our investment in Duckhorn during the three months ended January 31, 2025.

Our other equity method investments, which are included in other assets in the accompanying condensed consolidated balance sheets, are immaterial.

## 6. Restructuring and Other Charges

On January 13, 2025, our Board of Directors approved a plan to reduce our structural cost base and realign resources toward future sources of growth (Restructuring Initiative). This included reducing our worldwide headcount by approximately 12% and closing our Louisville-based Brown-Forman Cooperage. These actions were substantially implemented in fiscal 2025, with the remainder to be completed by the end of fiscal 2026.

We expect to incur aggregate charges of approximately \$60 to \$70 million in connection with these actions, consisting primarily of approximately \$27 to \$32 million in severance and other employee-related costs and approximately \$33 to \$38 million in other restructuring costs, including costs related to the Louisville-based Brown-Forman Cooperage facility closure and consulting services associated with the restructuring actions. Through July 31, 2025, we recognized \$60 million of restructuring and other charges associated with these actions, comprising \$58 million in restructuring charges and \$2 million in other charges for asset impairments. We also recorded \$3 million in charges in fiscal 2025 to adjust the carrying value of certain Brown-Forman Cooperage inventory to the amount we expected to realize upon disposal (included in cost of sales in our consolidated statement of operations). As of July 31, 2025, \$42 million of the charges to be settled in cash have been paid.

The following table summarizes the restructuring and other charges recognized during the three months ended July 31, 2025, as well as the activity in our accrued restructuring costs:

(Dollars in millions)	Severance and Other Employee-Related Costs	Other Restructuring Charges <sup>1</sup>	Total
Balance at April 30, 2025	\$ 13	\$ 6	\$ 19
Costs incurred and charged to expense	1	11	12
Costs paid or otherwise settled	(9)	(6)	(15)
Balance at July 31, 2025	<u>\$ 5</u>	<u>\$ 11</u>	<u>\$ 16</u>

<sup>1</sup>Primarily represents one-time costs related to the cooperage facility closure, consulting services, and other miscellaneous exit costs.

Additionally, on May 1, 2025, we completed the sale of the Brown-Forman Cooperage facility and related assets for \$33 million in cash and \$88 million in non-cash consideration related to a supply contract with the sellers (refer to Note 4). The carrying amount of the assets included in the sale was \$121 million, consisting of \$33 million in property, plant, and equipment, net, and \$88 million in inventories. As a result of the sale, we recognized an immaterial pre-tax gain during the first quarter of fiscal 2026.

The charges we currently expect to incur in connection with the Restructuring Initiative are subject to a number of assumptions and risks, and actual results may differ materially. We may also incur other material charges not currently contemplated due to events that may occur as a result of, or in connection with, the Restructuring Initiative.

## 7. Contingencies

We operate in a litigious environment, and we are sued in the normal course of business. Sometimes plaintiffs seek substantial damages. Significant judgment is required in predicting the outcome of these suits and claims, many of which take years to adjudicate. We accrue estimated costs for a contingency when we believe that a loss is probable and we can make a reasonable estimate of the loss, and then adjust the accrual as appropriate to reflect changes in facts and circumstances. We do not believe it is reasonably possible that these existing loss contingencies, individually or in the aggregate, would have a material adverse effect on our financial position, results of operations, or liquidity. No material accrued loss contingencies were recorded as of July 31, 2025.

## 8. Debt

Our long-term debt (net of unamortized discount and issuance costs) consisted of:

(Principal and carrying amounts in millions)	April 30, 2025	July 31, 2025
1.20% senior notes, €300 principal amount, due July 7, 2026	342	344
2.60% senior notes, £300 principal amount, due July 7, 2028	401	397
4.75% senior notes, \$650 principal amount, due April 15, 2033	644	644
4.00% senior notes, \$300 principal amount, due April 15, 2038	296	296
3.75% senior notes, \$250 principal amount, due January 15, 2043	248	248
4.50% senior notes, \$500 principal amount, due July 15, 2045	490	490
	<u>2,421</u>	<u>2,419</u>
Less current portion	—	344
	<u>\$ 2,421</u>	<u>\$ 2,075</u>

Our short-term borrowings consisted of borrowings under our commercial paper program, as follows:

(Dollars in millions)	April 30, 2025	July 31, 2025
Commercial paper (par amount)	\$313	\$283
Average interest rate	4.64%	4.58%
Average remaining days to maturity	12	11

## 9. Stockholders' Equity

The following table shows the changes in stockholders' equity during the three months ended July 31, 2024:

(Dollars in millions)	Class A Common Stock	Class B Common Stock	Additional Paid-in Capital	Retained Earnings	AOCI	Treasury Stock	Total
Balance at April 30, 2024	\$ 25	\$ 47	\$ 13	\$ 4,261	\$ (221)	\$ (608)	\$ 3,517
Net income				195			195
Net other comprehensive income (loss)					(43)		(43)
Declaration of cash dividends				(206)			(206)
Stock-based compensation expense			4				4
Stock issued under compensation plans						3	3
Loss on issuance of treasury stock issued under compensation plans			(5)				(5)
Balance at July 31, 2024	<u>\$ 25</u>	<u>\$ 47</u>	<u>\$ 12</u>	<u>\$ 4,250</u>	<u>\$ (264)</u>	<u>\$ (605)</u>	<u>\$ 3,465</u>

The following table shows the changes in stockholders' equity during the three months ended July 31, 2025:

(Dollars in millions)	Class A Common Stock	Class B Common Stock	Additional Paid-in Capital	Retained Earnings	AOCI	Treasury Stock	Total
Balance at April 30, 2025	\$ 25	\$ 47	\$ 36	\$ 4,710	\$ (220)	\$ (605)	\$ 3,993
Net income				170			170
Net other comprehensive income (loss)					36		36
Declaration of cash dividends				(214)			(214)
Stock-based compensation expense			4				4
Stock issued under compensation plans						5	5
Loss on issuance of treasury stock issued under compensation plans			(6)				(6)
Balance at July 31, 2025	<u>\$ 25</u>	<u>\$ 47</u>	<u>\$ 34</u>	<u>\$ 4,666</u>	<u>\$ (184)</u>	<u>\$ (600)</u>	<u>\$ 3,988</u>

The following table shows the change in each component of accumulated other comprehensive income (AOCI), net of tax, during the three months ended July 31, 2025:

(Dollars in millions)	Currency Translation Adjustments	Cash Flow Hedge Adjustments	Postretirement Benefits Adjustments	Total AOCI
Balance at April 30, 2025	\$ (92)	\$ (5)	\$ (123)	\$ (220)
Net other comprehensive income (loss)	25	2	9	36
Balance at July 31, 2025	<u>\$ (67)</u>	<u>\$ (3)</u>	<u>\$ (114)</u>	<u>\$ (184)</u>

The following table shows the cash dividends declared per share on our Class A and Class B common stock during the three months ended July 31, 2025:

Declaration Date	Record Date	Payable Date	Amount per Share
May 22, 2025	June 9, 2025	July 1, 2025	\$0.2265
July 24, 2025	September 3, 2025	October 1, 2025	\$0.2265

## 10. Net Sales

The following table shows our net sales by geography:

(Dollars in millions)	Three Months Ended July 31,	
	2024	2025
United States	\$ 419	\$ 385
Developed International <sup>1</sup>	280	257
Emerging <sup>2</sup>	185	224
Travel Retail <sup>3</sup>	41	44
Non-branded and bulk <sup>4</sup>	26	14
Total	<u>\$ 951</u>	<u>\$ 924</u>

<sup>1</sup>Represents net sales of branded products to "advanced economies" as defined by the International Monetary Fund (IMF), excluding the United States. Our top developed international markets are Germany, Australia, the United Kingdom, France, and Canada.

<sup>2</sup>Represents net sales of branded products to "emerging and developing economies" as defined by the IMF. Our top emerging markets are Mexico, Poland, Brazil, and Türkiye.

<sup>3</sup>Represents net sales of branded products to global duty-free customers, other travel retail customers, and the U.S. military, regardless of customer location.

<sup>4</sup>Includes net sales of used barrels, contract bottling services, and non-branded bulk whiskey, regardless of customer location.

The following table shows our net sales by product category:

(Dollars in millions)	Three Months Ended July 31,	
	<u>2024</u>	<u>2025</u>
Whiskey <sup>1</sup>	\$ 659	\$ 659
Ready-to-Drink <sup>2</sup>	121	128
Tequila <sup>3</sup>	62	62
Non-branded and bulk <sup>4</sup>	26	14
Rest of portfolio <sup>5</sup>	83	61
Total	<u>\$ 951</u>	<u>\$ 924</u>

<sup>1</sup>Includes all whiskey spirits and whiskey-based flavored liqueurs. The brands included in this category are the Jack Daniel's family of brands (excluding the "ready-to-drink" products outlined below), the Woodford Reserve family of brands, the Old Forester family of brands, The GlenDronach, Benriach, Glenglassaugh, and Slane Irish Whiskey.

<sup>2</sup>Includes the Jack Daniel's ready-to-drink (RTD) and ready-to-pour (RTP) products, New Mix, and other RTD/RTP products.

<sup>3</sup>Includes el Jimador, the Herradura family of brands, and other tequilas.

<sup>4</sup>Includes net sales of used barrels, contract bottling services, and non-branded bulk whiskey.

<sup>5</sup>Includes Korbel California Champagnes and Korbel Brandy (the sales, marketing, and distribution relationship ended on June 30, 2025), Diplomático, Chambord, Gin Mare, Sonoma-Cutrer (which was divested on April 30, 2024), Finlandia Vodka (which was divested on November 1, 2023), Fords Gin, and other agency brands (brands we do not own, but sell in certain markets).

#### 11. Pension and Other Postretirement Benefits

The following table shows the components of the net cost recognized for our U.S. pension plans. Similar information for other defined benefit plans is not presented due to immateriality.

(Dollars in millions)	Three Months Ended July 31,	
	<u>2024</u>	<u>2025</u>
Service cost	\$ 4	\$ 3
Interest cost	9	8
Expected return on plan assets	(10)	(9)
Amortization of net actuarial loss	1	1
Settlement charge	—	19
Net cost	<u>\$ 4</u>	<u>\$ 22</u>

During the three months ended July 31, 2025, we recognized a pension settlement charge of \$19 million, triggered by fiscal year-to-date lump-sum payments under certain pension plans surpassing total annual service and interest cost for those plans.

## 12. Income Taxes

Our consolidated interim effective tax rate is based on our expected annual operating income, statutory tax rates, and income tax laws in the various jurisdictions where we operate. Significant or unusual items, including adjustments to accruals for tax uncertainties, are recognized in the fiscal quarter in which the related event or a change in judgment occurs. The effective tax rate on ordinary income for the full fiscal year is expected to be 21.0%, which is the same as the U.S. federal statutory rate of 21.0%, due to the impact of state taxes and the tax effects of foreign operations, partially offset by the beneficial impact of the foreign-derived intangible income deduction.

The effective tax rate of 22.5% for the three months ended July 31, 2025, was higher than the expected tax rate of 21.0% on ordinary income for the full fiscal year ending April 30, 2026, primarily due to the unfavorable impact of prior fiscal year true-ups. The effective tax rate of 22.5% for the three months ended July 31, 2025, was lower than the effective tax rate of 23.1% for the same period last year. The decrease in our effective tax rate was driven by the lower impact of state taxes and the absence of the impact of increased valuation allowances in the prior period, which was partially offset by the unfavorable year-over-year impact of prior fiscal year true-ups.

The OECD (Organization for Economic Co-operation and Development) 15% global minimum tax under the Pillar Two Model Rules, which is now effective in countries with enacted legislation, did not materially impact our financial results in the three months ended July 31, 2025. We will continue to evaluate the impact in future periods as previously-enacting countries issue related guidance and additional countries consider adoption of the global minimum tax rules.

On July 4, 2025, the One Big Beautiful Bill Act was signed into law in the United States, which encompasses a broad range of tax reform provisions. We do not expect this to have a material impact on our estimated annual effective tax rate for the fiscal year ending April 30, 2026.

## 13. Derivative Financial Instruments and Hedging Activities

We are subject to market risks, including the effect of fluctuations in foreign currency exchange rates, commodity prices, and interest rates. We use derivatives to help manage financial exposures that occur in the normal course of business. We formally document the purpose of each derivative contract, which includes linking the contract to the financial exposure it is designed to mitigate. We do not hold or issue derivatives for trading or speculative purposes.

We use currency derivative contracts to limit our exposure to the foreign currency exchange rate risk that we cannot mitigate internally by using netting strategies. We designate most of these contracts as cash flow hedges of forecasted transactions (expected to occur within two years). We record all changes in the fair value of cash flow hedges in AOCI until the underlying hedged transaction occurs, at which time we reclassify that amount to earnings.

Some of our currency derivatives are not designated as hedges because we use them to partially offset the immediate earnings impact of changes in foreign currency exchange rates on existing assets or liabilities. We immediately recognize the change in fair value of these contracts in earnings.

We had outstanding currency derivatives, related primarily to our euro, British pound, and Australian dollar exposures, with notional amounts for all hedged currencies totaling \$463 million at April 30, 2025, and \$546 million at July 31, 2025. The maximum term of outstanding derivative contracts was 24 months at both April 30, 2025 and July 31, 2025.

We also use foreign currency-denominated debt instruments to help manage our foreign currency exchange rate risk. We designate a portion of those debt instruments as net investment hedges, which are intended to mitigate foreign currency exposure related to non-U.S. dollar net investments in certain foreign subsidiaries. Any change in value of the designated portion of the hedging instruments is recorded in AOCI, offsetting the foreign currency translation adjustment of the related net investments that is also recorded in AOCI. The amount of foreign currency-denominated debt instruments designated as net investment hedges was \$531 million at April 30, 2025, and \$528 million at July 31, 2025.

At inception, we expect each financial instrument designated as a hedge to be highly effective in offsetting the financial exposure it is designed to mitigate. We assess the effectiveness of our hedges continually. If we determine that any financial instruments designated as hedges are no longer highly effective, we discontinue hedge accounting for those instruments.

We use forward purchase contracts with suppliers to protect against corn price volatility. We expect to take physical delivery of the corn underlying each contract and use it for production over a reasonable period of time. Accordingly, we account for these contracts as normal purchases rather than as derivative instruments.

The following table presents the pre-tax impact that changes in the fair value of our derivative instruments and non-derivative hedging instruments had on AOCI and earnings:

(Dollars in millions)	Classification	Three Months Ended July 31,	
		2024	2025
<u>Derivative Instruments</u>			
Currency derivatives designated as cash flow hedges:			
Net gain (loss) recognized in AOCI	n/a	\$ 1	\$ —
Net gain (loss) reclassified from AOCI into earnings	Sales	4	(3)
Currency derivatives not designated as hedging instruments:			
Net gain (loss) recognized in earnings	Other income (expense), net	\$ (3)	\$ 2
<u>Non-Derivative Hedging Instruments</u>			
Foreign currency-denominated debt designated as net investment hedge:			
Net gain (loss) recognized in AOCI	n/a	\$ (9)	\$ 5
Total amounts presented in the accompanying condensed consolidated statements of operations for line items affected by the net gains (losses) shown above:			
Sales		\$ 1,211	\$ 1,191
Other income (expense), net		30	17

We expect to reclassify \$6 million of deferred net losses on cash flow hedges recorded in AOCI as of July 31, 2025 to earnings during the next 12 months. This reclassification would offset the anticipated earnings impact of the underlying hedged exposures. The actual amounts that we ultimately reclassify to earnings will depend on the exchange rates in effect when the underlying hedged transactions occur.

The following table presents the fair values of our derivative instruments:

(Dollars in millions)	Classification	April 30, 2025		July 31, 2025	
		Derivative Assets	Derivative Liabilities	Derivative Assets	Derivative Liabilities
Designated as cash flow hedges:					
Currency derivatives	Accrued expenses	\$ 2	\$ (11)	\$ 3	\$ (10)
Currency derivatives	Other liabilities	—	(3)	—	(2)
Not designated as hedges:					
Currency derivatives	Other current assets	2	—	1	—

The fair values reflected in the above table are presented on a gross basis. However, as discussed further below, the fair values of those instruments subject to net settlement agreements are presented on a net basis in our balance sheets.

In our statements of cash flows, we classify cash flows related to cash flow hedges in the same category as the cash flows from the hedged items.

*Credit risk.* We are exposed to credit-related losses if the counterparties to our derivative contracts default. This credit risk is limited to the fair value of the contracts. To manage this risk, we contract only with major financial institutions that have investment-grade credit ratings and with whom we have standard International Swaps and Derivatives Association (ISDA) agreements that allow for net settlement of the derivative contracts. Also, we have established counterparty credit guidelines that we monitor regularly, and we monetize contracts when we believe it is warranted. Because of these safeguards, we believe we have no derivative positions that warrant credit valuation adjustments.

Our derivative instruments require us to maintain a specific level of creditworthiness, which we have maintained. If our creditworthiness were to fall below that level, then the counterparties to our derivative instruments could request immediate payment or collateralization for derivative instruments in net liability positions. The aggregate fair value of our derivatives with

creditworthiness requirements that were in a net liability position was \$12 million at April 30, 2025, and \$9 million at July 31, 2025.

*Offsetting.* As noted above, our derivative contracts are governed by ISDA agreements that allow for net settlement of derivative contracts with the same counterparty. It is our policy to present the fair values of current derivatives (that is, those with a remaining term of 12 months or less) with the same counterparty on a net basis in our balance sheets. Similarly, we present the fair values of noncurrent derivatives with the same counterparty on a net basis. We do not net current derivatives with noncurrent derivatives in our balance sheets.

The following table summarizes the gross and net amounts of our derivative contracts:

(Dollars in millions)	Gross Amounts of Recognized Assets (Liabilities)	Gross Amounts Offset in Balance Sheet	Net Amounts Presented in Balance Sheet	Gross Amounts Not Offset in Balance Sheet	Net Amounts
<u>April 30, 2025</u>					
Derivative assets	\$ 4	\$ (2)	\$ 2	\$ —	\$ 2
Derivative liabilities	(14)	2	(12)	—	(12)
<u>July 31, 2025</u>					
Derivative assets	4	(3)	1	—	1
Derivative liabilities	(12)	3	(9)	—	(9)

No cash collateral was received or pledged related to our derivative contracts as of April 30, 2025, or July 31, 2025.

#### 14. Fair Value Measurements

The following table summarizes the assets and liabilities measured or disclosed at fair value on a recurring basis:

(Dollars in millions)	April 30, 2025		July 31, 2025	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
<u>Assets</u>				
Cash and cash equivalents	\$ 444	\$ 444	\$ 471	\$ 471
Currency derivatives, net	2	2	1	1
<u>Liabilities</u>				
Currency derivatives, net	12	12	9	9
Contingent consideration	31	31	31	31
Short-term borrowings	312	312	282	282
Long-term debt (including current portion)	2,421	2,255	2,419	2,265

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. We categorize the fair values of assets and liabilities into three levels based on the assumptions (inputs) used to determine those values. Level 1 provides the most reliable measure of fair value, while Level 3 generally requires significant management judgment. The three levels are:

- Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2 – Observable inputs other than those 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 inactive markets; or other inputs that are observable or can be derived from or corroborated by observable market data.
- Level 3 – Unobservable inputs supported by little or no market activity.

We determine the fair values of our currency derivatives (forward contracts) using standard valuation models. The significant inputs used in these models, which are readily available in public markets or can be derived from observable market transactions, include the applicable spot exchange rates, forward exchange rates, and interest rates. These fair value measurements are categorized as Level 2 within the valuation hierarchy.

We determine the fair value of long-term debt primarily based on the prices at which identical or similar debt has recently traded in the market and also considering the overall market conditions on the date of valuation. These fair value measurements are categorized as Level 2 within the valuation hierarchy.

The fair values of cash, cash equivalents, and short-term borrowings approximate the carrying amounts due to the short maturities of these instruments.

The contingent consideration liability reflects the estimated fair value of the contingent future cash payments of up to €90 million to the sellers of the Gin Mare brand under an “earn-out” provision of the acquisition agreement (Gin Mare was acquired on November 3, 2022). Any contingent consideration earned by the sellers will become payable in cash upon exercise by the sellers of the right to receive the payment, which can occur no later than July 2027. The amount payable will depend on the achievement of net sales targets for Gin Mare for the latest fiscal year completed prior to the date of exercise by the sellers. The possible payments range from zero to €90 million.

We determine the fair value of our contingent consideration liability using a Monte Carlo simulation model, which requires the use of Level 3 inputs, such as projected future net sales, discount rates, and volatility rates. Changes in any of these Level 3 inputs could result in material changes to the fair value of the contingent consideration and could materially impact the amount of noncash expense (or income) recorded each reporting period.

There was no change in our contingent consideration liability during the three months ended July 31, 2025.

We measure some assets and liabilities at fair value on a nonrecurring basis. That is, we do not measure them at fair value on an ongoing basis, but we do adjust them to fair value in some circumstances (for example, when we determine that an asset is impaired). During the first quarter of fiscal 2026, we recognized a supply contract intangible asset of \$88 million, obtained as partial consideration for the sale of the Brown-Forman Cooperage facility and related assets on May 1, 2025 (refer to Note 6). We used the discounted cash flow model to determine the fair value of the supply contract as of the transaction date. The fair value measurement determined using this model is categorized as Level 3 within the valuation hierarchy. No other material nonrecurring fair value measurements were required during the periods presented in these financial statements.

