

OFFERING DOCUMENT

JOANN Inc. 2021 EMPLOYEE STOCK PURCHASE PLAN

This document (this “Offering Document”) is hereby adopted by the Compensation Committee of the Board of Directors of JOANN Inc., a Delaware corporation (the “Company”), in its capacity as Administrator of the JOANN Inc. 2021 Employee Stock Purchase Plan (the “Plan”). This Offering Document is adopted pursuant to Article IV of the Plan and is hereby incorporated by reference into and made a part of the Plan. Defined terms used herein without definition shall have