## 15. Other Comprehensive Income

The following table shows the components of net other comprehensive income (loss):

(Dollars in millions)	Three Months Ended July 31, 2024			Three Months Ended July 31, 2025		
	Pre-Tax	Tax	Net	Pre-Tax	Tax	Net
<b>Currency translation adjustments:</b>						
Net gain (loss) on currency translation	\$ (44)	\$ 2	\$ (42)	\$ 28	\$ (3)	\$ 25
Reclassification to earnings	—	—	—	—	—	—
Other comprehensive income (loss), net	(44)	2	(42)	28	(3)	25
<b>Cash flow hedge adjustments:</b>						
Net gain (loss) on hedging instruments	1	—	1	—	—	—
Reclassification to earnings <sup>1</sup>	(4)	1	(3)	3	(1)	2
Other comprehensive income (loss), net	(3)	1	(2)	3	(1)	2
<b>Postretirement benefits adjustments:</b>						
Net actuarial gain (loss) and prior service cost	—	—	—	(8)	2	(6)
Reclassification to earnings <sup>2</sup>	1	—	1	20	(5)	15
Other comprehensive income (loss), net	1	—	1	12	(3)	9
<b>Total other comprehensive income (loss), net</b>	<b>\$ (46)</b>	<b>\$ 3</b>	<b>\$ (43)</b>	<b>\$ 43</b>	<b>\$ (7)</b>	<b>\$ 36</b>

<sup>1</sup>Pre-tax amount for each period is classified as sales in the accompanying condensed consolidated statements of operations.

<sup>2</sup>Pre-tax amount for each period is classified as non-operating postretirement expense in the accompanying condensed consolidated statements of operations.

## 16. Segment Information

Our business constitutes a single operating segment, which derives its revenues predominantly from global sales of beverage alcohol consumer products.

Our Chief Executive Officer is our chief operating decision maker, who manages business operations, evaluates performance, and allocates resources based on segment metrics such as net sales, gross profit, operating income, and net income. Significant segment expenses include cost of sales, advertising expenses, and selling, general, and administrative expenses. Other segment items include (when applicable): restructuring and other charges; other expense (income), net; non-operating postretirement expense; interest income; interest expense; and income taxes. The amount of each of these segment measures is the same as the consolidated amount presented in the accompanying condensed consolidated statements of operations.

The segment's assets, expenditures for additions to long-lived assets, and depreciation and amortization are the same as the consolidated amounts presented in the accompanying condensed consolidated balance sheets and condensed consolidated statements of cash flows.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

You should read the following discussion and analysis in conjunction with both our unaudited Condensed Consolidated Financial Statements and related notes included in Part I, Item 1 of this Quarterly Report and our Annual Report on Form 10-K for the fiscal year ended April 30, 2025 (2025 Form 10-K). Note that the results of operations for the three months ended July 31, 2025, are not necessarily indicative of future or annual results. In this Item, "we," "us," "our," "Brown-Forman," and the "Company" refer to Brown-Forman Corporation and its consolidated subsidiaries, collectively.

### Presentation Basis

#### Non-GAAP Financial Measures

We report our financial results in accordance with U.S. generally accepted accounting principles (GAAP). Additionally, we use some financial measures in this report that are not measures of financial performance under GAAP. These non-GAAP measures, defined below, should be viewed as supplements to (not substitutes for) our results of operations and other measures reported under GAAP. Other companies may define or calculate these non-GAAP measures differently.

**"Organic change" in measures of statements of operations.** We present changes in certain measures, or line items, of the statements of operations that are adjusted to an "organic" basis. We use "organic change" for the following measures: (a) organic net sales; (b) organic cost of sales; (c) organic gross profit; (d) organic advertising expenses; (e) organic selling, general, and administrative (SG&A) expenses; (f) organic other expense (income), net; (g) organic operating expenses<sup>1</sup>; and (h) organic operating income. To calculate these measures, we adjust, as applicable, for (1) acquisitions and divestitures, (2) other items, and (3) foreign exchange. We explain these adjustments below.

- **"Acquisitions and divestitures."** This adjustment removes (a) the gain or loss recognized on sale of divested brands and certain assets, (b) any non-recurring effects related to our acquisitions and divestitures (e.g., transaction, transition, and integration costs), (c) the effects of operating activity related to acquired and divested brands, including certain divested agency brands, for periods not comparable year over year (non-comparable periods), and (d) fair value changes to contingent consideration liabilities. Excluding non-comparable periods allows us to include the effects of acquired and divested brands only to the extent that results are comparable year over year. For the first quarter of fiscal 2026, we had the following acquisitions and divestitures adjustments:

During fiscal 2023, we acquired Gin Mare Brand, S.L.U. and Mareliquid Vantguard, S.L.U., which owned the Gin Mare brand (Gin Mare). This adjustment removes the fair value adjustments to Gin Mare's contingent consideration liability that is payable in cash no later than July 2027.

During fiscal 2024, we sold our Finlandia vodka and Sonoma-Cutrer wine businesses and entered into related transition services agreements (TSAs) for these businesses. This adjustment removes the net sales, cost of sales, and operating expenses recognized pursuant to the TSAs related to distribution services in certain markets for the non-comparable period, which is activity from the first quarter of fiscal 2025.

During the first quarter of fiscal 2025, we recognized a gain of \$12 million on the sale of the Alabama cooperage. This adjustment removes the gain from our other expense (income), net and operating income.

During the first quarter of fiscal 2026, we ended our sales, marketing, and distribution relationship with Korbel Champagne Cellars (Korbel relationship), effective June 30, 2025. This adjustment removes the transaction costs related to ending the relationship and the operating activity for the non-comparable period, which is the month of July of fiscal 2025 and 2026.

- **"Other items."** Other items include the additional items outlined below.

**"Franchise tax refund."** During the first quarter of fiscal 2025, we recognized a \$13 million franchise tax refund due to a change in franchise tax calculation methodology for the state of Tennessee. This modification lowered our annual franchise tax obligation and was retroactively applied to franchise taxes paid during fiscal 2020 through fiscal 2023. This adjustment removes the franchise tax refund from our other expense (income), net and operating income.

**"Restructuring initiative."** During the third quarter of fiscal 2025, our Board of Directors approved a plan to reduce our structural cost base and realign resources toward future sources of growth. This included reducing our workforce by approximately 12% and closing the Louisville-based Brown-Forman Cooperage. We also offered a special, one-time early retirement benefit to qualifying U.S. employees. During the first quarter of fiscal 2026, we incurred \$12 million in restructuring and other charges associated with this initiative and completed the sale of the Brown-Forman

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<sup>1</sup>Operating expenses include advertising expense, SG&A expense, restructuring and other charges, and other expense (income), net.

Cooperage facility and related assets. This adjustment removes the restructuring initiative impact from our operating expenses and operating income for the first quarter of fiscal 2026. See Note 6 to the Condensed Consolidated Financial Statements for more information.

*“Substitution drawback claims.”* During the first quarter of fiscal 2026, we recognized a net benefit of \$18 million related to the collection of substitution drawback claims filed with the U.S. Government between fiscal 2016 and 2019. As of the first quarter of fiscal 2026, all claims have been collected. This adjustment removes the benefit from our other expense (income), net and operating income.

- *“Foreign exchange.”* We calculate the percentage change in certain line items of the statements of operations in accordance with GAAP and adjust to exclude the cost or benefit of currency fluctuations. Adjusting for foreign exchange allows us to understand our business on a constant-dollar basis, as fluctuations in exchange rates can distort the organic trend both positively and negatively. (In this report, “dollar” means the U.S. dollar unless stated otherwise.) To eliminate the effect of foreign exchange fluctuations when comparing across periods, we translate current-year results at prior-year rates and remove transactional and hedging foreign exchange gains and losses from current- and prior-year periods.

We use the non-GAAP measure “organic change,” along with other metrics, to: (a) understand our performance from period to period on a consistent basis; (b) compare our performance to that of our competitors; (c) calculate components of management incentive compensation; (d) plan and forecast; and (e) communicate our financial performance to the Board of Directors, stockholders, and investment community. We provide reconciliations of the “organic change” in certain line items of the statements of operations to their nearest GAAP measures in the tables under “Results of Operations - Fiscal 2026 Year-to-Date Highlights” and “Results of Operations - Year-Over-Year Period Comparisons.” We have consistently applied the adjustments within our reconciliations in arriving at each non-GAAP measure. We believe these non-GAAP measures are useful to readers and investors because they enhance the understanding of our historical financial performance and comparability between periods. When we provide guidance for organic change in certain measures of the statements of operations we do not provide guidance for the corresponding GAAP change, as the GAAP measure will include items that are difficult to quantify or predict with reasonable certainty, such as foreign exchange, which could have a significant impact to our GAAP income statement measures.

## ***Definitions***

### **Aggregations.**

From time to time, to explain our results of operations or to highlight trends and uncertainties affecting our business, we aggregate markets according to stage of economic development as defined by the International Monetary Fund (IMF), and we aggregate brands by beverage alcohol category. Below, we define the geographic and brand aggregations used in this report.

#### ***Geographic Aggregations.***

In “Results of Operations - Fiscal 2026 Year-to-Date Highlights,” we provide supplemental information for our top markets ranked by percentage of net sales. In addition to markets listed by country name, we include the following aggregations:

- *“Developed International”* markets are “advanced economies” as defined by the IMF, excluding the United States. Our top developed international markets were Germany, Australia, the United Kingdom, France, and Canada. This aggregation represents our net sales of branded products to these markets.
- *“Emerging”* markets are “emerging and developing economies” as defined by the IMF. Our top emerging markets were Mexico, Poland, Brazil, and Türkiye. This aggregation represents our net sales of branded products to these markets.
  - *“Brazil”* includes Brazil, Paraguay, Uruguay, and certain other surrounding territories.
- *“Travel Retail”* represents our net sales of branded products to global duty-free customers, other travel retail customers, and the U.S. military, regardless of customer location.
- *“Non-branded and bulk”* includes net sales of used barrels, contract bottling services, and non-branded bulk whiskey, regardless of customer location.

#### ***Brand Aggregations.***

In “Results of Operations - Fiscal 2026 Year-to-Date Highlights,” we provide supplemental information for our top brands ranked by percentage of net sales. In addition to brands listed by name, we include the following aggregations outlined below.

- “*Whiskey*” includes all whiskey spirits and whiskey-based flavored liqueurs. The brands included in this category are the Jack Daniel’s family of brands (excluding the “Ready-to-Drink” products defined below), the Woodford Reserve family of brands (Woodford Reserve), the Old Forester family of brands (Old Forester), The Glendronach, Benriach, Glenglassaugh, and Slane Irish Whiskey.
  - “*American whiskey*” includes the Jack Daniel’s family of brands (excluding the “Ready-to-Drink” products defined below), Woodford Reserve, and Old Forester.
  - “*Super-premium American whiskey*” includes Woodford Reserve, Gentleman Jack, and other super-premium Jack Daniel’s expressions.
- “*Ready-to-Drink*” includes all ready-to-drink (RTD) and ready-to-pour (RTP) products. The brands included in this category are Jack Daniel’s RTD and RTP products (JD RTD/RTP), New Mix, and other RTD/RTP products.
  - “*Jack Daniel’s RTD/RTP*” products include all RTD line extensions of Jack Daniel’s, such as Jack Daniel’s & Coca-Cola RTD, Jack Daniel’s & Cola, Jack Daniel’s Double Jack, Jack Daniel’s Country Cocktails, and other malt- and spirit-based Jack Daniel’s RTDs, along with Jack Daniel’s Winter Jack RTP.
    - “*Jack Daniel’s & Coca-Cola RTD*” includes all Jack Daniel’s & Coca-Cola RTD products and Jack Daniel’s bulk whiskey shipments for the production of these products.
- “*Tequila*” includes el Jimador, the Herradura family of brands (Herradura), and other tequilas.
- “*Rest of Portfolio*” includes Korbel California Champagnes<sup>1</sup>, Diplomático, Chambord, Gin Mare, Sonoma-Cutrer (which was divested on April 30, 2024), Finlandia Vodka (which was divested on November 1, 2023), Korbel Brandy<sup>1</sup>, Fords Gin, and other agency brands (brands we do not own, but sell in certain markets).
- “*Non-branded and bulk*” includes net sales of used barrels, contract bottling services, and non-branded bulk whiskey.
- “*Jack Daniel’s family of brands*” includes Jack Daniel’s Tennessee Whiskey (JDTW), JD RTD/RTP, Jack Daniel’s Tennessee Honey (JDTH), Gentleman Jack, Jack Daniel’s Tennessee Apple (JDTA), Jack Daniel’s Tennessee Fire (JDTF), Jack Daniel’s Tennessee Blackberry (JDTB), Jack Daniel’s Single Barrel Collection (JDSB), Jack Daniel’s Sinatra Select, Jack Daniel’s Bonded Tennessee Whiskey, Jack Daniel’s Bonded Rye Tennessee Whiskey, Jack Daniel’s Triple Mash Blended Straight Whiskey, Jack Daniel’s American Single Malt, Jack Daniel’s 12 Year Old, Jack Daniel’s 14 Year Old, Jack Daniel’s 10 Year Old, and other Jack Daniel’s expressions.

#### Other Metrics.

- “*Shipments.*” We generally record revenues when we ship or deliver our products to our customers. In this report, unless otherwise specified, we refer to shipments when discussing volume.
- “*Depletions.*” This metric is commonly used in the beverage alcohol industry to describe volume. Depending on the context, depletions usually means either (a) where Brown-Forman is the distributor, shipments directly to retail or wholesale customers or (b) where Brown-Forman is not the distributor, shipments from distributor customers to retailers and wholesalers. We believe that depletions measure volume in a way that more closely reflects consumer demand than our shipments to distributor customers do.
- “*Consumer takeaway.*” When discussing trends in the market, we refer to consumer takeaway, a term commonly used in the beverage alcohol industry that refers to the purchase of product by consumers from retail outlets, including products purchased through e-commerce channels, as measured by volume or retail sales value. This information is provided by outside parties, such as Nielsen and the National Alcohol Beverage Control Association (NABCA). Our estimates of market share or changes in market share are derived from consumer takeaway data using the retail sales value metric. We believe consumer takeaway is a leading indicator of consumer demand trends.
- “*Estimated net change in distributor inventories.*” We generally recognize revenue when our products are shipped or delivered to customers. In the United States and certain other markets, our customers are distributors that sell downstream to retailers and consumers. We believe that our distributors’ downstream sales more closely reflect actual consumer demand than do our shipments to distributors. Our shipments increase distributors’ inventories, while distributors’ depletions (as described above) reduce their inventories. Therefore, it is possible that our shipments do not coincide with distributors’ downstream depletions and merely reflect changes in distributors’ inventories. Because changes in

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<sup>1</sup>Ended the Korbel relationship effective June 30, 2025.

distributors' inventories could affect our trends, we believe it is useful for investors to understand those changes in the context of our operating results.

We perform the following calculation to determine the "estimated net change in distributor inventories":

- For both the current-year period and the comparable prior-year period, we calculate a "depletion-based" amount by (a) dividing the organic dollar amount (e.g. organic net sales) by the corresponding shipment volumes to arrive at a shipment per case amount, and (b) multiplying the resulting shipment per case amount by the corresponding depletion volumes. We subtract the year-over-year percentage change of the "depletion-based" amount from the year-over-year percentage change of the organic amount to calculate the "estimated net change in distributor inventories."
- A positive difference is interpreted as a net increase in distributors' inventories, which implies that organic trends could decrease as distributors reduce inventories; whereas, a negative difference is interpreted as a net decrease in distributors' inventories, which implies that organic trends could increase as distributors rebuild inventories.

### **Important Information on Forward-Looking Statements:**

This report contains statements, estimates, and projections that are "forward-looking statements" as defined under U.S. federal securities laws. Words such as "aim," "ambition," "anticipate," "aspire," "believe," "can," "continue," "could," "envision," "estimate," "expect," "expectation," "intend," "may," "might," "plan," "potential," "project," "pursue," "see," "seek," "should," "will," "would," and similar words indicate forward-looking statements, which speak only as of the date we make them. Except as required by law, we do not intend to update or revise any forward-looking statement, whether as a result of new information, future events, or otherwise. By their nature, forward-looking statements involve risks, uncertainties, and other factors (many beyond our control) that could cause our actual results to differ materially from those expressed in or implied by the forward-looking statements. These risks and uncertainties include, but are not limited to:

- Our substantial dependence upon the continued growth of the Jack Daniel's family of brands
- Substantial competition from new entrants, consolidations by competitors and retailers, and other competitive activities, such as pricing actions (including price reductions, promotions, discounting, couponing, or free goods), marketing, category expansion, product introductions, or entry or expansion in our geographic markets or distribution networks
- Disruption of our distribution network or inventory fluctuations in our products by distributors, wholesalers, or retailers
- Risks from changes to the trade policies, tariffs and import and export regulations of the U.S. or foreign governments and the effectiveness of our actions to mitigate the negative impact on our margins, sales, and/or distributors
- Changes in consumer preferences, consumption, or purchase patterns – particularly away from larger producers in favor of small distilleries or local producers, or away from brown spirits, our premium products, or spirits generally, and our ability to anticipate or react to them; further legalization of marijuana; bar, restaurant, travel, or other on-premise declines; shifts in demographic or health and wellness trends; or unfavorable consumer reaction to new products, line extensions, package changes, product reformulations, or other product innovation
- Route-to-consumer changes that affect the timing of our sales, temporarily disrupt the marketing or sale of our products, or result in higher fixed costs
- Production facility, aging warehouse, or supply chain disruption
- Imprecision in supply/demand forecasting
- Higher costs, lower quality, or unavailability of energy, water, raw materials, product ingredients, or labor
- Risks associated with acquisitions, dispositions, business partnerships, or investments – such as acquisition integration, termination difficulties or costs, or impairment in recorded value
- Unfavorable global or regional economic conditions and related economic slowdowns or recessions, low consumer confidence, high unemployment, weak credit or capital markets, budget deficits, burdensome government debt, austerity measures, higher interest rates, higher taxes, political instability, higher inflation, deflation, lower returns on pension assets, or lower discount rates for pension obligations
- Impact of health epidemics and pandemics, and the risk of the resulting negative economic impacts and related governmental actions
- Product recalls or other product liability claims, product tampering, contamination, or quality issues
- Negative publicity related to our company, products, brands, marketing, executive leadership, employees, Board of Directors, family stockholders, operations, business performance, or prospects
- Failure to attract or retain key executive or employee talent
- Risks associated with being a U.S.-based company with a global business, including commercial, political, and financial risks; local labor policies and conditions; compliance with local trade practices and other regulations; terrorism, kidnapping, extortion, or other types of violence; and health pandemics
- Failure to comply with anti-corruption laws, trade sanctions and restrictions, or similar laws or regulations

- Fluctuations in foreign currency exchange rates, particularly due to a stronger U.S. dollar
- Changes in laws, regulatory measures, or governmental policies, especially those affecting production, importation, marketing, labeling, pricing, distribution, sale, or consumption of our beverage alcohol products
- Tax rate changes (including excise, corporate, sales or value-added taxes, property taxes, payroll taxes, import and export duties, and tariffs) or changes in related reserves, changes in tax rules or accounting standards, and the unpredictability and suddenness with which they can occur
- Decline in the social acceptability of beverage alcohol in significant markets
- Significant additional labeling or warning requirements or limitations on availability of our beverage alcohol products
- Counterfeiting and inadequate protection of our intellectual property rights
- Significant legal disputes and proceedings, or government investigations
- Cyber breach or failure or corruption of our key information technology systems or those of our suppliers, customers, or direct and indirect business partners, or failure to comply with personal data protection laws
- Our status as a family “controlled company” under New York Stock Exchange rules, and our dual-class share structure

For further information on these and other risks, please see the risks and uncertainties described in Part I, Item 1A. Risk Factors of our 2025 Form 10-K, and those described from time to time in our reports on Form 10-Q filed with the SEC.

## Overview

Unless otherwise indicated, all related commentary is on a reported basis and is for the three months ended July 31, 2025 compared to the same period last year.

### *Divestitures*

During the fourth quarter of fiscal 2024, we sold the Sonoma-Cutrer wine business and entered into a TSA, which ended in August 2024. The absence of the brand negatively impacted our net sales and operating income, though positively impacted our gross margin for the three months ended July 31, 2025.

During the first quarter of fiscal 2026, we concluded the Korbel relationship, effective June 30, 2025. This had an immaterial impact on our net sales and operating income for the three months ended July 31, 2025, though we expect it to negatively impact our net sales and operating income for the remainder of fiscal 2026.

### *Restructuring Initiative*

During the third quarter of fiscal 2025, our Board of Directors approved a plan to reduce our structural cost base and realign resources toward future sources of growth. This included reducing our workforce by approximately 12% and closing the Louisville-based Brown-Forman Cooperage. We also offered a special, one-time early retirement benefit to qualifying U.S. employees. During the first quarter of fiscal 2026, we incurred additional restructuring charges associated with this initiative and completed the sale of the Brown-Forman Cooperage facility and related assets. Collectively, these actions negatively impacted our operating expenses and operating income for the three months ended July 31, 2025. See Note 6 to the Condensed Consolidated Financial Statements for more information.

### *United States Distributor Evolution*

During the first quarter of fiscal 2026, we transitioned our portfolio distribution in the state of California, effective May 1, 2025, and we announced the upcoming transition in 13 additional markets across the United States, effective August 1, 2025. Net sales for the three months ended July 31, 2025 were positively impacted due to a net increase in distributor inventories related to the transition, which we expect to normalize in the remainder of fiscal 2026.

### *Fiscal 2026 Year-to-Date Highlights*

During the three months ended July 31, 2025, the operating environment remained challenging due to ongoing macroeconomic and geopolitical uncertainties, which we believe negatively impacted consumer confidence and reduced discretionary spending in many of our top markets.

- We delivered net sales of \$924 million for the three months ended July 31, 2025, a decrease of 3%. The decrease was driven by the negative effect of acquisitions and divestitures and the negative effect of foreign exchange, partially offset by higher volumes.
  - From a brand perspective, net sales declines were led by the Sonoma-Cutrer divestiture, JDTW, and used barrel sales, partially offset by the distributor inventory build in preparation for the launch of JDTB in the United States.
  - From a geographic perspective, the declines in net sales in the United States and developed international markets were partially offset by growth in emerging markets and Travel Retail.
- We delivered gross profit of \$552 million for the three months ended July 31, 2025, a decrease of 2%. Gross margin increased 0.4 percentage points to 59.8% from 59.4% in the same period last year. The increase in gross margin was driven by the positive effect of acquisitions and divestitures, partially offset by higher costs, unfavorable price/mix, and the negative effect of foreign exchange.
- We delivered operating income of \$260 million for the three months ended July 31, 2025, a decrease of 7%, driven by (a) the negative effect of foreign exchange, (b) the absence of the prior-year franchise tax refund, (c) the impact of the restructuring initiative, (d) the decline in gross profit, and (e) the negative effect of acquisitions and divestitures. These declines were partially offset by the benefit of the substitution drawback claims and lower SG&A and advertising expenses.
- We delivered diluted earnings per share of \$0.36 for the three months ended July 31, 2025, a decrease of 13% from the \$0.41 reported for the same period last year, driven by the decrease in operating income and an increase in non-operating postretirement expense.

## Summary of Operating Performance

(Dollars in millions)	Three Months Ended July 31,			
	2024	2025	Reported Change	Organic Change <sup>1</sup>
Net sales	\$ 951	\$ 924	(3%)	1%
Cost of sales	386	372	(4%)	5%
Gross profit	565	552	(2%)	(2%)
Advertising	126	120	(4%)	(3%)
SG&A	188	177	(6%)	(7%)
Restructuring and other charges	—	12	nm <sup>4</sup>	nm <sup>4</sup>
Other expense (income), net	(30)	(17)	nm <sup>4</sup>	nm <sup>4</sup>
Operating income	281	260	(7%)	2%
<i>Total operating expenses<sup>2</sup></i>	\$ 284	\$ 292	3%	(5%)
<i>As a percentage of net sales<sup>3</sup></i>				
<i>Gross profit</i>	59.4 %	59.8 %	0.4 pp	
<i>Operating income</i>	29.6 %	28.2 %	(1.4) pp	
Non-operating postretirement expense	\$ —	\$ 19	nm <sup>4</sup>	
Interest expense, net	\$ 28	\$ 21	(23%)	
<i>Effective tax rate</i>	23.1 %	22.5 %	(0.6) pp	
Diluted earnings per share	\$ 0.41	\$ 0.36	(13%)	

Note: Totals may differ due to rounding

<sup>1</sup>See “Non-GAAP Financial Measures” above for details on our use of “organic change,” including how we calculate these measures and why we believe this information is useful to readers.

<sup>2</sup>Operating expenses include advertising expense, SG&A expense, restructuring and other charges, and other expense (income), net.

<sup>3</sup>Year-over-year changes in percentages are reported in percentage points (pp).

<sup>4</sup>Percentage change is not meaningful.

## Results of Operations – Fiscal 2026 Year-to-Date Highlights

### Market Highlights

The following table provides supplemental information for our largest markets. We discuss results of the markets most affecting our performance below the table. Unless otherwise indicated, all related commentary is on a reported basis and is for the three months ended July 31, 2025 compared to the same period last year.

### Top Markets

Geographic area <sup>1</sup>	Net Sales % Change vs. Prior Year Period			
	Reported	Acquisitions and Divestitures	Foreign Exchange	Organic <sup>2</sup>
<b>United States</b>	<b>(8%)</b>	<b>6%</b>	<b>—%</b>	<b>(2%)</b>
<b>Developed International</b>	<b>(8%)</b>	<b>1%</b>	<b>(1%)</b>	<b>(9%)</b>
<i>Germany</i>	(10%)	1%	(3%)	(13%)
<i>Australia</i>	(4%)	(1%)	3%	(1%)
<i>United Kingdom</i>	(16%)	1%	—%	(16%)
<i>France</i>	(5%)	—%	(3%)	(8%)
<i>Canada</i>	(62%)	2%	—%	(59%)
<i>Rest of Developed International</i>	1%	1%	(3%)	(2%)
<b>Emerging</b>	<b>20%</b>	<b>1%</b>	<b>3%</b>	<b>25%</b>
<i>Mexico</i>	14%	—%	9%	22%
<i>Poland</i>	10%	5%	(10%)	6%
<i>Brazil</i>	31%	—%	(1%)	30%
<i>Türkiye</i>	11%	—%	27%	39%
<i>Rest of Emerging</i>	27%	2%	(2%)	26%
<b>Travel Retail</b>	<b>8%</b>	<b>—%</b>	<b>(2%)</b>	<b>7%</b>
<b>Non-branded and bulk</b>	<b>(44%)</b>	<b>—%</b>	<b>—%</b>	<b>(44%)</b>
<b>Total</b>	<b>(3%)</b>	<b>3%</b>	<b>—%</b>	<b>1%</b>

Note: Results may differ due to rounding

<sup>1</sup>See “Definitions” above for definitions of market aggregations presented here.

<sup>2</sup>See “Non-GAAP Financial Measures” above for details on our use of “organic change” in net sales, including how we calculate this measure and why we believe this information is useful to readers.

The **United States**’ net sales declined 8% driven by the absence of the Sonoma-Cutrer prior-year TSA, lower volumes of JDTW and Herradura, and the end of the Korbelt relationship. These declines were partially offset by the distributor inventory build in preparation for both the launch of JDTB and the distributor transitions to occur in the second quarter of fiscal 2026.

### Developed International

- In a challenging economic environment, **Germany**’s net sales decreased 10% driven by JDTW declines, partially offset by the positive effect of foreign exchange.
- **Australia**’s net sales declined 4% driven by the negative effect of foreign exchange.
- The **United Kingdom**’s net sales declined 16% driven by lower volumes of JDTW. The decline reflects soft consumer demand for the whiskey category impacted by macroeconomic and geopolitical uncertainty.
- **France**’s net sales declined 5% driven by lower JDTW volumes, partially offset by the positive effect of foreign exchange.
- **Canada**’s net sales decreased 62% driven by volumetric declines of our American whiskey portfolio and JD RTDs due to the removal of American-made alcohol from retail shelves in most of its provinces.

- Net sales in the **Rest of Developed International** increased 1% led by the distribution of new agency brands in Japan, the improved net pricing due to the transition to owned distribution in Italy, and the positive effect of foreign exchange. The increases were partially offset by lower volumes of JDTW in Japan, South Korea, and Belgium, as well as an estimated net decrease in distributor inventories related to the transition to owned distribution in Italy.

#### **Emerging**

- **Mexico's** net sales increased 14% driven by growth of New Mix and the distribution of new agency brands. This growth was partially offset by the negative effect of foreign exchange along with lower volumes of our tequilas as consumer preferences shifted to lower-priced products.
- **Poland's** net sales increased 10% driven by the positive effect of foreign exchange and growth of JDTW due to increased consumer-led demand, partially offset by the divestiture of Finlandia.
- **Brazil's** net sales increased 31% driven by the growth of JDTW and JDTA, reflecting continued distribution expansion and an estimated net increase in distributor inventories.
- **Türkiye's** net sales increased 11%, driven by higher prices across our portfolio, led by JDTW, in response to high inflation, partially offset by the negative effect of foreign exchange.
- Net sales in the **Rest of Emerging** increased 27%, driven by higher volumes across the rest of Latin America, led by el Jimador; higher volumes of Jack Daniel's family of brands, led by the United Arab Emirates due to an estimated net increase in distributor inventories; and the positive effect of foreign exchange.

**Travel Retail's** net sales increased 8% due to higher volumes of JDTW and Gin Mare, partially timing related, as well as the positive effect of foreign exchange.

**Non-branded and bulk's** net sales decreased 44% driven by the decline of used barrel sales as demand and pricing adjusted to levels that reflect the current challenging and uncertain operating environment for our industry.

## Brand Highlights

The following table provides supplemental information for our largest brands. We discuss results of the brands most affecting our performance below the table. Unless otherwise indicated, all related commentary is on a reported basis and is for the three months ended July 31, 2025 compared to the same period last

### Major Brands

Three months ended July 31, 2025

Product category / brand family / brand <sup>1</sup>	Net Sales % Change vs. Prior Year Period			
	Reported	Acquisitions and Divestitures	Foreign Exchange	Organic <sup>2</sup>
<b>Whiskey</b>	—%	—%	—%	—%
JDTW	(4%)	—%	—%	(4%)
JDTH	(3%)	—%	(1%)	(4%)
Gentleman Jack	8%	—%	3%	11%
JDTA	18%	—%	(2%)	16%
JDTF	(4%)	—%	—%	(4%)
Woodford Reserve	(2%)	—%	—%	(1%)
Old Forester	8%	—%	—%	8%
Rest of Whiskey	33%	—%	1%	34%
<b>Ready-to-Drink</b>	<b>6%</b>	<b>—%</b>	<b>3%</b>	<b>9%</b>
JD RTD/RTP	(2%)	—%	—%	(1%)
New Mix	26%	—%	10%	36%
<b>Tequila</b>	<b>(1%)</b>	<b>—%</b>	<b>1%</b>	<b>1%</b>
el Jimador	14%	—%	1%	16%
Herradura	(16%)	—%	1%	(15%)
<b>Rest of Portfolio</b>	<b>(27%)</b>	<b>44%</b>	<b>—%</b>	<b>17%</b>
<b>Non-branded and bulk</b>	<b>(44%)</b>	<b>—%</b>	<b>—%</b>	<b>(44%)</b>

Note: Results may differ due to rounding

year.

<sup>1</sup>See “Definitions” above for definitions of brand aggregations presented here.

<sup>2</sup>See “Non-GAAP Financial Measures” above for details on our use of “organic change” in net sales, including how we calculate this measure and why we believe this information is useful to readers.

### Whiskey

- Net sales for **JDTW** declined 4% led by lower volumes in the United States, Germany, and the United Kingdom, partially offset by volumetric growth in Brazil along with higher prices in Türkiye in response to high inflation. An estimated net increase in distributor inventories in our emerging markets, led by the United Arab Emirates, positively impacted net sales.
- Net sales for **JDTH** declined 3% driven by lower volumes in developed international markets and the United States, partially offset by higher volumes in emerging markets, led by Chile, and the positive effect of foreign exchange.
- Net sales for **Gentleman Jack** increased 8% led by higher prices and volumes in Türkiye and volumetric growth in Germany, partially offset by the negative effect of foreign exchange.
- Net sales for **JDTA** increased 18% driven by broad-based growth in emerging markets, led by Brazil, which was partially due to an estimated net increase in distributor inventories, and the positive effect of foreign exchange. These increases were partially offset by declines in South Korea.
- Net sales for **JDTF** declined 4% driven by lower volumes in the United States.
- **Woodford Reserve’s** net sales declined 2% driven by lower volumes in the United States, partially due to the distributor transitions, and the removal of American-made alcohol from retail shelves in most Canadian provinces. These declines were partially offset by favorable mix in the United States.

- **Old Forester's** net sales increased 8% driven by favorable product mix and higher volumes in the United States, reflecting the distributor inventory build in preparation for the the distributor transitions to occur in the second quarter of fiscal 2026.
- Net sales for **Rest of Whiskey** increased 33% driven by the distributor inventory build in preparation for the launch of JDTB, partially offset by lower volumes of other super-premium Jack Daniel's expressions.

#### **Ready-to-Drink**

- Net sales for the **JD RTD/RTP** brands declined 2% driven by lower volumes in Canada due to the removal of American-made alcohol from retail shelves in most of its provinces. These declines were partially offset by higher volumes in the United States, along with growth of Jack Daniel's bulk whiskey shipments for the production of Jack Daniel's & Coca-Cola RTD products.
- **New Mix** net sales increased 26% driven by strong growth in Mexico with market share gains in a growing category, partially offset by the negative effect of foreign exchange.

#### **Tequila**

- **el Jimador's** net sales increased 14% driven by higher volumes in the United States due to the roll-out of the new bottle design, inventory build ahead of the distributor transitions in 13 states, and the new innovation launch of the Cristalino expression.
- **Herradura's** net sales declined 16% driven by lower volumes in the United States.

Net sales for **Rest of Portfolio** declined 27% driven by the absence of Sonoma-Cutrer and Finlandia prior-year TSAs and the net decrease in distributor inventories due to the end of the Korbel relationship. These declines were partially offset by the distribution of new agency brands in Japan and Mexico, along with growth of Gin Mare in Italy partially due to the transition to owned distribution.

**Non-branded and bulk's** net sales decreased 44% driven by the decline of used barrel sales as demand and pricing adjusted to levels that reflect the current challenging and uncertain operating environment for our industry.

### Year-Over-Year Period Comparisons

Unless otherwise indicated, all related commentary is on a reported basis and is for the three months ended July 31, 2025 compared to the same period last year.

#### Net Sales

Percentage change versus the prior year period ended July 31	3 Months		
	Volume	Price/mix	Total
Change in reported net sales	3%	(6%)	(3%)
Acquisitions and divestitures	3%	—%	3%
Foreign exchange	—%	—%	—%
Change in organic net sales	6%	(5%)	1%

Note: Results may differ due to rounding

For the three months ended July 31, 2025, net sales were \$924 million, a decrease of \$27 million, or 3%, as unfavorable price/mix was partially offset by higher volumes. Volume increased 3% driven by higher volumes of New Mix as well as the United States distributor inventory build in preparation for both the launch of JDTB and the distributor transitions to occur in the second quarter of fiscal 2026, partially offset by the divestiture of Sonoma-Cutrer and lower volumes of JDTW. Price/mix declined 6% driven by unfavorable portfolio mix from New Mix and lower sales of used barrels, partially offset by the positive portfolio mix impact from JDTB. See “Results of Operations - Fiscal 2026 Year-to-Date Highlights” above for further details on net sales for the three months ended July 31, 2025.

#### Cost of Sales

Percentage change versus the prior year period ended July 31	3 Months		
	Volume	Cost/mix	Total
Change in reported cost of sales	3%	(7%)	(4%)
Acquisitions and divestitures	3%	6%	9%
Foreign exchange	—%	(1%)	(1%)
Change in organic cost of sales	6%	(1%)	5%

Note: Results may differ due to rounding

For the three months ended July 31, 2025, cost of sales were \$372 million, a decrease of \$14 million, or 4%, as favorable cost/mix was partially offset by higher volumes. Volume increased 3% driven by higher volumes of New Mix as well as the United States distributor inventory build in preparation for both the launch of JDTB and the distributor transitions to occur in the second quarter of fiscal 2026, partially offset by the divestiture of Sonoma-Cutrer and lower volumes of JDTW. Cost/mix declined 7% driven by the divestiture of Sonoma-Cutrer and the favorable portfolio mix from New Mix, partially offset by the negative effect of foreign exchange, higher input costs, and unfavorable fixed cost absorption related to decreased production of our full-strength portfolio.

### Gross Profit

Percentage change versus the prior year period ended July 31

	3 Months
Change in reported gross profit	(2%)
Acquisitions and divestitures	(1%)
Foreign exchange	1%
Change in organic gross profit	(2%)

Note: Results may differ due to rounding

### Gross Margin

For the period ended July 31

	3 Months
Prior year gross margin	59.4%
Price/mix	(0.5%)
Cost	(0.9%)
Acquisitions and divestitures	2.4%
Foreign exchange	(0.5%)
Change in gross margin	0.4 %
Current year gross margin	59.8%

Note: Results may differ due to rounding

For the three months ended July 31, 2025, gross profit totaled \$552 million, a decrease of \$12 million, or 2%. Gross margin increased 0.4 percentage points to 59.8% from 59.4% in the same period last year. The increase in gross margin was driven by the positive effect of acquisitions and divestitures, partially offset by higher costs, unfavorable price/mix, and the negative effect of foreign exchange.

### Operating Expenses

Percentage change versus the prior year period ended July 31

3 Months	Reported	Acquisitions and Divestitures	Other Items <sup>1</sup>	Foreign Exchange	Organic
Advertising	(4%)	2%	—%	(1%)	(3%)
SG&A	(6%)	—%	(1%)	(1%)	(7%)
<b>Total operating expenses<sup>2</sup></b>	<b>3%</b>	<b>(3%)</b>	<b>(3%)</b>	<b>(2%)</b>	<b>(5%)</b>

Note: Results may differ due to rounding

<sup>1</sup>“Other items” includes “substitution drawback claims,” “franchise tax refund,” and “restructuring initiative.” See “Non-GAAP Financial Measures” above for additional details.

<sup>2</sup>Operating expenses include advertising expense, SG&A expense, restructuring and other charges, and other expense (income), net.

For the three months ended July 31, 2025, operating expenses totaled \$292 million, an increase of \$8 million, or 3%. The increase in operating expenses was primarily driven by (a) the absence of the prior-year franchise tax refund, (b) the absence of the prior-year gain on sale of the Alabama cooperage, (c) the impact of the restructuring initiative, and (d) the negative effect of foreign exchange, partially offset by the benefit of the substitution drawback claims and lower SG&A and advertising expenses.

- Advertising expense decreased 4% for the three months ended July 31, 2025 led by lower JDWTW spend and lower spend resulting from the end of the Korbel relationship, partially offset by the negative effect of foreign exchange.
- SG&A expense decreased 6% for the three months ended July 31, 2025 driven by lower compensation-and-benefit-related expenses, partially offset by the negative effect of foreign exchange and legal fees related to the substitution drawback claims.

## Operating Income

Percentage change versus the prior year period ended July 31

	<b>3 Months</b>
Change in reported operating income	(7%)
Acquisitions and divestitures	2%
Other items <sup>1</sup>	3%
Foreign exchange	5%
Change in organic operating income	2%

Note: Results may differ due to rounding

<sup>1</sup>“Other items” includes “substitution drawback claims,” “franchise tax refund,” and “restructuring initiative.” See “Non-GAAP Financial Measures” above for additional details.

For the three months ended July 31, 2025, operating income totaled \$260 million, a decrease of \$21 million, or 7%. Operating margin decreased 1.4 percentage points to 28.2% from 29.6% in the same period last year driven by (a) the negative effect of foreign exchange, (b) the absence of the prior-year franchise tax refund, (c) the impact of the restructuring initiative, (d) the decline in gross profit, and (e) the negative effect of acquisitions and divestitures. These declines were partially offset by the benefit of the substitution drawback claims and lower SG&A and advertising expenses.

The **effective tax rate** for the three months ended July 31, 2025 was 22.5% compared to 23.1% for the same period last year. The decrease in our effective tax rate was driven by the lower impact of state taxes and the absence of the impact of increased valuation allowances in the prior period, partially offset by the unfavorable year-over-year impact of prior fiscal year true-ups.

**Diluted earnings per share** of \$0.36 for the three months ended July 31, 2025, decreased 13% from the \$0.41 reported for the same period last year driven by the decrease in operating income and an increase in non-operating postretirement expense.

## Fiscal 2026 Outlook

Below we discuss our outlook for fiscal 2026, which reflects the trends, developments, and uncertainties (including those described above) that we expect to affect our business.

We continue to anticipate the operating environment for fiscal 2026 to be challenging, with low visibility due to macroeconomic and geopolitical volatility as we face headwinds from consumer uncertainty, the potential impact from currently unknown tariffs, and lower non-branded sales of used barrels. We remain focused on building our business for the long term and navigating the current environment at pace with strategic initiatives in fiscal 2026 that we believe will unlock future growth led by the significant evolution of our U.S. distribution, the restructuring initiative, and meaningful new product innovation. Accordingly, we reiterate the following expectation for fiscal 2026:

- Organic net sales decline in the low-single digit range.
- Organic operating income decline in the low-single digit range.
- Our effective tax rate to be in the range of approximately 21% to 23%.
- Capital expenditures planned to be in the range of \$125 to \$135 million.

## Liquidity and Financial Condition

*Liquidity.* We generate strong cash flows from operations, which enable us to meet current obligations, fund capital expenditures, and return cash to our stockholders through regular dividends and, from time to time, through share repurchases and special dividends. We believe our investment-grade credit ratings (A1 by Moody's and A- by Standard & Poor's) provide us with financial flexibility when accessing global debt capital markets and allow us to reserve adequate debt capacity for investment opportunities and unforeseen events.

Our cash flows from operations are supplemented by our cash and cash equivalent balances, as well as access to other liquidity sources. Cash and cash equivalents were \$444 million at April 30, 2025, and \$471 million at July 31, 2025. As of July 31, 2025, approximately 54% of our cash and cash equivalents were held by our foreign subsidiaries whose earnings we expect to reinvest indefinitely outside of the United States. We continue to evaluate our future cash requirements and may decide to repatriate additional cash held by our foreign subsidiaries, which may require us to provide for and pay additional taxes.

We have a \$900 million commercial paper program that we use, together with our cash flows from operations, to fund our short-term operational needs. See Note 8 to the Condensed Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report for outstanding commercial paper balances, interest rates, and days to maturity at April 30, 2025, and July 31, 2025. The average balances, interest rates, and original maturities during the periods ended July 31, 2024 and 2025, are presented below.

(Dollars in millions)	Three Months Average	
	July 31,	
	2024	2025
Average commercial paper (par amount)	\$438	\$288
Average interest rate	5.52%	4.60%
Average days to maturity at issuance	29	29

Our commercial paper program is supported by available commitments under our \$900 million bank credit facility that expires on May 26, 2029. Although unlikely, under extreme market conditions, one or more participating banks may not be able to fund its commitments under our credit facility. To manage this counterparty credit risk, we partner with banks that have investment grade credit ratings, limit the amount of exposure we have with each bank, and monitor each bank's financial conditions.

Our most significant short-term cash requirements relate primarily to funding our operations (such as expenditures for raw materials, production and distribution, advertising and promotion, and current taxes), repayment of our notes maturing in July 2026, dividend payments, and capital investments. We expect to meet our planned short-term liquidity needs through cash generated from operations and borrowings under our commercial paper program. If we have additional liquidity needs, we believe that we could access financing in the capital markets. Our most significant longer-term cash requirements primarily include payments related to our long-term debt, employee benefit obligations, and deferred tax liabilities.

We believe our current liquidity position, supplemented by our ability to generate positive cash flows from operations in the future, and our ample debt capacity enabled by our strong short-term and long-term credit ratings, will be sufficient to meet all of our expected future short- and long-term financial commitments.

*Cash flows.* Cash provided by operations of \$160 million during the three months ended July 31, 2025, increased \$143 million from the same period last year, reflecting lower working capital requirements, offset partially by lower earnings.

Cash provided by investing activities was \$2 million during the three months ended July 31, 2025, compared to \$10 million provided by investing activities during the same period last year. The \$8 million decrease largely reflects an \$18 million decrease in proceeds from cooperage asset sales (\$51 million from the sale of our Alabama cooperage assets in May 2024; \$33 million from the sale of our Brown-Forman Cooperage assets in May 2025), partially offset by a \$10 million decline in capital expenditures.

Cash used for financing activities was \$138 million during the three months ended July 31, 2025, compared to \$51 million in cash used for financing activities during the same prior-year period. The \$87 million increase largely reflects an \$84 million increase in net repayments of short-term borrowings.

*Dividends.* See Note 9 to the Condensed Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report for information about cash dividends declared per share on our Class A and Class B common stock during fiscal 2026.

*Item 3. Quantitative and Qualitative Disclosures about Market Risk*

We face market risks arising from changes in foreign currency exchange rates, commodity prices, and interest rates. Foreign currency fluctuations affect our net investments in foreign subsidiaries and foreign currency-denominated cash flows. Commodity price changes can affect our production and supply chain costs. Interest rate changes affect (a) the fair value of our fixed-rate debt and (b) cash flows and earnings related to our variable-rate debt and interest-bearing investments. We manage market risks through procurement strategies as well as the use of derivative and other financial instruments. Our risk management program is governed by policies that authorize and control the nature and scope of transactions that we use to mitigate market risks. Since April 30, 2025, there have been no material changes to the market risks faced by us or to our risk management program as disclosed in our 2025 Form 10-K.

*Item 4. Controls and Procedures*

*Evaluation of Disclosure Controls and Procedures.* Our management, with the participation of our Chief Executive Officer (CEO) and Chief Financial Officer (CFO) (our principal executive and principal financial officers), has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (Exchange Act)), as of the end of the period covered by this report. Based on that evaluation, our CEO and CFO concluded that our disclosure controls and procedures: (a) are effective to ensure that information required to be disclosed by the Company in the reports filed or submitted under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms; and (b) include controls and procedures designed to ensure that information required to be disclosed by the Company in such reports is accumulated and communicated to the Company's management, including the CEO and the CFO, as appropriate, to allow timely decisions regarding required disclosure.

*Changes in Internal Control over Financial Reporting.* There has been no change in our internal control over financial reporting during the most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

## PART II - OTHER INFORMATION

### Item 1. Legal Proceedings

We operate in a litigious environment and we are sued in the normal course of business. We do not anticipate that any pending legal proceedings will have, individually or in the aggregate, a material adverse effect on our financial position, results of operations, or liquidity.

### Item 1A. Risk Factors

In addition to the other information set forth in this report, you should carefully consider the risks and uncertainties discussed in Part I, Item 1A. Risk Factors in our 2025 Form 10-K, which could materially adversely affect our business, financial condition, or future results. There have been no material changes to the risk factors disclosed in our 2025 Form 10-K.

### Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

### Item 3. Defaults Upon Senior Securities

None.

### Item 4. Mine Safety Disclosures

Not applicable.

### Item 5. Other Information

During the three months ended July 31, 2025, no director or officer of the Company adopted or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement,” as each term is defined in Item 408(a) of Regulation S-K.

### Item 6. Exhibits

The following documents are filed with this report:

#### **Exhibit Index**

10.1	<a href="#">Fiscal 2026 Form of Performance-Based Restricted Stock Unit Award Agreement*</a>
10.2	<a href="#">Fiscal 2026 Form of Employee Stock-Settled Stock Appreciation Right Award Agreement*</a>
10.3	<a href="#">Brown-Forman Corporation 2025 Amended and Restated Supplemental Executive Retirement Plan*</a>
10.4	<a href="#">Brown-Forman Corporation Amended and Restated Non-Employee Director Deferred Stock Unit Program*</a>
31.1	<a href="#">CEO Certification pursuant to Section 302 of Sarbanes-Oxley Act of 2002.</a>
31.2	<a href="#">CFO Certification pursuant to Section 302 of Sarbanes-Oxley Act of 2002.</a>
32	<a href="#">CEO and CFO Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (not considered to be filed).</a>
101	The following materials from Brown-Forman Corporation's Quarterly Report on Form 10-Q for the quarter ended July 31, 2025, in Inline XBRL (eXtensible Business Reporting Language) format: (a) Condensed Consolidated Statements of Operations, (b) Condensed Consolidated Statements of Comprehensive Income, (c) Condensed Consolidated Balance Sheets, (d) Condensed Consolidated Statements of Cash Flows, and (e) Notes to the Condensed Consolidated Financial Statements.
104	Cover Page Interactive Data File in Inline XBRL format (included in Exhibit 101).

\* Indicates management contract, compensatory plan, or arrangement.

**SIGNATURES**

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

**BROWN-FORMAN CORPORATION**

(Registrant)

Date: August 28, 2025

By: /s/ Leanne D. Cunningham

Leanne D. Cunningham

Executive Vice President  
and Chief Financial Officer

(On behalf of the Registrant and  
as Principal Financial Officer)

**BROWN-FORMAN**  
**2022 OMNIBUS COMPENSATION PLAN**  
**PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD**

SUMMARY	
Participant:	[_____]
Award Date:	[_____]
Performance Period	May 1, [____] through April 30, [____]
Target Number of RSUs:	[_____]
Threshold Number of RSUs:	50% of Target Number of RSUs
Maximum Number of RSUs:	150% of Target Number of RSUs

THIS PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD, effective as of the Award Date set forth in the table above, represents a grant of Performance-Based Restricted Stock Units (“*RSUs*”), by Brown-Forman Corporation, a Delaware corporation (the “*Company*”), under the Brown-Forman 2022 Omnibus Compensation Plan (the “*Plan*”) to the employee of the Company or an Affiliate named above (“*Participant*”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

**1. Grant of Restricted Stock Units.** The Company hereby grants to the Participant that target number of RSUs set forth in the table above. Each RSU represents the right to receive one share of the Company’s Class B Common Stock, \$0.15 par value per share (“*Share(s)*”), subject to the additional terms and conditions set forth in this Performance-Based Restricted Stock Unit Award (the “*Award*”) and the Plan. For purposes of this Award, “*Common Stock*” means a share of common stock of the Company. The RSUs are granted pursuant to Section 7.3 of the Plan as “market value units” (“*MVUs*”), and for purposes of the Plan, shall be designated and treated as MVUs under the Plan.

**2. Performance-Based Vesting and Settlement.** The number of Shares, if any, that may be issued pursuant to the terms of this Award will be calculated based on the attainment, as determined by the Plan Administrator, of the performance goals described in Exhibit A to this Award (the “*Performance Goals*”) over the Performance Period set forth in the table above, which number of Shares may be equal to all or a portion, including none, of the Maximum Number of RSUs set forth in the table above. Promptly following the completion of the Performance Period the Plan Administrator will review and certify in writing (i) whether, and to what extent, the Performance Goals for the Performance Period have been achieved, and (ii) the number of RSUs (rounded up to the nearest whole number), if any, that will vest (or, in the case of vesting under Section 4.1 or Section 4.3, will be eligible to vest) as of the date of such certification (the “*Certification Date*”), based on the extent to which the Performance Goals have been satisfied (any such number of RSUs, the “*Realized RSUs*”). Unless otherwise provided in Appendix B, Realized RSUs will be settled in Shares promptly following the Certification Date and in no event later than seventy-five (75) days following the end of the Performance Period.

The Plan Administrator’s determinations pursuant to this Section 2 shall be final, conclusive and binding. Except as provided in Section 4 or in Section 5 below, the Participant must remain continuously employed by the Company or an Affiliate (the “*Employer*”) from the Award Date and extending through to the last day of the Performance Period in order to vest in the Realized RSUs.

Notwithstanding the foregoing, and subject to achievement of the Operating Income Metric (as set forth in Exhibit A), the Participant shall vest in a minimum number of RSUs equal to 50% of Target Number of RSUs in the event the Participant remains continuously employed by the Company or its Affiliates from the Award Date through the last day of the Performance Period. Any RSUs that vest pursuant to this paragraph shall be considered Realized RSUs.

**3. Forfeiture.** A Participant may not vest in a number of RSUs in excess of the Realized RSUs. Accordingly, any RSUs that do not become Realized RSUs in accordance with Section 2 shall be forfeited and immediately cancelled as of the Certification Date. If the Participant terminates employment with the Employer prior to the last day of the Performance Period, unless otherwise provided in Section 4 or in Section 5, such Participant will forfeit all right, title and interest in the RSUs. If Section 4 or 5 below applies to the Participant and the Participant becomes vested in a prorated number of Realized RSU or prorated Target Number of RSUs, the balance of the Award that does not thereby become vested shall be forfeited and immediately canceled.

**4. Termination of Employment.** In the event the Participant does not remain continuously employed by the Employer until the last day of the Performance Period, the following rules will apply:

4.1 Retirement. If the Participant terminates employment by reason of Retirement (as defined below) during the first fiscal year of the Performance Period, (i) the Participant's RSUs shall continue until the Certification Date as if such Participant continued to be employed by the Employer, and (ii) if the Plan Administrator's certification of the Performance Goals on the Certification Date produces Realized RSUs, then the Participant shall vest in a prorated number of the Realized RSUs on the Certification Date. For purposes of the preceding sentence, in determining the Participant's prorated Realized RSUs, the Participant's Realized RSUs shall be reduced to the number of RSUs determined by multiplying the total Realized RSUs under the Award by a fraction, the numerator of which is the number of whole months worked during the first fiscal year of the Performance Period prior to the Participant's Retirement and the denominator of which is 12. For purposes of this paragraph and subject to achievement of the Operating Income Metric, the number of Realized RSUs shall not be less than 50% of the Target Number of RSUs.

If the Participant terminates employment by reason of Retirement during the second or third fiscal years of the Performance Period, (i) the Participant's RSUs shall continue until the Certification Date as if such Participant continued to be employed by the Employer, and (ii) if the Plan Administrator's certification of the Performance Goals on the Certification Date produces Realized RSUs, then the Participant shall vest in such Realized RSUs (without proration) on the Certification Date. Notwithstanding the foregoing, and subject to achievement of the Operating Income Metric, the Participant's Realized RSUs for purposes of this paragraph shall not be less than 50% of the Target Number of RSUs.

For purposes of this Section 4.1, "**Retirement**" means Termination (as defined below) of employment, other than by the Employer for Cause, on or after reaching age 55 with at least five (5) full years of service, or on or after reaching age 65 with any amount of service.

4.2 Death/Disability. If the Participant terminates employment by reason of death or Disability during the first fiscal year of the Performance Period, the Participant shall immediately vest in a prorated Target Number of RSUs. For purposes of the preceding sentence, in determining the Participant's prorated Target Number of RSUs, the Target Number of RSUs shall be reduced to the number of RSUs determined by multiplying the Participant's Target Number of RSUs by a fraction, the

numerator of which is the number of whole months worked during the first fiscal year of the Performance Period prior to the Participant's Termination and the denominator of which is 12. If the Participant terminates employment by reason of death or Disability during the second or third fiscal years of the Performance Period, the Participant shall immediately vest in the Target Number of RSUs. For purposes of this Section 4.2, "Disability" shall be determined by the Plan Administrator in its sole discretion, in accordance with Section 2.15 of the Plan.

4.3 Voluntary Termination, Involuntary Termination for Cause, Involuntary Termination for Poor Performance. Notwithstanding anything to the contrary herein, if the Participant is terminated by the Company for Cause or terminated for Poor Performance (as determined by the Plan Administrator in its sole discretion), before the completion of the Performance Period, then all rights under the Award shall be immediately forfeited and no RSUs shall become vested or payable on the settlement date, unless otherwise determined by the Plan Administrator.

4.4 Involuntary Termination without Cause. If the Participant is involuntarily terminated by the Employer without Cause during the first fiscal year of the Performance Period, (i) the Participant's RSUs shall continue until the Certification Date as if such Participant continued to be employed by the Employer, and (ii) if the Plan Administrator's certification of the Performance Goals on the Certification Date produces Realized RSUs, then the Participant shall vest in a prorated number of the Realized RSUs on the Certification Date. For purposes of the preceding sentence, in determining the Participant's prorated Realized RSUs, the Participant's Realized RSUs shall be reduced to the number of RSUs determined by multiplying the total Realized RSUs under the Award by a fraction, the numerator of which is the number of whole months worked during the first fiscal year of the Performance Period prior to the Participant's involuntary Termination without Cause and the denominator of which is 12. For purposes of this paragraph, and subject to achievement of the Operating Income Metric, the number of Realized RSUs shall not be less than 50% of the Target Number of RSUs.

If the Participant is involuntarily terminated by the Employer without Cause during the second or third fiscal years of the Performance Period, (i) the Participant's RSUs shall continue until the Certification Date as if such Participant continued to be employed by the Employer, and (ii) if the Plan Administrator's certification of the Performance Goals on the Certification Date produces Realized RSUs, then the Participant shall vest in such Realized RSUs (without proration) on the Certification Date. For purposes of this paragraph, and subject to achievement of the Operating Income Metric, the number of Realized RSUs shall not be less than 50% of Target Number of RSUs.

4.5 Termination for Any Other Reason. Unless otherwise determined by the Plan Administrator, in its sole discretion, if the Participant's employment is terminated for any reason other than those set out in Sections 4.1, 4.2, 4.3, 4.4, or 5 of this Award, unvested RSUs shall be immediately cancelled, and the Participant will forfeit any right to settlement of those cancelled RSUs.

**5. Change in Control.** Upon the occurrence of a Change in Control, the RSUs shall be treated in accordance with Article 10 of the Plan; provided however, that if within two (2) years following a Change in Control, a Termination of employment by the Employer without Cause or due to a Constructive Discharge occurs during the Performance Period, the Participant shall immediately vest in the Target Number of RSUs. Notwithstanding, if the Termination contemplated in the foregoing sentence occurs in the first fiscal year of the Performance Period, the RSUs shall vest in a prorated Target Number of RSUs, determined by multiplying the Target Number of RSUs by a fraction, the numerator of which is the number of months worked during the first fiscal year of the Performance Period prior to the Participant's Termination of employment and the denominator of which is 12.

## 6. Covenants.

6.1 Confidential Information. The Participant represents, warrants and agrees that the Participant will not, in the course of the Participant's employment with the Company, improperly use or disclose any Confidential Information or other proprietary information of any former employer or other person or entity for whom the Participant performed services of any kind.

The Company's employment of the Participant has and will result in the Participant's exposure and access to confidential and proprietary information of the Company and its Affiliates and, in certain situations, certain third parties who have provided or in the future provide information to the Company or any of its Affiliates subject to confidentiality and non-use restrictions. The term "**Confidential Information**" will mean all such confidential and proprietary information, in whatever form or medium, including actual and prospective client lists and pricing information; leases; actual and prospective vendor lists, pricing information and vendor contracts or arrangements; business plans, programs and tactics; trade secrets; inventions; research and development information and personnel information; *provided*, however, the term "**Confidential Information**" shall not include any of the above forms of information which has become public knowledge, unless such Confidential Information became public knowledge due to any act or acts by the Participant in violation of this Award. All Confidential Information is of irreplaceable value to the Company and such third parties. Except as required to perform the Participant's responsibilities for the Company, to comply with law or regulation or as authorized in writing in advance by the Company, the Participant will not, at any time, use, disclose or take any action which may result in the use or disclosure of any Confidential Information. Notwithstanding the foregoing, the Participant may disclose such Confidential Information when required to do so by a court of competent jurisdiction, by any governmental agency having supervisory authority over the business of the Company and/or its Affiliates, as the case may be, or by any administrative body or legislative body (including a committee thereof) with jurisdiction to order the Participant to divulge, disclose or make accessible such information; *provided, further*, that in the event that the Participant is ordered by any such court or other governmental agency, administrative body, or legislative body to disclose any Confidential Information, the Participant shall (i) promptly notify the Company of such order, (ii) at the reasonable written request of the Company, diligently contest such order at the sole expense of the Company as expenses occur, and (iii) at the reasonable written request of the Company, seek to obtain, at the sole expense of the Company, such confidential treatment as may be available under applicable laws for any information disclosed under such order. Immediately upon the Company's request or on the Termination date of the Participant's employment, whichever comes first, the Participant will return to the Company all Confidential Information and any other property of the Company or any third parties which is in the Participant's possession or control by virtue of the Participant's employment by the Company. Property to be returned to the Company will include all documents and things in the Participant's possession or control, whether in tangible or electronic format and whether such documents or things contain any Confidential Information, all computer programs, files, storage devices, all written or printed files, manuals, contracts, memoranda, forms, notes, records, charts and any and all copies of, or extracts from, any of the foregoing. The Participant may retain materials pertaining to his performance and compensation as an employee of the Company to the extent required by applicable law.

6.2 Intellectual Property and Developments. The Participant has not and will not, at any time, have or claim any right, title or interest in any trade name, patent, trademark, service mark, trade dress, trade design, logo, copyright, intellectual property, methodology, technology, procedure, concept, idea or other similar right or asset (collectively, "**Intellectual Property**") belonging to the Company or any of its Affiliates or any third party contracting with the Company or any of its Affiliates. The Participant has not and will not have or claim any right, title or interest in any material or matter of any kind prepared for, or

used in connection with, the business or promotion of the Company or any of its Affiliates or of any third party contracting with the Company, whether produced, prepared or published in whole or in part by the Participant, the Company or any of its Affiliates or any third party contracting with the Company or any of its Affiliates. All Intellectual Property that is conceived, devised, made, developed, reduced to practice or perfected by the Participant, alone or with others, during the Participant's employment that is related in any way to the current or future business or products of the Company or any of its Affiliates or is devised, made, developed, reduced to practice or perfected utilizing equipment or facilities of the Company or any of its Affiliates will be promptly disclosed to the Company, will be deemed "works for hire" and will immediately upon creation become the sole, absolute and exclusive property of the Company. If and to the extent that any of such Intellectual Property should be determined for any reason not to be a work for hire, the Participant hereby assigns to the Company all of the Participant's right, title and interest in and to such Intellectual Property. At the reasonable request and expense of the Company but without charge to the Company, the Participant will cooperate fully with the Company to secure any trade name, patent, trademark, copyright or intellectual property protection or other similar rights in the United States or foreign countries, including the execution and delivery of assignments, patent applications and other documents or papers. This Section 6.4 will not apply to any Intellectual Property for which no Confidential Information or equipment, supplies or facilities of the Company or any of its Affiliates or any third party contracting with the Company or any of its Affiliates were used and which was developed entirely on the Participant's own time, unless the Intellectual Property (a) relates to the business or products of the Company or any of its Affiliates or any actual or demonstrably anticipated research or development activity of the Company or any of its Affiliates or (b) results from any work performed by the Participant for the Company or any of its Affiliates.

6.3 **Remedies.** The Participant acknowledges that the covenants contained in this Section 6 are necessary to protect the Company's legitimate business interests. Without limiting the rights of the Company to pursue and obtain any other legal or equitable remedies available to it for any breach by the Participant of the covenants contained in this Section 6, the Participant further acknowledges that a breach of such covenants would cause a loss to the Company that could not reasonably or adequately be compensated in damages in an action at law, that remedies other than injunctive relief could not fully compensate the Company for a breach of such covenants and that, accordingly, the Company will be entitled to injunctive relief, without the requirement for the payment of a bond, to prevent any breach or continuing breaches of the Participant's covenants as set forth in this Section 6. Moreover, in the event the Participant breaches any of the Participant's obligations in this Section 6, the Participant shall immediately and automatically forfeit all RSUs granted hereunder (whether vested or unvested) and shall promptly repay to the Company any amounts received by the Participant pursuant to this Award.

Any provision, or any part of any provision, of this Section 6 found by a court (or an arbitrator or other adjudicator, if applicable) to be unreasonably broad or otherwise unenforceable in any respect (including with respect to geographic area, duration, or scope) shall be modified to render it enforceable to the maximum extent permitted by law and enforced as modified.

6.4 **Executive Officers.** In addition to the covenants contained in this Section 6, Participants that are Executive Officers (as defined in the Plan) on or following the Grant Date shall be subject to the additional covenants contained on Appendix A. For avoidance of doubt, the Participant described in this Section 6.4 acknowledges that the remedies set forth in Section 6.3 shall apply to the additional covenants contained on Appendix A.

**7. Severance Recipients and Release of Claims.** Notwithstanding the provisions in the Plan or this Award to the contrary, any Participant who otherwise would become vested in any portion of

the RSUs pursuant to Section 4.1, Section 4.2 or Section 4.3, and who is also eligible to receive a cash severance payment from the Employer, shall, as a condition of becoming so vested, receiving the Shares which are to be delivered pursuant to this Award and receiving such cash severance payment, be required to execute a general release waiving all claims, if any, arising from the Participant's employment or Termination from employment that such Participant may have against the Employer and its employees, agents and affiliates. The Participant's failure to execute such a general release or to allow an executed release to become irrevocable in accordance with its terms shall render this Award null and void, and the RSUs hereunder shall be forfeited and immediately canceled.

**8. Issuance of Shares; Delivery.** The issuance of the Shares with respect to the Participant's vested RSUs, if any, will be evidenced in such manner as the Company, in its discretion, deems appropriate, including, without limitation, book entry, registration or issuance of one or more share certificates. The number of Shares represented by the Participant's vested RSUs, if any, will be delivered to the Participant within seventy-five (75) days of vesting, with the delivery date within such period to be determined by the Company in its sole discretion.

**9. Rights as a Stockholder / Dividend Equivalents.** The Participant has no rights as a stockholder with respect to the RSUs. Applicable stockholder rights accrue only upon the delivery of the Shares subsequent to the vesting of the RSUs in accordance with the terms of this Award. However, dividend equivalents will be accrued on the Award if and to the extent the Company declares an ordinary cash or stock dividend on the Shares during either the second fiscal year or third fiscal year of the Performance Period based on the dividend yields for each such year as determined by the Plan Administrator in its sole discretion, and the number of vested Shares delivered to the Participant in respect of the Realized RSUs shall be increased to reflect such dividend equivalents. In addition, if, after the last day of the Performance Period the Company declares an ordinary cash or stock dividend on the Shares, and the record date for such dividend precedes delivery of the vested Shares to the Participant in respect of the Realized RSUs, then the Participant shall be entitled to a cash payment in an amount equivalent in value of the dividends that would have been payable to the Participant for each Share delivered to the Participant under this Award upon delivery of Participant's vested Shares.

**10. Non-Transferability of RSUs.** Until the delivery of the Shares with respect to the RSUs in accordance with terms of this Award, the RSUs may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by the Participant. Any attempt by the Participant to do so shall render this Award null and void, and the RSUs thereunder shall be forfeited and immediately cancelled.

**11. Recapitalization.** If there is any change in the Company's equity capitalization through the declaration of stock dividends, a recapitalization, stock splits, or through merger, consolidation, exchange of Shares, or otherwise, or in the event of an extraordinary dividend or other corporate transaction, the Plan Administrator shall adjust the number and class of Shares subject to this Award (including by making a different kind or class of securities subject to the Award), or take other action pursuant to Section 4.4 of the Plan, to prevent dilution or enlargement of the Participant's rights.

**12. Beneficiary Designation.** The Participant, if employed in the United States, may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Award is to be paid in case of his or her death before he or she receives any vested benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and will be effective only when delivered during the Participant's lifetime to the Company at its executive offices, mailed to **Brown-Forman Corporation, 850 Dixie Highway, Louisville, Kentucky 40210**, addressed to the attention of the Compensation Department.

Absent a Participant's proper and timely designation of a beneficiary under this Section 12, any vested benefit payable under this Award upon the Participant's death shall be paid to the Participant's surviving spouse, or, if none, to the Participant's estate.

**13. Continuation of Employment.** This Award shall not confer upon the Participant any right to continued employment by the Employer, nor shall this Award interfere in any way with the Employer's right to terminate the Participant's employment at any time. A transfer of the Participant's employment between the Employer and any of its subsidiaries, or between any divisions or subsidiaries of the Employer shall not be deemed a Termination of employment for purposes of the vesting of the RSUs.

**14. Tax Consequences.** By accepting this Award, the Participant acknowledges that (i) the Participant (and not the Company) shall be responsible for any tax liability that may arise as a result of this Award and/or its vesting and the issuance of Shares in connection therewith; (ii) he or she understands that the Company may deduct or withhold a number of Shares, not to exceed 50% of the fair market value of Shares to be delivered pursuant to the vesting of this Award, or require the Participant to remit cash to the Company, sufficient to, except as next described, satisfy the minimum Federal, state, local and foreign taxes (including the Participant's FICA obligation) required by law to be withheld with respect to the delivery of Shares pursuant to the vesting of this Award and/or delivery of Shares as a result of vesting; and (iii) he or she is encouraged to consult with a qualified tax advisor concerning the RSUs. In the case of the Share withholding described in the preceding sentence, the Company may instead choose to withhold an amount of Shares greater than the minimum, up to the amount required to satisfy the Participant's maximum individual tax rate, provided updated accounting standards are in effect that would provide the same treatment for the increased withholding as provided for minimum withholding.

**15. Data Privacy.** As a condition of the grant of the RSUs, the Participant consents to the collection, use, and transfer of personal data as described in this paragraph. The Participant understands that the Company and its Affiliates hold certain personal information about the Participant, including his or her name, home address and telephone number, date of birth, social security number or equivalent, salary, nationality, job title, ownership interests or directorships held in the Company or its Affiliates, and details of all equity awards or other entitlements to Shares awarded, cancelled, exercised, vested or unvested ("**Data**"). The Participant further understands that the Company and its Affiliates will transfer Data amongst themselves as necessary for the purposes of implementation, administration, and management of his or her participation in the Plan, and that the Company and any of its Affiliates may each further transfer Data to any third parties assisting the Company in the implementation, administration, and management of the Plan. The Participant authorizes them to receive, possess, use, retain, and transfer such Data as may be required for the administration of the Plan or the subsequent holding of Shares on his or her behalf, in electronic or other form, for the purposes of implementing, administering, and managing his or her participation in the Plan, including any requisite transfer to a broker or other third party with whom he or she may elect to deposit any Shares acquired under the Plan. The Participant understands that he or she may, at any time, view such Data or require any necessary amendments to the Data.

**16. Miscellaneous.**

16.1 This Award and the Participant's rights under it are subject to all the terms and conditions of the Plan, as the same may be amended from time to time, as well as to such rules as the Plan Administrator may adopt. The Plan Administrator may, in its sole discretion, administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and the RSUs, all of which shall be binding upon the Participant.

16.2 Subject to the provisions of the Plan and any applicable law (including Section 409A of the Code), the Board may terminate, amend, or modify the Plan; provided, however, that no such Termination, amendment, or modification of the Plan may in any way adversely affect the Participant's rights under this Award, without the written consent of the Participant.

16.3 This Award shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required. The Participant agrees to take all steps necessary to comply with all Federal and state securities laws applicable to this Award.

16.4 The Company's obligations under the Plan and this Award shall bind any successor to the Company, whether succession results from a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

16.5 To the extent not preempted by Federal law, this Award shall be governed by, and construed in accordance with, the laws of the State of Delaware.

16.6 All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three postal delivery days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Award, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

**If to the Company:**

Brown-Forman Corporation  
Attn: \_\_\_\_\_  
850 Dixie Highway  
Louisville, Kentucky 40210

**If to the Participant:**

To the most recent address of Participant set forth in the personnel records of the Company; which, in accordance with the above, the Participant shall inform the Company upon any change in the Participant's address.

16.7 This Award is subject to the terms of the Plan, as may be amended from time to time. In the event of a conflict between this document and the Plan, the Plan as well as any determinations made by the Plan Administrator as authorized by the Plan, shall govern.

16.8 The parties acknowledge and agree that, to the extent applicable, this Award shall be interpreted in accordance with, and the parties agree to use their best efforts to achieve timely compliance with or exemption from, Section 409A of the Code and the Treasury Regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Award Date. Notwithstanding any provision of this Award to the contrary, in the event that the Company determines that any compensation or benefits payable or provided under this Award may be subject to Section 409A of the Code, the Company may adopt such limited amendments to this Award and appropriate policies and procedures, including amendments and policies with retroactive

effect, that the Company reasonably determines are necessary or appropriate to (i) exempt the compensation and benefits payable under this Award from Section 409A of the Code and/or preserve the intended tax treatment of the compensation and benefits provided with respect to this Award or (ii) comply with the requirements of Section 409A of the Code. Although the Company intends to take such actions so as to allow the Award to avoid adverse tax treatment pursuant to Section 409A of the Code and otherwise, the Company makes no representation to that effect and expressly disavows any covenant to maintain favorable or avoid unfavorable tax treatment. The Company shall be unconstrained in its corporate activities without regard to the potential negative tax impact on the Participant.

16.9 Notwithstanding any other provision of this Award, to the extent the delivery of the Shares represented by this Award is treated as non-qualified deferred compensation subject to Section 409A of the Code, then (a) no delivery of such Shares shall be made upon a Participant's Termination of employment unless such Termination of employment constitutes a "separation from service" within the meaning of Section 1.409A-1(h) of the Treasury Regulations ("*Termination*" or "*Terminated*") and (b) if the Participant is deemed at the time of his Termination of employment to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, then to the extent delayed delivery of the Shares to which the Participant is entitled under this Award, and which is deliverable to the Participant due to his or her Termination of employment, is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such delivery of Shares shall not be made to the Participant prior to the earlier of (x) the expiration of the six-month period measured from the date of the Participant's "separation from service" with the Employer (as such term is defined in Section 1.409A-1(h) of the Treasury Regulations) or (y) the date of the Participant's death. The determination of whether the Participant is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code as of the time of his separation from service shall be made by the Company in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including without limitation Section 1.409A-1(i) of the Treasury Regulations and any successor provision thereto).

16.10 THIS AWARD IS SUBJECT TO THE BROWN-FORMAN CORPORATION INCENTIVE COMPENSATION RECOUPMENT POLICY (AS APPLICABLE), OR SUCH OTHER APPLICABLE COMPENSATION RECOVERY POLICY AS MAY BE PUT INTO EFFECT FROM TIME TO TIME BY THE PLAN ADMINISTRATOR OR THE BOARD. BY ACCEPTING THIS GRANT, THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE HAS BEEN PROVIDED WITH A COPY OF ANY SUCH POLICY, OR ACKNOWLEDGES THAT SUCH POLICY HAS OTHERWISE BEEN MADE AVAILABLE TO HIM OR HER, AND UNDERSTANDS THE TERMS AND CONDITIONS THEREOF.

16.11 Non-U.S. Participants. In addition to the provisions set forth in this Award, Participants that reside outside of the United States shall be subject to the terms and conditions set forth on Appendix B and the terms and conditions applicable to the country in which such Participant is a citizen or resident of as of the Grant Date. If the Participant is a citizen or resident of a country other than the one in which the Participant is currently working, or transfers to a different country after the Grant Date, the Company will determine to what extent the terms and conditions set forth in Appendix B will apply to the Participant.

This Award is subject to the terms and conditions hereof.

BROWN-FORMAN CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

**[Certain information has been excluded because it is both not material and is the type that the registrant treats as private or confidential]**

**PERFORMANCE GOALS**

The number of Realized RSUs will be determined based on (i) Peer Group Relative TSR Performance and (ii) Peer Group Relative Operating Income Performance (as defined below).

Specifically, (i) the Peer Company Relative TSR Performance shall determine the vesting of up to 50% of the Target Number of RSUs that become Realized RSUs (“*TSR PBRsUs*”) and (ii) the Peer Group Relative Operating Income Performance determine the vesting of up to 50% of the Target Number of RSUs that become Realized RSUs (“*OI PBRsUs*”), each as described in the table below:

	TSR PBRsUs		OI PBRsUs	
	Peer Group Relative Performance	Percentage of Target Number of TSR PBRsUs that become Realized RSUs	Peer Group Relative Operating Income Performance	Percentage of Target Number of OI PBRsUs that become Realized RSUs
<b>Threshold</b>	30 <sup>th</sup> percentile or below	50%	30 <sup>th</sup> percentile or below	50%
<b>Target</b>	55 <sup>th</sup> percentile	100%	55 <sup>th</sup> percentile	100%
<b>Maximum</b>	80 <sup>th</sup> percentile	150%	80 <sup>th</sup> percentile	150%

Payouts for performance between Threshold and Target and between Target and Maximum will be interpolated using a straight-line method.

Notwithstanding the foregoing, if, as of close of the Performance Period, the Company fails to achieve its adjusted operating income metric determined by the Plan Administrator (the “*Operating Income Metric*”), the number of Realized RSUs shall equal zero (*i.e.* no RSUs shall vest pursuant to the Award). For grants of RSUs made pursuant to this Award, the Operating Income Metric shall be \$[ ] during the Performance Period.

**Definitions**

“*Company Adjusted Operating Income Growth*” means the compound annual growth rate, expressed as a percentage (rounded to the nearest tenth of a percent (0.1%)), of the Company’s annual operating income determined according to GAAP and adjusted to an organic basis, as defined in the Company’s non-GAAP measures, except that Company Adjusted Operating Income Growth will not include any adjustment related to foreign exchange. The period to be used in the calculation in the preceding sentence will be the most recent three (3) years from the last day of the Performance Period.

“*Company TSR Percentage*” means the cumulative return, expressed as a percentage (rounded to the nearest tenth of a percent (0.1%)), in the value per Share during the Performance Period due to the appreciation in the price per Share and dividends declared during the Performance Period, assuming

dividends are reinvested. In determining the starting and ending prices per Share to perform the calculation in the preceding sentence, the average price per Share for the sixty (60) trading days immediately prior to the first and last days of the Performance Period, as applicable, shall be used.

“*Peer Group Companies*” shall mean the following companies:

<b>The Boston Beer Company, Inc.</b>	<b>Ambev S.A.</b>	<b>Davide Campari-Milano N.V.</b>
<b>Constellation Brands, Inc.</b>	<b>Anheuser-Busch InBev SA/NV</b>	<b>Heineken N.V.</b>
<b>Diageo plc</b>	<b>Becle, S.A.B. de C.V.</b>	<b>Kirin Holdings Company, Limited</b>
<b>Molson Coors Beverage Company</b>	<b>Carlsberg A/S</b>	<b>MGP Ingredients, Inc.</b>
<b>Pernod Ricard SA</b>	<b>Compañía Cervecerías Unidas S.A.</b>	<b>Rémy Cointreau SA</b>

“*Peer Group Operating Income Growth*” means the compound annual growth rate, expressed as a percentage (rounded to the nearest tenth of a percent (0.1%)), of the annual operating income of each company of the Peer Group Companies during the Performance Period, calculated in a manner consistent with the Company Adjusted Operating Income Growth and from publicly available information. The period to be used in the calculation in the preceding sentence will be the most recent three (3) years ending on the last day of the Performance Period.

“*Peer Group Relative Operating Income Performance*” means the Company Adjusted Operating Income Growth compared to the Peer Group Operating Income Growth, expressed as a percentile ranking against the Peer Group Companies.

“*Peer Group Relative TSR Performance*” means the Company TSR Percentage compared to the Peer Group TSR Percentages, expressed as a percentile ranking against the Peer Group Companies.

“*Peer Group TSR Percentage*” means the cumulative return, expressed as a percentage (rounded to the nearest tenth of a percent (0.1%)), of each company of the Peer Group Companies during the Performance Period, calculated in a manner consistent with the Company TSR Percentage from publicly available information.

**APPENDIX A**  
**BROWN-FORMAN**  
**2022 OMNIBUS COMPENSATION PLAN**  
**APPENDIX TO THE**  
**PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD**  
**EXECUTIVE OFFICERS**

This Appendix A, which is part of the Award, includes additional terms and conditions that govern the Award and shall apply to the Participant if the Participant is an Executive Officer (as defined in the Plan). Capitalized terms used but not defined in this Appendix A shall have the meanings as given in the Award or the Plan. All Section references herein are to the Award unless otherwise specified as a reference to the Plan document.

**Executive Officers.** In addition to the covenants contained in Section 6 of the Award, Participants that are Executive Officers on or following the Grant Date shall be subject to the additional covenants contained in this Appendix A, which shall be added to Section 6. For avoidance of doubt, the Participant covered under Section 6.4 of the Award and this Appendix A acknowledges that the remedies set forth in Section 6.3 of the Award shall apply to the additional covenants contained in this Appendix A.

6.5 **Noncompetition.** From the Award Date until the one-year anniversary of the Participant's voluntary resignation as an employee of the Company (the "**Restricted Period**"), the Participant shall not engage, directly or indirectly, anywhere in the United States, whether as an executive officer, board member, agent, consultant, independent contractor, 1% or greater owner or partner in, shareholder of more than 5% of the outstanding shares, representative or employee in a business competitive with the Company or its Affiliates.

6.6 **Nonsolicitation.** During the Restricted Period, the Participant shall not directly or indirectly solicit any Customer or Prospective Customer (each as defined below) of the Company or any of its Affiliates for the purpose of engaging in a business competitive with the Company or its Affiliates; nor shall the Participant directly or indirectly induce, solicit, or attempt to persuade any employee of the Company or any of its Affiliates to terminate employment with the Company or such Affiliate in order to enter into any employment relationship with, or perform services in any capacity for, any other business entity, whether or not such entity is engaged in a business competitive with the Company.

A "**Customer**" means any customer of the Company or any of its Affiliates with respect to whom, at any time during the two (2) years before the termination of the Participant's employment with the Company, the Participant performed services on behalf of the Company or such Affiliate or had substantial contact or acquired or had access to Confidential Information (as defined below) or other substantial information relating to such customer as a result of such employment, including any actual or prospective tenant or vendor.

A "**Prospective Customer**" means any entity other than a Customer with respect to whom, at any time during the one (1) year period before the termination of the Participant's employment with the Company the Participant submitted or assisted in the submission of a presentation or proposal of any kind on behalf of the Company or any of its Affiliates, had substantial contact with or acquired or had access to

Confidential Information or other substantial information relating to such Prospective Customer as a result of such employment, including any actual or prospective tenant or vendor.

A business will be considered “*competitive with the Company*” if such business is engaged in alcoholic beverage manufacturing, production, distribution, or similar activities.

**APPENDIX B**  
**BROWN-FORMAN**  
**2022 OMNIBUS COMPENSATION PLAN**  
**APPENDIX TO THE**  
**STOCK-SETTLED STOCK APPRECIATION RIGHT AWARD AGREEMENT**  
**TERMS AND CONDITIONS FOR NON-U.S. PARTICIPANTS**

**BROWN-FORMAN  
2022 OMNIBUS COMPENSATION PLAN  
EMPLOYEE STOCK-SETTLED STOCK APPRECIATION RIGHT AWARD**

SUMMARY	
Participant:	[_____]
Award Date:	[_____]
First Exercise Date:	May 1, [____]
Expiration Date:	April 30, [____]
Number of Shares:	[_____]
Class of Shares:	<b>Brown-Forman Corporation Class B Common Stock</b>
Grant Price:	\$[ ]

THIS STOCK-SETTLED STOCK APPRECIATION RIGHT AWARD (the “*Award*”), effective as of the Award Date shown above, represents the grant of a stock appreciation right under the Brown-Forman 2022 Omnibus Compensation Plan (the “*Plan*”) by Brown-Forman Corporation, a Delaware corporation (the “*Company*”), to the Participant named above, who is an employee of the Company or an Affiliate. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

**1. Grant of Stock Appreciation Right.** The Company hereby grants to the Participant a Stock-Settled Stock Appreciation Right (the “*SSAR*”), subject to the terms and conditions of the Plan and those set forth in this Award.

**2. Value of the SSAR.** The SSAR shall entitle the Participant, upon exercise of the SSAR (in whole or in part), to receive from the Company an amount payable in the form of the Company’s Class B Common Stock, \$0.15 par value per share (the “*Shares*”) determined by multiplying: (i) the appreciated value of one Share, calculated as the Fair Market Value of one Share on the date of exercise minus the Grant Price as shown above; by (ii) the number of Shares with respect to which the SSAR is exercised.

For purposes of this Award, “*Common Stock*” means a share of the class of common stock of the Company identified in the table above.

**3. Term.** Subject to Section 5 below, the term of this Award is for a period of ten years from the first day of the fiscal year of grant. To exercise the SSAR, the Participant must remain continuously employed by the Company or an Affiliate (the “*Employer*”) for at least three years from the first day of the fiscal year of grant, except as provided in Section 5 below. Assuming such continuous employment, the SSAR will become exercisable on the First Exercise Date as set forth in the table above, and it must be exercised before the close of business on the Expiration Date as set forth in the table above. Unless otherwise provided herein, the Participant shall exercise the SSAR by giving written notice of such exercise to the Company. The date upon which such written notice is received by the Company shall be the exercise date for the SSAR. Subject to applicable securities laws, if on the last day of the term of this SSAR (or, if earlier, the last date on which this SSAR may be exercised pursuant to Section 5 below) the Fair Market Value of one Share exceeds the Grant Price shown above, the Participant has not exercised the SSAR and the SSAR has not otherwise expired, the SSAR shall be deemed to have been exercised by the Participant on such day and the appropriate number of Shares shall be issued to the

Participant in accordance with Sections 2 and 4 hereof, or at such later time as would not violate any applicable securities laws.

**4. Form of Payment.** The Company shall satisfy its obligation upon the Participant's exercise of the SSAR (in whole or in part) in Shares based upon the Fair Market Value of the Company's Shares on the date of exercise, as determined by the Plan Administrator in accordance with Section 2.20 of the Plan. Notwithstanding the foregoing, no fractional Share shall be distributed in settlement of the SSAR, and any portion of the SSAR which would be settled in a fractional Share shall be rounded down to the nearest whole number of shares, and no amount shall be payable in respect of such fractional entitlement; *provided, however*, the Compensation Committee may in its sole discretion treat such fractional shares in any manner it determines will prevent any adverse financial accounting treatment or adverse federal income tax treatment pursuant to Section 409A of the Code.

**5. Termination of Employment.** In the event the Participant does not remain continuously employed by the Employer during the term of the SSAR, the following rules will apply:

5.1 **Retirement.** For purposes of this section, "Retirement" means termination of employment on or after reaching age 55 with at least five full years of service, or on or after reaching age 65 with any service. If the Participant terminates employment by reason of Retirement, this SSAR will continue in force until the earlier of (a) the Expiration Date; or (b) the end of seven years following the date of Retirement; provided however, that if the Participant terminates employment by reason of Retirement during the fiscal year in which the Award Date occurs, the number of Shares subject to this SSAR shall be prorated based upon the number of whole months worked during the current fiscal year prior to Retirement (out of a 12 month year), with the remaining portion being immediately canceled and forfeited. Retirement does not affect the First Exercise Date of this SSAR.

5.2 **Death/Disability.** If the Participant terminates employment due to death or Disability (as determined by the Plan Administrator in its sole discretion in accordance with Section 2.16 of the Plan), the SSAR will become immediately exercisable (if not already exercisable) and must be exercised by the earlier of (a) the Expiration Date or (b) the end of five years following the date of termination of employment due to death or Disability. If the Participant terminates employment due to death or Disability during fiscal year in which the Award Date occurs, the number of Shares with respect to which this SSAR shall become exercisable pursuant to the first sentence of this Section 5.2 shall be prorated based upon the number of whole months worked during the current fiscal year prior to termination of employment due to death or Disability (out of a 12 month year), with the remaining portion being immediately canceled and forfeited. An exercisable SSAR shall be exercised by the person(s) named as the Participant's beneficiary(ies), or, if the Participant has not named one or more beneficiaries, by whoever has acquired the Participant's rights by will or by the laws of descent and distribution.

5.3 **Voluntary Termination.** A SSAR granted to a Participant who terminates employment voluntarily prior to the First Exercise Date shall expire immediately as of the date and time of such termination and may not be exercised. A SSAR granted to a Participant who terminates employment voluntarily on or after the First Exercise Date shall continue in force until the earlier of (a) the Expiration Date or (b) the end of 30 days following the date of termination (provided, however, where necessary, the 30-day period may be delayed or bifurcated because of required trading black-out periods).

5.4 **Involuntary Termination for Cause, Involuntary Termination for Poor Performance.** A SSAR granted to a Participant who is involuntary terminated for Cause (as such term is defined in the Plan), or involuntary terminated for poor performance (as determined by the Plan Administrator in its sole

discretion) shall expire immediately as of the date and time that the Participant is notified of the termination and may not be exercised.

5.5 **Involuntary Termination without Cause.** A SSAR granted to a Participant whose employment is involuntarily terminated by the Employer without Cause will continue in force until the later of (a) twelve months following the date of termination; or (b) twelve months following the First Exercise Date, but no later than the Expiration Date; provided however, that if the Participant's employment is involuntarily terminated without Cause during the fiscal year in which the Award Date occurs, the number of Shares subject to this SSAR shall be prorated based upon the number of whole months worked during the current fiscal year prior to termination (out of a 12 month year), with the remaining portion being immediately canceled and forfeited. Involuntary termination without Cause does not affect the First Exercise Date of this SSAR.

6. **Change in Control or Potential Change in Control.** In the event of a Change in Control, the First Exercise Date and the Participant's rights with respect to the SSAR shall be governed by the terms of Article 10 of the Plan.

## 7. Covenants.

7.1 **Confidential Information.** The Participant represents, warrants, and agrees that the Participant will not, in the course of the Participant's employment with the Company, improperly use or disclose any Confidential Information or other proprietary information of any former employer or other person or entity for whom the Participant performed services of any kind.

The Company's employment of the Participant has and will result in the Participant's exposure and access to confidential and proprietary information of the Company and its Affiliates and, in certain situations, certain third parties who have provided or in the future provide information to the Company or any of its Affiliates subject to confidentiality and non-use restrictions. The term "***Confidential Information***" will mean all such confidential and proprietary information, in whatever form or medium, including actual and prospective client lists and pricing information; leases; actual and prospective vendor lists, pricing information and vendor contracts or arrangements; business plans, programs and tactics; trade secrets; inventions; research and development information and personnel information; *provided*, however, the term "***Confidential Information***" shall not include any of the above forms of information which has become public knowledge, unless such Confidential Information became public knowledge due to any act or acts by the Participant in violation of this Award. All Confidential Information is of irreplaceable value to the Company and such third parties. Except as required to perform the Participant's responsibilities for the Company, to comply with law or regulation or as authorized in writing in advance by the Company, the Participant will not, at any time, use, disclose or take any action which may result in the use or disclosure of any Confidential Information. Notwithstanding the foregoing, the Participant may disclose such Confidential Information when required to do so by a court of competent jurisdiction, by any governmental agency having supervisory authority over the business of the Company and/or its Affiliates, as the case may be, or by any administrative body or legislative body (including a committee thereof) with jurisdiction to order the Participant to divulge, disclose or make accessible such information; *provided, further*, that in the event that the Participant is ordered by any such court or other governmental agency, administrative body, or legislative body to disclose any Confidential Information, the Participant shall (i) promptly notify the Company of such order, (ii) at the reasonable written request of the Company, diligently contest such order at the sole expense of the Company as expenses occur, and (iii) at the reasonable written request of the Company, seek to obtain, at the sole expense of the Company, such confidential treatment as may be available under applicable laws for any information disclosed under

such order. Immediately upon the Company's request or on the termination date of the Participant's employment, whichever comes first, the Participant will return to the Company all Confidential Information and any other property of the Company or any third parties which is in the Participant's possession or control by virtue of the Participant's employment by the Company. Property to be returned to the Company will include all documents and things in the Participant's possession or control, whether in tangible or electronic format and whether such documents or things contain any Confidential Information, all computer programs, files, storage devices, all written or printed files, manuals, contracts, memoranda, forms, notes, records, charts and any and all copies of, or extracts from, any of the foregoing. The Participant may retain materials pertaining to his performance and compensation as an employee of the Company to the extent required by applicable law.

7.2 **Intellectual Property and Developments.** The Participant has not and will not, at any time, have or claim any right, title or interest in any trade name, patent, trademark, service mark, trade dress, trade design, logo, copyright, intellectual property, methodology, technology, procedure, concept, idea or other similar right or asset (collectively, "**Intellectual Property**") belonging to the Company or any of its Affiliates or any third party contracting with the Company or any of its Affiliates. The Participant has not and will not have or claim any right, title or interest in any material or matter of any kind prepared for, or used in connection with, the business or promotion of the Company or any of its Affiliates or of any third party contracting with the Company, whether produced, prepared or published in whole or in part by the Participant, the Company or any of its Affiliates or any third party contracting with the Company or any of its Affiliates. All Intellectual Property that is conceived, devised, made, developed, reduced to practice or perfected by the Participant, alone or with others, during the Participant's employment that is related in any way to the current or future business or products of the Company or any of its Affiliates or is devised, made, developed, reduced to practice or perfected utilizing equipment or facilities of the Company or any of its Affiliates will be promptly disclosed to the Company, will be deemed "works for hire" and will immediately upon creation become the sole, absolute and exclusive property of the Company. If and to the extent that any of such Intellectual Property should be determined for any reason not to be a work for hire, the Participant hereby assigns to the Company all of the Participant's right, title and interest in and to such Intellectual Property. At the reasonable request and expense of the Company but without charge to the Company, the Participant will cooperate fully with the Company to secure any trade name, patent, trademark, copyright or intellectual property protection or other similar rights in the United States or foreign countries, including the execution and delivery of assignments, patent applications and other documents or papers. This Section 7.4 will not apply to any Intellectual Property for which no Confidential Information or equipment, supplies or facilities of the Company or any of its Affiliates or any third party contracting with the Company or any of its Affiliates were used and which was developed entirely on the Participant's own time, unless the Intellectual Property (a) relates to the business or products of the Company or any of its Affiliates or any actual or demonstrably anticipated research or development activity of the Company or any of its Affiliates or (b) results from any work performed by the Participant for the Company or any of its Affiliates.

7.3 **Remedies.** The Participant acknowledges that the covenants contained in this Section 7 are necessary to protect the Company's legitimate business interests. Without limiting the rights of the Company to pursue and obtain any other legal or equitable remedies available to it for any breach by the Participant of the covenants contained in this Section 7, the Participant further acknowledges that a breach of such covenants would cause a loss to the Company that could not reasonably or adequately be compensated in damages in an action at law, that remedies other than injunctive relief could not fully compensate the Company for a breach of such covenants and that, accordingly, the Company will be entitled to injunctive relief, without the requirement for the payment of a bond, to prevent any breach or continuing breaches of the Participant's covenants as set forth in this Section 7. Moreover, in the event

the Participant breaches any of the Participant's obligations in this Section 7, the Participant shall immediately and automatically forfeit all SSARs granted hereunder (whether vested or unvested) and shall promptly repay to the Company any amounts received by the Participant pursuant to this Award.

Any provision, or any part of any provision, of this Section 7 found by a court (or an arbitrator or other adjudicator, if applicable) to be unreasonably broad or otherwise unenforceable in any respect (including with respect to geographic area, duration, or scope) shall be modified to render it enforceable to the maximum extent permitted by law and enforced as modified.

7.4 **Executive Officers.** In addition to the covenants contained in this Section 7, Participants that are Executive Officers (as defined in the Plan) on or following the Grant Date shall be subject to the additional covenants contained on Appendix A. For avoidance of doubt, the Participant described in this Section 7.4 acknowledges that the remedies set forth in Section 7.3 shall apply to the additional covenants contained on Appendix A.

**8. Severance Recipients and Release of Claims.** Notwithstanding the provisions in the Plan or this Award to the contrary, any Participant who is entitled to the extended time for exercise of this SSAR pursuant to Section 5.1 or Section 5.3 and who is also eligible to receive a cash severance payment from the Employer shall, as a condition of being afforded the extended exercise period and of receiving such cash severance payment, be required to execute a general release waiving all claims, if any, arising from the Participant's employment or termination from employment that such Participant may have against the Employer and its employees, agents and affiliates. The Participant's failure to execute such a general release or to allow an executed release to become irrevocable in accordance with its terms shall render this Award null and void, and the SSAR shall expire immediately and may not be exercised.

**9. Rights as a Stockholder.** The Participant has no rights as a stockholder (including, but not limited to, the right to receive dividends or dividend equivalents, or to vote on stockholder issues) with respect to Shares potentially available upon exercise of the SSAR. Applicable stockholder rights accrue only to holders of Shares issued and delivered pursuant to exercise of the SSAR.

**10. Restrictions on Transfer.** The SSAR may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. Further, the SSAR shall be exercisable during the Participant's lifetime only by the Participant or the Participant's duly appointed legal representative.

**11. Recapitalization.** If there is any change in the Company's equity capitalization through the declaration of Share dividends or extraordinary cash dividends, or through a recapitalization resulting in Share splits, or through merger, consolidation, exchange of Shares, or similar corporate transaction, the Plan Administrator shall adjust the number and class of Shares subject to the SSAR, as well as the Grant Price, or take other action pursuant to Section 4.4 of the Plan to prevent dilution or enlargement of the Participant's rights.

**12. Beneficiary Designation.** The Participant, if employed in the United States, may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Award is to be paid in case of his or her death before he or she receives any or all of such benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and will be effective only when delivered during the Participant's lifetime to the Company at its executive offices, mailed to **Brown-Forman Corporation, 850 Dixie Highway, Louisville, Kentucky 40210**, addressed to the attention of the Compensation Department.

Absent a Participant's proper and timely designation of a beneficiary under this Section 12, any benefit payable under this Award upon the Participant's death shall be paid to the Participant's surviving spouse, or, if none, to the Participant's estate.

**13. Continuation of Employment.** This Award shall not confer upon the Participant any right to continued employment by the Employer, nor shall this Award interfere in any way with the Employer's right to terminate the Participant's employment at any time. A transfer of the Participant's employment between the Employer and any of its subsidiaries, or between any divisions or subsidiaries of the Employer shall not be deemed a termination of employment.

**14. Tax Consequences.** By accepting the SSAR, the Participant acknowledges that (i) he or she understands that upon either the grant or the exercise of the SSAR, he or she may recognize adverse tax consequences, and (ii) he or she understands that the Company may deduct or withhold a number of Shares, or require the Participant to remit cash to the Company, sufficient to satisfy minimum Federal, state, local and foreign taxes (including the Participant's FICA obligation) required by law to be withheld with respect to any exercise of the Participant's rights under this Award. In the case of the Share withholding described in the preceding sentence, the Company may instead choose to withhold an amount of Shares greater than the minimum, up to the amount required to satisfy the Participant's maximum individual tax rate, provided updated accounting standards are in effect that would provide the same treatment for the increased withholding as provided for minimum withholding. The Participant is encouraged to consult with a qualified tax advisor concerning the SSAR.

**15. Data Privacy.** As a condition of the grant of the SSAR, the Participant consents to the collection, use, and transfer of personal data as described in this paragraph. The Participant understands that the Company and its Affiliates hold certain personal information about the Participant, including his or her name, home address and telephone number, date of birth, social security number or equivalent, salary, nationality, job title, ownership interests or directorships held in the Company or its Affiliates, and details of all equity awards or other entitlements to Shares awarded, cancelled, exercised, vested or unvested ("**Data**"). The Participant further understands that the Company and its Affiliates will transfer Data amongst themselves as necessary for the purposes of implementation, administration, and management of his or her participation in the Plan, and that the Company and any of its Affiliates may each further transfer Data to any third parties assisting the Company in the implementation, administration, and management of the Plan. The Participant authorizes them to receive, possess, use, retain, and transfer such Data as may be required for the administration of the Plan, in electronic or other form, for the purposes of implementing, administering, and managing his or her participation in the Plan, including any requisite transfer to a broker or other third party with whom he or she may elect to deposit any Shares acquired under the Plan. The Participant understands that he or she may, at any time, view such Data or require any necessary amendments to the Data.

**16. Miscellaneous.**

16.1 This Award and the Participant's rights under it are subject to all the terms and conditions of the Plan, as the same may be amended from time to time, as well as to such rules as the Plan Administrator may adopt. The Plan Administrator may impose such restrictions on any Shares acquired pursuant to the exercise of the SSAR as it may deem advisable, including, without limitation, restrictions under applicable Federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and under any blue sky or state securities laws applicable to such Shares. The Plan Administrator in conjunction with the Company's compliance officer may designate periods during which the SSAR may not be exercised by Participants.

The Plan Administrator may, in its sole discretion, administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and the SSAR, all of which shall be binding upon the Participant.

16.2 Subject to the provisions of the Plan, the Board may terminate, amend, or modify the Plan; *provided, however*, that no such termination, amendment, or modification of the Plan may in any way adversely affect the Participant's rights under this Award, without the written consent of the Participant.

16.3 The Participant agrees to take all steps necessary to comply with all applicable Federal and state securities law in exercising his or her rights under this Award.

16.4 This Award shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

16.5 The Company's obligations under the Plan and this Award, with respect to the SSAR, shall bind any successor to the Company, whether succession results from a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

16.6 All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three postal delivery days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Award, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

**If to the Company:**

Brown-Forman Corporation

Attn: \_\_\_\_\_

850 Dixie Highway

Louisville, Kentucky 40210

**If to the Participant:**

To the most recent address of Participant set forth in the personnel records of the Company; which, in accordance with the above, the Participant shall inform the Company upon any change in the Participant's address.

16.7. To the extent not preempted by Federal law, this Award shall be governed by, and construed in accordance with, the laws of the State of Delaware.

16.8 This Award is subject to the terms of the Plan, as may be amended from time to time. In the event of a conflict between this document and the Plan, the Plan document as well as any determinations made by the Plan Administrator as authorized by the Plan document, shall govern.

16.9 In addition, the Participant agrees that the SSAR shall be administered and settled as required for the SSAR to be deemed not to be deferred compensation subject to the provisions of Section 409A of the Code or the Treasury Regulations promulgated thereunder. Although the Company intends to

take such actions so as to allow the Award to avoid adverse tax treatment pursuant to Section 409A of the Code and otherwise, the Company makes no representation to that effect and expressly disavows any covenant to maintain favorable or avoid unfavorable tax treatment. The Company shall be unconstrained in its corporate activities without regard to the potential negative tax impact on the Participant.

16.10 THIS AWARD IS SUBJECT TO THE BROWN-FORMAN CORPORATION INCENTIVE COMPENSATION RECOUPMENT POLICY (AS APPLICABLE), OR SUCH OTHER APPLICABLE COMPENSATION RECOVERY POLICY AS MAY BE PUT INTO EFFECT FROM TIME TO TIME BY THE PLAN ADMINISTRATOR OR THE BOARD. BY ACCEPTING THIS GRANT, THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE HAS BEEN PROVIDED WITH A COPY OF ANY SUCH POLICY, OR ACKNOWLEDGES THAT SUCH POLICY HAS OTHERWISE BEEN MADE AVAILABLE TO HIM OR HER, AND UNDERSTANDS THE TERMS AND CONDITIONS THEREOF.

16.11 Non-U.S. Participants. In addition to the provisions set forth in this Award, Participants that reside outside of the United States shall be subject to the terms and conditions set forth on Appendix B and the terms and conditions applicable to the country in which such Participant is a citizen or resident of as of the Grant Date. If the Participant is a citizen or resident of a country other than the one in which the Participant is currently working, or transfers to a different country after the Grant Date, the Company will determine to what extent the terms and conditions set forth in Appendix B will apply to the Participant.

*[remainder of page intentionally left blank]*

This Award is subject to the terms and conditions hereof.

BROWN-FORMAN CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX A**  
**BROWN-FORMAN**  
**2022 OMNIBUS COMPENSATION PLAN**  
**APPENDIX TO THE**  
**STOCK-SETTLED STOCK APPRECIATION RIGHT AWARD AGREEMENT**  
**EXECUTIVE OFFICERS**

This Appendix A, which is part of the Award, includes additional terms and conditions that govern the Award and shall apply to the Participant if the Participant is an Executive Officer (as defined in the Plan). Capitalized terms used but not defined in this Appendix A shall have the meanings as given in the Award or the Plan. All Section references herein are to the Award unless otherwise specified as a reference to the Plan document.

**Executive Officers.** In addition to the covenants contained in Section 7 of the Award, Participants that are Executive Officers on or following the Grant Date shall be subject to the additional covenants contained in this Appendix A, which shall be added to Section 7. For avoidance of doubt, the Participant covered under Section 7.4 of the Award and this Appendix A acknowledges that the remedies set forth in Section 7.3 of the Award shall apply to the additional covenants contained in this Appendix A.

7.5 **Noncompetition.** From the Award Date until the one-year anniversary of the Participant's voluntary resignation as an employee of the Company (the "***Restricted Period***"), the Participant shall not engage, directly or indirectly, anywhere in the United States (the "***Restricted Area***"), whether as an executive officer, board member, agent, consultant, independent contractor, 1% or greater owner or partner in, shareholder of more than 5% of the outstanding shares, representative or employee in a business competitive with the Company or its Affiliates.

7.6 **Nonsolicitation.** During the Restricted Period, the Participant shall not directly or indirectly solicit any Customer or Prospective Customer (each as defined below) of the Company or any of its Affiliates for the purpose of engaging in a business competitive with the Company or its Affiliates; nor shall the Participant directly or indirectly induce, solicit, or attempt to persuade any employee of the Company or any of its Affiliates to terminate employment with the Company or such Affiliate in order to enter into any employment relationship with, or perform services in any capacity for, any other business entity, whether or not such entity is engaged in a business competitive with the Company.

A "***Customer***" means any customer of the Company or any of its Affiliates with respect to whom, at any time during the two years before the termination of the Participant's employment with the Company, the Participant performed services on behalf of the Company or such Affiliate or had substantial contact or acquired or had access to Confidential Information or other substantial information relating to such customer as a result of such employment, including any actual or prospective tenant or vendor.

A "***Prospective Customer***" means any entity other than a Customer with respect to whom, at any time during the one year period before the termination of the Participant's employment with the Company the Participant submitted or assisted in the submission of a presentation or proposal of any kind on behalf of the Company or any of its Affiliates, had substantial contact with or acquired or had access to

Confidential Information or other substantial information relating to such Prospective Customer as a result of such employment, including any actual or prospective tenant or vendor.

A business will be considered “*competitive with the Company*” if such business is engaged in alcoholic beverage manufacturing, production, distribution, or similar activities.

**APPENDIX B**

**BROWN-FORMAN  
2022 OMNIBUS COMPENSATION PLAN**

**APPENDIX TO THE  
STOCK-SETTLED STOCK APPRECIATION RIGHT AWARD AGREEMENT**

**TERMS AND CONDITIONS FOR NON-U.S. PARTICIPANTS**

**BROWN-FORMAN CORPORATION**  
**2025 AMENDED AND RESTATED**  
**SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**

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**BROWN-FORMAN CORPORATION**  
**2025 AMENDED AND RESTATED**  
**SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**

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**BROWN-FORMAN CORPORATION  
2025 AMENDED AND RESTATED  
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**

**Preamble**

The Brown-Forman Corporation Supplemental Executive Retirement Plan (the "**Plan**"), a nonqualified supplemental defined benefit plan, was adopted by Brown-Forman Corporation and its subsidiaries ("**Employer**") December 20, 1984, to ensure that eligible participants in the Brown-Forman Corporation Salaried Employees Retirement Plan ("**Retirement Plan**") receive the full benefits contemplated by the Retirement Plan before any limitations are imposed by certain Retirement Plan provisions and by the Internal Revenue Code (the "**Code**").

Since its initial adoption, the Employer adopted revisions to the Plan effective July 1, 1988, merged the Hartmann Supplemental Executive Retirement Plan into this Plan, effective December 31, 2008, amended and restated the Plan effective January 1, 2009, and amended and restated the Plan effective October 18, 2017 (the "**2017 Restatement**"). The Employer now wishes to amend and restate the Plan again effective as of July 1, 2025 (the "**2025 Restatement**").

Payments under the Plan will be made directly to Participants from either a grantor trust maintained by and in the name of the Employer or the general fund of the Employer when due in accordance with the terms of this Plan.

This is a supplemental benefit plan designed to provide specific benefits to a select group of management and highly compensated employees who contribute materially to the continued growth, development, and future business success of the Employer.

Unless otherwise indicated in this Plan, the benefits provided are based upon and coordinated with the provisions of the Retirement Plan in effect on January 1, 2016, as subsequently amended. Unless otherwise indicated in this Plan, the provisions of the Retirement Plan and the meaning of the terminology in the Retirement Plan are applicable to this Plan. The Retirement Plan is incorporated by reference and is a part of this Plan.

**ARTICLE I — DEFINITIONS**

As used in this document, the following words and phrases have the meanings specified below, unless a different meaning is plainly required by the context. Any capitalized terms not defined in this Plan shall have the meaning set forth in the Retirement Plan.

1.01 "**Actual CB Benefit**" means the monthly Normal, Early, or Late Retirement, or Deferred Vested Benefit, whichever is applicable, determined under the terms of the Retirement Plan, after applying the restrictions in Code Sections 401, 411, 415 that are applicable thereto, to be paid a Participant (or, in the event of the Participant's death, to be paid to the Participant's

surviving spouse or beneficiary, if applicable) from the Retirement Plan, based on the Code's limitations in effect for the Retirement Plan at the date the Participant incurs a Separation from Employment (as defined in the Retirement Plan).

1.02 "**Actual FAP Benefit**" means the monthly Normal, Early, or Late Retirement, or Deferred Vested Benefit, whichever is applicable, determined under the terms of the Retirement Plan, after applying the restrictions in Code Sections 401, 411, 415 that are applicable thereto, to be paid a Participant (or, in the event of the Participant's death, to be paid to the Participant's surviving spouse or beneficiary, if applicable) from the Retirement Plan, based on the Code's limitations in effect for the Retirement Plan at the date the Participant incurs a Separation from Employment (as defined in the Retirement Plan), and disregarding for this purpose any Pre-2005 Accrued Benefit that separately commenced.

1.03 "**Board**" means the Board of Directors of Brown-Forman Corporation.

1.04 "**Cash Balance Accrued Benefit**" means the portion of the benefit under this Plan determined as of the Participant's CB Benefit before Restrictions less the Participant's Actual CB Benefit.

1.05 "**CB Benefit before Restrictions**" means a Participant's monthly Normal, Early, or Late Retirement, or Deferred Vested Benefit, whichever is applicable, determined (i) under the terms of the Retirement Plan without regard to the limitations imposed under Code Sections 401, 411, 415, and subsequent amendments or additions to the Code which may further limit a Participant's Actual CB Benefit, (ii) calculating Average Annual Compensation for the Participant by taking into account the grant value of any Qualified Special Incentive Award (as set forth in the resolutions or consent approving such award and regardless of when such award is granted) when calculating, and (iii) calculating a Participant's Compensation by including Participant salary deferrals into the Brown-Forman Corporation Nonqualified Savings Plan prior to the freeze of deferrals under such plan (included as Compensation for the Plan Year in which such salary deferrals were made). For purposes of any Participant who enters into an agreement with the Employer to cease active services but under which compensation will continue for a period of time not to exceed six months (a "**Leave Agreement**"), the term "**CB Benefit before Restrictions**" shall be determined by including any eligible compensation paid through and including the end of such leave (but in no event for more than six months) and assuming the date a Participant's Period of Severance (as that term is defined in the Retirement Plan) begins is the day the Leave Agreement says that formal separation will occur at the end of such leave. For the avoidance from doubt, the cessation of active services which constitutes a Separation from Service (as defined below in this Plan) with respect to Participants who are parties to a Leave Agreement shall be disregarded for benefit computation purposes, although it shall remain relevant for determining the time for payment of benefits under this Plan.

1.06 "**Employer**" means Brown-Forman Corporation and any of its subsidiaries or affiliated business entities participating in the Retirement Plan.

1.07 "**FAP Benefit before Restrictions**" means a Participant's monthly Normal, Early, or Late Retirement, or Deferred Vested Benefit, whichever is applicable, determined (i) under the terms of the Retirement Plan without regard to the limitations imposed under Code Sections 401, 411, 415, and subsequent amendments or additions to the Code which may further limit a Participant's Actual FAP Benefit, (ii) calculating Average Annual Compensation for the Participant by taking into account the grant value of any Qualified Special Incentive Award (as set forth in the resolutions or consent approving such award and regardless of when such award is granted) when calculating, and (iii) calculating a Participant's Compensation by including Participant salary deferrals into the Brown-Forman Corporation Nonqualified Savings Plan prior to the freeze of deferrals under such plan (included as Compensation for the Plan Year in which such salary deferrals were made). For purposes of any Participant who enters into an agreement with the Employer to cease active services but under which compensation will continue for a period of time not to exceed six months (a "**Leave Agreement**"), the term "**FAP Benefit before Restrictions**" shall be determined by including any eligible compensation paid through and including the end of such leave (but in no event for more than six months) and assuming the date a Participant's Period of Severance (as that term is defined in the Retirement Plan) begins is the day the Leave Agreement says that formal separation will occur at the end of such leave. For the avoidance from doubt, the cessation of active services which constitutes a Separation from Service (as defined below in this Plan) with respect to Participants who are parties to a Leave Agreement shall be disregarded for benefit computation purposes, although it shall remain relevant for determining the time for payment of benefits under this Plan.

1.08 "**Final Average Pay Benefit**" means the portion of the benefit under this Plan determined as the Participant's FAP Benefit before Restrictions less the Participant's Actual FAP Benefit.

1.09 "**Grandfather Transition Date**" means January 1, 2018, the last date as of which a Participant who incurred a Separation from Service before October 15, 2017 could have elected to commence payment of the Pre-2005 Accrued Benefits.

1.10 "**Participant**" means any Employee of the Employer who is an executive officer, or other key Employee designated to participate in this Plan pursuant to Article II hereof and who is a participant in the Retirement Plan, and whose pension benefits determined on the basis of the provisions of such Retirement Plan, are capped because of the dollar limitations of the Code. Participant shall also include those persons who were participants in the Hartmann Supplemental Executive Retirement Plan ("**Hartmann SERP**") at the time of the merger of the Hartmann SERP into this Plan effective December 31, 2008.

1.11 "**Plan**" means this Brown-Forman Corporation Supplemental Executive Retirement Plan, as subsequently amended or restated, which is an unfunded nonqualified defined benefit plan providing supplemental benefits for selected executives, officers, or key Employees, beyond those benefits provided by the Retirement Plan.

1.12 "**Plan Administrator**" means an administrative committee composed of the members of the Employee Benefits Committee, in a non-fiduciary capacity as employees of the Employer.

1.13 "**Pre-2005 Accrued Benefit**" means the vested benefit accrued by a Participant prior to January 1, 2005 based on the terms of this Plan and the Retirement Plan as then in effect, also referred to herein as the "**Grandfathered Benefits**," for which there is a distinction as to how and when payments commence, for benefits that began payment on or before January 1, 2018. The Pre-2005 Accrued Benefit is equal to the Participant's FAP Benefit before Restrictions earned based on compensation and service before January 1, 2005, less the Actual FAP Benefit payable from the Retirement Plan based on compensation and service before that same date. The calculation of the vested Accrued Benefit the Participant would have been entitled to receive under the Retirement Plan is in accordance with the terms of the Retirement Plan in effect on January 1, 2009 without regard to any changes made in such plan thereafter.

1.14 "**Qualified Special Incentive Award**" means a special long-term incentive award made outside of the annual long-term incentive program designated by the Compensation Committee of the Board as includible under this Plan for purposes of calculating a Participant's FAP Benefit before Restrictions.

1.15 "**Retirement Plan**" means the Brown-Forman Corporation Salaried Employees Retirement Plan, as most recently amended and restated effective January 1, 2016 and as subsequently amended from time to time. All terms not otherwise specifically defined in this Plan have the meaning set forth in the Retirement Plan.

1.16 "**Related Employer**" means the Employer and each other corporation or other organization that is deemed to be a single employer with an Employer under Section 414(b) or (c) of the Code (i.e., as part of a controlled group of corporations that includes an Employer or under common control with an Employer).

1.17 "**Separation from Service**" means the date the Participant dies, retires or otherwise has a termination of employment with the Employer and its Related Employers, as described under Code Section 409A.

A Participant who incurs a Separation from Service and is later rehired shall have any Accrued Benefit payable hereunder related to the first period of service paid at the time and manner it would have been paid, without regard to such rehire.

## ARTICLE II — ELIGIBILITY

2.01 Eligibility for Benefits. Any executive, officer or other key Employee of the Employer who is specifically designated by the Employer becomes a Participant of this Plan at any time that the pension benefits otherwise payable under the Retirement Plan to the Employee are reduced by the benefit limitations set forth in the Code.

2.02 Allocation of Authority. Any questions or issues concerning the eligibility of an Employee or an amount of benefits payable by this Plan, if any, are determined by the Plan Administrator in accordance with Article VI.

### ARTICLE III — RETIREMENT BENEFITS

3.01 General. As further described below, the benefit payable under this Plan shall, in general, be equal to the Participant's Final Average Pay Benefit (if any) plus the Participant's Cash Balance Accrued Benefit (if any).

3.02 Grandfathered Benefits. Except for Participants who made a special election in 2008 in accordance with Section 3.03(c) below, a Participant who incurred a Separation from Service before October 15, 2017 and attained age 55 on or before the Grandfather Transition Date, commenced payment of Grandfathered Benefits (also referred to as Pre-2005 Accrued Benefits hereunder) no later than the Grandfather Transition Date and shall be governed by the terms of the 2017 Restatement. Benefits for all other Participants are no longer considered grandfathered for purposes of Code Section 409A and shall be paid pursuant to the terms and conditions of this Plan.

3.03 Time and Form of Benefit Payments. A Participant shall be entitled to such Participant's Final Average Pay Benefit (if any) and Cash Balance Accrued Benefit (if any) under this Plan at the time and in the form provided below.

(a) Final Average Pay Benefits. A Final Average Pay Benefit is paid in the form of one of the actuarially-equivalent monthly annuity forms allowed by Section 4.10 of the Retirement Plan (never in a lump sum), as elected by a Participant before the date it is actually paid (or, failing a timely election, paid in the default form designated in Section 3.03(e) below), said payments to commence on the first day of the month next following the later of the Participant's:

- (i) Separation from Service (subject to the six-month suspension in Section 3.03(d) below); or
- (ii) attainment of age 55.

(b) Cash Balance Accrued Benefit. A benefit payable hereunder that is attributable to Cash Balance Accrued Benefits is paid in the form of a lump sum payment, said payment to be made (subject to the six-month suspension in Section 3.03(d) below) as of the first day of the month next following Separation from Service.

(c) Post-2008 Payments to Participants Terminating Prior to 2009. Notwithstanding Section 3.03(a) above, Participants who separated from service prior to January 1, 2009 and who had not commenced payment of benefits under the Retirement Plan and this Plan prior to January 1, 2009, were given a right to make an irrevocable election to determine the

date that benefits hereunder other than those attributable to Pre-2005 Accrued Benefits shall commence, said election to be no earlier than the first day of the month after attaining age 55 and no later than the first day of the month after attaining age 65. Said election was binding only if made in writing on or before December 31, 2008. If the said Participant failed to make a timely election, the Participant's non-Grandfathered Accrued Benefit commenced or shall commence on the later of January 1, 2009, or the first day of the month next following the Participant attaining age 55. If any such Participants still had a Grandfathered Benefit due as of the Grandfather Transition Date, it was or shall be paid at the same time and in the same manner as applies to that Participant's non-Grandfathered benefit in accordance with that 2008 election. The commencement of benefits under this Section 3.03(c) is further subject to Section 3.03(d) below.

(d) Six-Month Suspension of Payments. Notwithstanding the provisions for commencement of benefit payments under Section 3.03(a), (b), and (c) above, monthly payments shall be suspended and shall not commence earlier than six months following Separation from Service. Any suspended monthly payments or Cash Balance Accrued Benefit will be paid to the Participant in a lump sum actuarial equivalent payment in the seventh month following Separation from Service.

(e) Annuity Election Timing. The election of the particular form of annuity (said forms being actuarially equivalent), in which benefits under Sections 3.03(a) or (c) of this Plan will be received shall be made between up to 180 days before the first payment is due to be made hereunder; provided, however, if a particular form of annuity is not elected before the date the benefit is to commence, the form of annuity payment shall be a joint and 50% survivor annuity for a married Participant for whom spousal date of birth information has been provided, and a life annuity for a Participant who is either not married or for whom marital status or spousal age is not known.

(f) De Minimis Amounts. Notwithstanding the foregoing, the payment of a benefit under this Plan otherwise due to a Participant who has incurred a Separation from Service shall be accelerated and paid in a lump sum in the seventh month following such Separation, if (i) the actuarially equivalent amount of the benefit otherwise payable under this Article is less than that year's annual tax deferral limit (without regard to catch-up under Code Section 402(g) (\$23,500 in 2025)); and (ii) at the time the payment is made, the amount constitutes the Participant's entire interest under the Plan and all other plans that are aggregated with the Plan under Treas. Reg. Sec. 1.409A-1 (c)(2).

3.04 Converted Final Average Pay Benefit. Effective as of July 1, 2025, in lieu of any other benefits that would otherwise be payable under the Plan, any Participant who is either (i) a member of the Executive Leadership Team on July 1, 2025 and who first commenced participation in the Retirement Plan on or after July 1, 2012 (and, therefore, earns benefits under the Cash Balance formula of the Retirement Plan) or (ii) is designated by the Compensation Committee of the Board to receive benefits under this Section 3.04, shall have his or her Final

Average Pay Benefit determined under the provisions of this Section 3.04 and shall not be entitled to any Cash Balance Accrued Benefit under this Plan. The amount of such Participant's Final Average Pay Benefit shall be equal to (A) such Participant's FAP Benefit before Restrictions (calculated as if the Participant were eligible to participate under the Final Average Pay formula of the Retirement Plan during such Participant's entire employment with the Employer) less (B) (i) the Participant's Actual CB Benefit (converted to an annuity using the actuarial equivalence factors in the Retirement Plan) plus (ii) the Participant's Actual FAP Benefit.

3.05 Permitted Acceleration of Payment. The Employer may permit acceleration of the time or schedule of any payment or amount scheduled to be paid pursuant to a payment under the Plan provided such acceleration would be permitted by the provisions of Treas. Reg. Sec. 1.409A-3(j)(4) (which regulation requires that no Participant be allowed to elect whether to exercise this discretion with respect to such Participant's benefit), including the following events:

(b) *FICA Tax*. A payment may be accelerated to the extent required to pay the Federal Insurance Contributions Act tax imposed under Code Sections 3101, 3121(a) and 3121(v)(2) of the Code with respect to compensation under the Plan (the "**FICA Amount**"). Additionally, a payment may be accelerated to pay the income tax on wages imposed under Code Section 3401 of the Code on the FICA Amount and to pay the additional income tax at source on wages attributable to the pyramiding Code Section 3401 wages and taxes. The total payment under this subsection (b) may not exceed the aggregate of the FICA Amount and the income tax withholding related to the FICA Amount. Notwithstanding the option to accelerate benefits for payment of the FICA amount when there is a measurement date, if benefits are not so accelerated, and if a Participant's other income is not debited, or outright payment of such tax is not effected at the date that the benefits could be so taxed, then taxes imposed under Code Sections 3101, 3121(a) and 3121(v)(2) shall be withheld and remitted as and when benefits are paid hereunder.

(c) *Section 409A Additional Tax*. A payment may be accelerated if the Plan fails to meet the requirements of Code Section 409A; *provided, that* such payment may not exceed the amount required to be included in income as a result of the failure to comply with the requirements of Code Section 409A.

(d) *Other Events*. A payment may be accelerated in the Plan Administrator's discretion in connection with such other events and conditions as permitted by Code Section 409A.

3.06 Permissible Delays in Payment. The Employer may delay distributions beyond the date payment would otherwise occur in accordance with the provisions of this Article 3 or under Article 5 upon such other events and conditions as are permissible under Code Section 409A and the accompanying regulations.

#### ARTICLE IV — BENEFIT FORFEITURE

4.01 Forfeiture Provisions. Notwithstanding the foregoing, a Participant forfeits all benefits from the Plan if the Plan Administrator determines that the Participant's employment terminated as a result of fraud, dishonesty, embezzlement, conviction of a crime, or the Participant's having engaged in any act of competition with the Employer. Competition includes, but is not limited to, employment with a competitor, or using, divulging, furnishing or otherwise making accessible to any person, firm or corporation, any knowledge or information with respect to:

- (a) any confidential, proprietary or secret aspect of the business or any program of the Employer; or
- (b) any customers' or suppliers' lists or other information relating to the customers or suppliers of the Employer.

#### ARTICLE V— DEATH BENEFITS AND BENEFICIARY

5.01 Distribution of Survivor Benefits. When electing a form of payment hereunder that allows designation of a Beneficiary other than a spouse or Partner (as defined in the Retirement Plan), a Participant shall designate a Beneficiary in accordance with the terms of the Retirement Plan. Subject to Section 3.03(f) above, upon the death of a Participant who had previously begun receiving Retirement Benefit payments under this Plan in the form of a straight life annuity with one hundred twenty (120) months certain, the Participant's Beneficiary is entitled to a continued monthly benefit equal hereunder for the remainder of such minimum period. If the Plan Administrator has any doubt as to the proper Beneficiary to receive payments under this Plan, the Plan Administrator has the right to withhold such payments until the matter is resolved and to offset from such benefit any costs and expenses incurred in resolving the matter. Any payment made by the Plan Administrator, in good faith and in accordance with this Plan, fully discharges the Plan Administrator and the Employer from all further obligations with respect to such payment.

5.02 Death Benefits.

(a) Upon the death of a Participant before payment of benefits begins hereunder, whose spouse or Partner (as defined in the Retirement Plan) is eligible for a Final Average Pay Death Benefit based on the Retirement Plan's Final Average Pay formula in accordance with Article IV of the Retirement Plan (or for a Participant covered by Section 3.04 above, whose spouse or Partner would have been eligible if such Participant had participated in the Retirement Plan prior to July 1, 2012), the Participant's surviving spouse or Partner is entitled to a monthly benefit (subject to the de minimis lump sum exception in Section 3.03(f) above) from this Plan equal to the surviving spouse/Partner benefit determined under the Retirement Plan, but with respect to the difference between the FAP Benefit before Restrictions and the

Actual FAP Benefit (or for Participants described in Section 3.04, Actual CB Benefit), in each case calculated as provided in Article III hereof. Such benefit shall begin at the later of the first of the month following the Participant's death, or the first of the month following the month in which the Participant would have attained age 55. There is no death benefit under the Plan for a Participant with a Final Average Pay Benefit who dies without a surviving spouse or Partner.

(b) Notwithstanding the preceding subparagraph, if a Participant with a Final Average Pay Benefit (including a Participant described in Section 3.04 above) dies before payment actually begins hereunder but during a Processing Window (as defined below), the death benefit payable shall be the survivor portion due under the form of annuity payment the Participant elected before death, payable to the beneficiary designated in the payment election; provided, however, that, with respect to a Final Average Pay Benefit, if a Participant elected a single life annuity during the Processing Window and then died before its first payment, any surviving spouse or Partner shall still be entitled to the benefit described in Section 5.02(a).

(c) For purposes of this Section, the "Processing Window" shall mean the period after a Participant has fully completed and delivered to the Employer the distribution forms to select the form of annuity in accordance with Section 3.03(e), provided that such election form also includes a spousal consent thereto, if required, and provided further that such forms may not be completed or deemed completed or tendered, any earlier than the 180th day prior to the date payment of benefits to the Participant could have been due hereunder, had death not occurred. For avoidance of doubt, such election forms may not be completed and binding except for a Participant who either (i) is still employed has selected and announced an eligible retirement date that will occur within 6 months and after his age of 55, or (ii) has had a Separation from Service within 6 months prior to or after his attainment of age 55.

(d) Upon the death of a Participant with a Cash Balance Accrued Benefit, the Participant's spouse or Partner (as defined in the Retirement Plan), if otherwise eligible for a Death Benefit in accordance with Article IV of the Retirement Plan, shall be entitled to a lump sum benefit from this Plan equal to Cash Balance Accrued Benefit. Except as provided in the next sentence, there is no death benefit under the Plan for a Participant with a Cash Balance Accrued Benefit who dies without a surviving spouse or Partner. If a Participant with a Cash Balance Accrued Benefit dies after having (i) announced an intention to terminate employment within 6 months, and (ii) completed and submitted election paperwork to be paid their Cash Balance Accrued Benefit beginning within 6 months after that election, the Participant's spouse or Partner (as defined in the Retirement Plan), or, if none, the Participant's estate, shall be entitled to a lump sum benefit from this Plan equal to the Cash Balance Accrued Benefit. For the avoidance of doubt, this Section 5.02(d) shall not apply to any Participant receiving a benefit pursuant to Section 3.04 above.

(e) Upon death of a Participant after benefit payments have begun hereunder, the Participant's spouse, Partner (as defined in the Retirement Plan) or other Beneficiary (if

applicable) as of the date such benefit began shall be entitled to a survivor annuity based on the form of benefit then in effect. No Partner death benefit shall apply hereunder for Grandfathered Benefits paid or payable before the Grandfather Transition Date.

## ARTICLE VI —PLAN ADMINISTRATION

6.01 Source of Benefits. Amounts payable under this Plan are not funded and are paid exclusively from the general assets of the Employer. No person entitled to payment under this Plan has any claim, right, security interest, or other interest in any fund, trust, account, insurance contract, or asset of the Employer. The benefits under this Plan constitute liabilities of the Employer, payable when due.

6.02 Governing Law. The provisions of this Plan are construed, administered, and enforced in accordance with the laws of the State of Delaware, to the extent such laws are not superseded by Federal law.

6.03 Nonguarantee of Employment. The Plan does not in any way obligate the Employer to continue the employment of a Participant, nor does it limit the right of the Employer at any time to terminate the Participant's employment, with or without cause. Termination of a Participant's employment with the Employer, whether by action of the Employer or Participant, immediately terminates participation in the Plan and all further obligations of either party, except as may be provided in this Plan.

6.04 Other Benefits and Agreements. The benefits provided for a Participant and, if applicable, Participant's spouse, Partner or Beneficiary under the Plan are in addition to any other benefits available under any other plan or program of the Employer for its Employees, and, except as may otherwise be expressly provided for, the Plan supplements and does not supersede, modify or amend any other plan or program of the Employer or a Participant. Moreover, benefits under the Plan are not considered Compensation for the purpose of computing contributions or benefits under any plan or plans maintained by the Employer, or any of its subsidiaries, which are qualified under Code Sections 401(a) and 501(a).

6.05 Restrictions on Alienation of Benefits. No right or benefit under the Plan is subject to anticipation, alienation, sale, assignment, pledge, encumbrance or transfer, and any attempt to anticipate, alienate, sell, assign, pledge, encumber or transfer Plan benefits is void. Prior to actual payment, a Participant's benefit is not subject to the debts, judgments or other obligations of the Participant, and is not subject to attachment, seizure, garnishment or other process applicable to the Participant, spouse, Partner or other Beneficiary. If any Participant, spouse, Partner or other Beneficiary under the Plan attempts to anticipate, alienate, sell, assign, pledge, encumber or transfer any right to a Plan benefit, then such right or benefit, at the

discretion of the Plan Administrator, ceases, and in such event, the Plan Administrator may hold or apply the same or any part thereof for the benefit of such Participant or Beneficiary.

Notwithstanding the foregoing, the preceding paragraph shall not apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a divorce or separation instrument, provided that such divorce or separation instrument meets the same general requirements as a Qualified Domestic Relations Order as provided by the underlying Retirement Plan pursuant to Section 206(d) of the Employee Retirement Income Security Act and Code Section 414(p).

6.06 Administration of the Plan. The general administration of this Plan, as well as construction and interpretation thereof, is vested in the Plan Administrator, which shall generally administer this Plan in the same manner and in accordance with the administrative provisions of the Retirement Plan, to the extent applicable. The Plan Administrator has the duty, full discretionary authority, and full discretionary control to manage the operation and administration of this Plan. The Plan may retain agents to assist in the administration of the Plan and may delegate to agents such duties as it sees fit. The Plan Administrator's interpretations, determinations, regulations, calculations, and other administrative decisions are final and binding on all persons and parties having an interest in the Plan. In the event of a dispute over the payment of benefits under this Plan, the same claims procedure as applies under the Retirement Plan shall apply to benefits under this Plan as well, and the Plan Administrator shall withhold such payments pending resolution of the dispute. The Plan Administrator retains the right to offset any costs and expenses incurred in resolving a dispute over benefits from the benefits as and when due (and not before due) hereunder.

The Employer will indemnify, defend and hold harmless any Employee designated by the Employer to assist in the administration of the Plan from any and all loss, damage, claims, expense or liability with respect to this Plan (collectively, "claims") except claims arising from the intentional acts or gross negligence of the Employee.

6.07 Fair Construction. The Employer, Participants, spouses, Partners or other Beneficiaries intend that this Plan in form and in operation comply with Code Section 409A, the regulations thereunder, and all other present and future applicable guidance. The Employer and any other party with authority to interpret or administer the Plan will interpret the Plan terms in a manner which is consistent with applicable law.

6.08 Disclaimer. It is the Employer's intention that the Plan comply with the requirements of Code Section 409A. Neither the Employer nor a Related Employer shall have any liability to any Participant should any provision of the Plan fail to satisfy the requirements of Code Section 409A.

6.09 Plan Amendments. The Employer reserves the right to amend or modify this Plan, in whole or in part, at any time. Action by the Employer under this Plan may be by the Board,

the Compensation Committee of the Board, or by any officer delegated amendment authority by the Board.

6.10 Plan Termination. The Employer reserves the right to terminate the Plan (or related portion thereof) in accordance with the rules set forth in Treas. Reg. 1.409A-3(j)(ix).

**IN WITNESS WHEREOF**, the Employer has caused this amended and restated Plan to be executed by an officer duly authorized this 17<sup>th</sup> day of July, 2025, effective as set forth herein.

**BROWN-FORMAN CORPORATION**

By: /s/Leanne D. Cunningham

Title: EVP and Chief Executive Officer

**BROWN-FORMAN CORPORATION**  
**AMENDED AND RESTATED**  
**NON-EMPLOYEE DIRECTOR**  
**DEFERRED STOCK UNIT PROGRAM**

1. General. This Brown-Forman Corporation Amended and Restated Non-Employee Director Deferred Stock Unit Program (the “**Program**”) is intended to more closely align board compensation at Brown-Forman Corporation, a Delaware corporation (the “**Company**”) with the interests of the Company’s shareholders, by making available to eligible participants tax-deferred investments in Company stock as authorized by the Brown-Forman 2013 Omnibus Compensation Plan, as amended and the Brown-Forman 2022 Omnibus Compensation Plan (each, an “**Omnibus Plan**” and collectively, the “**Omnibus Plans**”). It is intended that the Program be in compliance with Code Section 409A and guidance issued thereunder (“**Section 409A**”). Capitalized terms not defined herein have the meanings set forth in the applicable Omnibus Plan. This document shall constitute an Award Agreement under the Omnibus Plans.

2. Eligibility. All members of the Board of Directors of the Company who are not also employees of the Company shall participate in this Program (referred to as the “**Participants**”).

3. Account. The amount due to be paid or delivered to any Participant under this Program shall be determined based on the Participant’s Account. The Company shall maintain a bookkeeping account for each Participant, to which shall be credited (i) part of the annual Director retainer which the Board determines to deliver in the form of equity pursuant to Section 4(a) or (b) below, plus (ii) that part of the annual retainer which is otherwise payable in cash, that is electively deferred pursuant to Section 4(c) below, plus (iii) Dividend Equivalents as described in Section 5 below (the “**Account**”). Equity and deferral portions of a retainer, and Dividend Equivalents, to the extent denominated as cash, shall be converted into a number of whole and fractional units (each, a “**DSU**”), equal to the cash so credited, divided by the Fair Market Value (as defined in the Omnibus Plan) of a Share as of the date credited. All amounts credited to an Account shall be nonforfeitable as and when provided in Section 7 below. The DSUs contemplated hereunder are granted pursuant to each Omnibus Plan as Market Value Units and for purposes of such plans, shall be designated and treated as such. At each grant of DSUs, the Board shall determine in its sole discretion whether all or any portion of such DSUs shall relate to the Company’s Class A common stock or Class B common stock; provided that there is no requirement that any Director receive the same class of stock as any other Director or as such Director may have received in prior grants.

4. Contribution Amounts and Crediting Dates.

(a) Non-Elective Company Contribution for 2011 Board Year. On September 23, 2010, the Company awarded and caused to be credited to a Participant’s Account (i) \$60,000 to each Participant that was elected as a Director at the annual meeting of stockholders held July 22, 2010; or (ii) \$60,000, prorated based on the portion of the Board Year (as defined below) not yet elapsed as of the date of the Director’s election, to any Participant elected as a Director after

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the annual meeting of stockholders held July 22, 2010, but before the following annual meeting of stockholders in 2011.

(b) Non-Elective Company Contribution in Future Years. On the date of the Company's annual meeting of stockholders in each year after 2010 while this Program is in effect, the Company shall award and cause to be credited to the Account of each Participant who has not then experienced a Separation from Service (as defined below), that part of the annual retainer then in effect which the Board has determined shall be delivered in equity, if any. With respect to a non-employee Director who is elected for the first time other than on an annual meeting date, the Company shall award and cause to be credited to such Participant's Account on the date of election that part of the annual retainer then in effect which the Board has determined shall be delivered in equity, prorated based on the portion of the Board Year not yet elapsed as of the date of the Director's election.

(c) Participant Deferrals; Election Period. On the date of the Company's annual meeting of stockholders in each year after 2010 while this Program is in effect, each Participant (provided he or she is then still a Director) shall have credited to his or her Account an amount equal to all or part, in increments of 25%, (as elected by the Participant in accordance with this Section) of the annual retainer which the Board has determined before that date would, if not electively deferred hereunder, otherwise be payable in cash (the "**Annual Cash Retainer**"), in one single credit, despite the fact that such amount would otherwise be paid in installments over the period beginning at one annual meeting of stockholders and ending at the next such meeting (the "**Board Year**").

A Participant's election to defer all or a portion of the Annual Cash Retainer shall be made in writing or electronically on a form approved for such purpose submitted to the Company no later than December 31 of the calendar year before the Board Year with respect to which the Annual Cash Retainer is payable, and shall be irrevocable as of such December 31. A new election shall be required each year. Notwithstanding the preceding sentences, a non-employee Director of the Company who is elected for the first time after the effective date of this Program may make an election to defer Annual Cash Retainer by submitting a written election form within the 30 day period beginning on the date the Director is elected (a "**new Participant**"), which election may apply only to the portion of such Annual Cash Retainer equal to the total due for the Board Year, prorated based on the portion of the Board Year not yet elapsed at the date the deferral election becomes irrevocable (on that 30th day of the election period). The exception for a mid-year election for a new Participant shall not apply unless the Participant can be treated as initially eligible in accordance with Treasury Regulation Section 1.409A-2(a)(7), which generally provides that this special election period shall not apply to Participants in this Program who were, prior to eligibility hereunder, made eligible in any other plans of the Company (or its related companies) that must be aggregated with this Plan under Code Section 409A, and shall not apply to a Participant whose eligibility to defer under this Program started, then ceased, then was renewed again, unless that Participant was not able to defer under this and all aggregated plans (if any) for the previous 24 months or longer.

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5. Dividend Equivalents. Each Participant's Account shall be credited on each dividend payment date of the Company, with an amount equal to the cash dividends that would have paid on the number of DSUs in their Account on the record date for such dividend, if such DSUs were deemed to be outstanding Shares ("***Dividend Equivalents***"). Such cash shall then be converted to DSUs as provided in Section 3 above, and the newly credited DSUs may relate to the same or different class of stock to which the DSUs with respect to which the dividend was paid relate, as determined by the Board in its sole discretion.

6. Changes in Shares. In the event of a stock dividend, stock split, reverse stock split or similar change in capitalization affecting the Shares, the number of DSUs credited to each Participant's Account shall be adjusted by the Board of Directors in the same fashion as would a Share then outstanding. The adjustment by the Board of Directors shall be final, binding and conclusive.

7. Vesting and Distributions.

(a) Vesting. DSUs awarded, created from deferrals, or credited based on Dividend Equivalents related to such amounts in each Board Year hereunder shall be vested and nonforfeitable on a pro rata basis over the entire Board Year. If a Director experiences a Separation from Service before the end of a Board Year, the portion of his or her Account related to that Board Year shall be debited for the unvested portion based on the number of days left in the Board Year at such Separation, divided by the total days in the Board Year, and all rights in such unvested portion shall lapse.

(b) Time and Amount of Distribution. Following a Participant's Separation from Service, the Participant (or the beneficiary in the event of the Participant's death) will be paid the balance of the Participant's Account (net of any forfeiture provided in Section 7(a) above) in either of the following forms set forth below and each Participant shall be provided the ability to elect the form of payment with respect to DSUs corresponding to each Board Year at the time set forth in Section 4:

- (i) a single lump sum on the first February 1 that is at least 6 months following the Director's Separation from Service, or
- (ii) if not so elected, in 10 substantially equal annual installments with the first payment made on the first February 1 that is at least 6 months following the Director's Separation from Service, with each subsequent installment made on successive anniversaries of the date of the first payment.

Provided however, that, if, before the first payment date, the Participant has died or has been determined to have incurred a Disability (as defined below), payment shall be made at the applicable February 1 in a single lump sum, even if installments were otherwise elected. In addition, in the case of death after installment payments have begun, the next installment payment due on the first February 1 after the date of death shall be a lump sum of all remaining amounts in the Account.

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(c) Form of Distribution. All distributions shall be paid by delivery of whole Shares, either Class A Shares or Class B Shares as was determined pursuant to Section 3 hereof, equal to the number of whole DSUs in the Account scheduled to be distributed on such date. Any fractional DSUs shall be paid in cash based on the Fair Market Value of a Share on the last trading date before the date of payment.

8. Tax Withholding. If and to the extent at any time the Company has an obligation to withhold and remit income or other taxes with respect to a Director's annual retainer or Account, the Company's obligation to make any payments to any Participant is subject to and conditioned on tax obligations being satisfied either by the Participant making a payment in cash for such amounts, or, failing receipt of such cash prior to the date payment of all or part of an Account is due hereunder, the Company shall deduct from the Shares to be issued in payment, the tax withholdings due to be remitted, based on the Fair Market Value of the Shares on the last trading day prior to the remittance date.

9. Rights of Participants. Participation in the Program, and any actions taken pursuant to the Program, shall not create or be deemed to create a trust or fiduciary relationship of any kind between the Company and the Participant and shall not confer upon the Participant any separate right to remain a member of the Company's Board of Directors. The Company may, but shall have no obligation to, establish any separate fund, reserve, or escrow or to provide security with respect to any amounts deferred under the Program. Any assets of the Company which are set aside in any separate fund, reserve or escrow shall continue for all purposes to be a part of the general assets of the Company, with title to the beneficial ownership of any such assets remaining at all times in the Company. No Participant, nor his legal representatives, nor any of his beneficiaries shall have any right, other than the right of an unsecured general creditor of the Company, in respect of the Account established hereunder, and such persons shall have no property interest whatsoever in any specific assets of the Company. A Participant shall have no rights as a stockholder of the Company, and shall not be entitled to vote, with respect to the DSUs credited to his Account.

10. Reporting. The Company shall provide access to statements for Participants showing the DSUs standing to the credit of their Accounts no less frequently than once a year.

11. Source of Shares. Shares reserved under the Company's applicable Omnibus Plan to which DSUs relate shall be used to satisfy any obligations to distribute Shares under this Program.

12. Claims Procedure.

(a) All claims for benefits under this Program shall be filed in writing with the Compensation Committee of the Board of Directors of the Company (the "**Committee**") in accordance with such procedures as the Committee shall reasonably establish.

(b) The Committee shall, within 90 days (45 days for payment based on Disability) after a submission of a claim, provide adequate notice in writing to any claimant whose claim for benefits under the Program has been denied. Such notice shall contain the

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specific reason or reasons for the denial and references to specific Program provisions on which the denial is based. The Committee shall also provide the claimant with a description of any material or information which is necessary in order for the claimant to perfect his claim and an explanation of why such information is necessary. If special circumstances require an extension of time for processing the claim, the Committee shall furnish the claimant a written notice of such extension prior to the expiration of the 90-day period (30 days for a Disability claim, and an additional 30 day extension is available). The extension notice shall indicate the reasons for the extension and the expected date for a final decision, which date shall not be more than 180 days (105 days for Disability) from the initial claim.

(c) The Committee shall, upon written request by a claimant within 60 (180 for a Disability claim) days of receipt of the notice that his claim has been denied, afford a reasonable opportunity to such claimant for a full and fair review by the Committee of the decision denying the claim. The Committee will afford the claimant an opportunity to review pertinent documents and submit issues and comments in writing. The claimant shall have the right to be represented.

(d) The Committee shall, within 60 days (45 days for a Disability claim) of receipt of a request for a review, render a written decision on its review. If special circumstances require extra time for the Committee to review its decision, the Committee will attempt to make its decision as soon as practicable, and in no event will the Committee take more than 120 days (90 days for Disability claims) to send the claimant a written notice of its decision.

(e) With respect to the adjudication of Disability claims (and any related review thereof), this Program shall be administered in accordance with all applicable requirements of DOL Regulation §2560.503-1, including, but not limited to, the independence and impartiality standards thereof.

13. Beneficiary. If a Participant dies before he has received full payment of the amount credited to his Account, such unpaid portion shall be paid to the Participant's primary or contingent beneficiary as last designated by the Participant in writing on a form provided by the Company for that purpose (a sample of which is attached hereto as Exhibit A but which may be changed from time to time.) Each designation received by the Company prior to a Participant's death will, upon receipt, revoke any prior designations. If no beneficiary has been designated or if a designated beneficiary has predeceased the Participant, such unpaid portion shall be paid to the Participant's spouse, or, if there is no spouse, to the Participant's children per stirpes, or, if there is no spouse or children, to the Participant's estate.

14. No Assignment or Alienation. Neither the deferred compensation payable under this Program, nor Shares distributable upon distribution hereunder, shall be subject to alienation, assignment, garnishment, execution, security interest or levy of any kind, and any attempt to cause any such amounts or Shares to be so subjected shall not be recognized.

15. Miscellaneous.

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(a) All expenses incurred in the establishment and maintenance of or attributable to a Participant's Account shall be borne by the Company and shall not reduce the amount credited to such Account.

(b) This Program may be amended in any way or may be terminated, in whole or in part, at any time, and from time to time, by the Board of Directors of the Company. The foregoing provisions of this paragraph notwithstanding, no amendment or termination of the Program shall adversely reduce the number of DSUs credited to the Accounts prior to the effective date of such amendment or termination, or accelerate the timing of payment from the Accounts, except as allowed under Section 409A upon Program termination. Notwithstanding the foregoing, the Board of Directors of the Company specifically reserves the right to amend the Program as necessary to comply with Section 409A.

(c) The Committee shall have the exclusive discretionary authority to determine the amounts of benefits under the Program, make factual determinations, construe and interpret terms of the Program, supply omissions and determine any questions which may arise in connection with its operation and administration. Its decisions or actions in respect thereof, including any determination of any amount credited or charged to the Participants' Accounts or the amount or recipient of any payment to be made therefrom, shall be conclusive and binding for all purposes upon the Company and upon any and all Participants, their beneficiaries, and their respective heirs, distributees, executors, administrators and assignees.

(d) The terms of this Program shall be binding upon and shall inure to the benefit of the Company and its successors or assigns and each Participant and his beneficiaries, heirs, executors, and administrators.

(e) Subject to its obligation to pay the amount credited to the Participant's Account at the time distribution is required pursuant to Section 8, neither the Company, any person acting on behalf of the Company, the Board of Directors, nor the Board of Directors shall be liable for any act performed or the failure to perform any act with respect to the terms of the Program, except in the event that there has been a judicial determination of willful misconduct on the part of the Company, such person, the Board of Directors or the Board of Directors.

(f) This Program, and all actions taken hereunder, shall be governed by and construed in accordance with the laws of the State of Delaware, except as such laws may be superseded by any applicable Federal laws.

(g) This Program is subject to the terms of the applicable Omnibus Plan and administrative guidelines promulgated under it from time to time. In the event of a conflict between this Program and the Omnibus Plan, the Omnibus Plan document as well as any determinations made by the Board of Directors as authorized by the Omnibus Plan document shall govern.

16. Effective Date and Term. This Program was originally adopted under the Brown-Forman 2004 Omnibus Compensation Plan, as amended (the "**2004 Plan**"), and was effective as of September 23, 2010. On July 25, 2013, the shareholders of the Company approved the 2013

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Omnibus Compensation Plan (the “**2013 Plan**”). Awards granted pursuant to this Program prior to the adoption of the 2013 Plan by the shareholders of the Company are governed by the terms of the 2004 Plan and this Program as in effect prior to July 25, 2013. Awards granted on or after July 25, 2013 and before July 28, 2022 are governed by the terms of the 2013 Plan and this Program as in effect on or after July 25, 2013 and prior to July 28, 2022. On July 28, 2022, the shareholders of the Company approved the 2022 Omnibus Compensation Plan (the “**2022 Plan**”). Awards granted hereunder on or after July 28, 2022 shall be administered under the 2022 Plan and this Program until the Company discontinues the Program or no further Awards can be made thereunder. The Company shall continue to maintain Accounts hereunder until all Accounts are distributed.

17. Definitions. Terms capitalized herein and not defined in the context in which used or in the Omnibus Plan, shall have the meanings set forth below.

(a) “**Code**” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(b) “**Disability**” occurs when a Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

(c) “**Separation from Service**” means the date the Participant’s term as a Director expires, the Participant resigns as a Director, or the Participant is removed as a Director, provided that the Company and Participant in good faith believe at that time that the Participant’s status as a Director of the Company will not be renewed and that no other service relationship (as an employee or independent contractor) with the Related Group will continue or be begun. If the parties anticipate that some service relationship within the Related Group will continue after a Participant’s term as a Director expires and is not renewed, in all events the “Separation from Service” is deemed to occur 12 months after the date on which a Participant ceases to serve as a member of the Board of Directors, as long as the Participant does not actually perform services for the Related Group (as a director, employee or independent contractor) during such 12 month period, as provided under Treasury Regulation §1.409A-1(h)(2)(ii). “**Related Group**” for this purpose means the Company and all other companies or other organizations that are deemed to be a part of a controlled group of corporations that includes the Company or under common control with the Company within the meanings given those phrases in Section 414 of the Code

The undersigned Secretary of the Company hereby certifies that this Program was adopted by and became an action of the Board of Directors on the date set forth below.

**BROWN-FORMAN CORPORATION**

By: /s/ Michael E. Carr, Jr.  
its Secretary

Date: July 23, 2025

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**EXHIBIT A**

**BROWN-FORMAN CORPORATION**

**AMENDED AND RESTATED**

**NON-EMPLOYEE DIRECTOR DEFERRED STOCK UNIT PROGRAM**

**BENEFICIARY DESIGNATION**

Pursuant to Section 13 of the Brown-Forman Corporation Amended and Restated Non-Employee Director Deferred Stock Unit Program, (the "**Program**"), the undersigned Participant hereby designates the following as the Participant's beneficiary to receive any Shares still to be delivered in payment for an Account accumulated under the Program's terms, in a single lump sum at the next payment date after my date of death:

**Primary Beneficiary(ies)\***

\* *Note, if you reside in a community property state, spousal consent will be required for you to validly designate a primary beneficiary other than your spouse; if one or more primary beneficiaries designated below does not survive the participant, the percentage indicated will be adjusted for those remaining to equal 100%, unless "per stirpes" is specified, in which case the deceased beneficiary's share will be divided among that beneficiary's issue*

Name and current address	Relationship	% Share

**Contingent Beneficiary(ies)**

*to be paid if no Primary Beneficiary survives*

Name and current address	Relationship	% Share

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This designation of beneficiary may be revoked or amended by the Participant at any time without the consent of a previously-designated beneficiary. The last written beneficiary designation on file with the Company prior to a Participant's death will control payment of an Account. If all beneficiaries predecease the Participant, or no beneficiary is designated the terms of the Program will dictate to whom the Account is paid.

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\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
(print name and signing capacity)

Date: \_\_\_\_\_

**CERTIFICATION PURSUANT TO SECTION 302 OF SARBANES-OXLEY ACT OF 2002**

I, Lawson E. Whiting, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Brown-Forman 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.

Dated: August 28, 2025

By: /s/ Lawson E. Whiting

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Lawson E. Whiting  
President and Chief Executive Officer

**CERTIFICATION PURSUANT TO SECTION 302 OF SARBANES-OXLEY ACT OF 2002**

I, Leanne D. Cunningham, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Brown-Forman 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.

Dated: August 28, 2025

By: /s/ Leanne D. Cunningham

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Leanne D. Cunningham  
Executive Vice President and Chief Financial  
Officer

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

In connection with the Quarterly Report of Brown-Forman Corporation (“the Company”) on Form 10-Q for the period ended July 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), each of the undersigned hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, in the capacity as an officer of the Company, that:

- (1) The Report fully complies with the requirements of Section 13(a) 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.

Dated: August 28, 2025

By: /s/ Lawson E. Whiting  
Lawson E. Whiting  
President and Chief Executive Officer

By: /s/ Leanne D. Cunningham  
Leanne D. Cunningham  
Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

This certificate is being furnished solely for purposes of Section 906 and is not being filed as part of the Report.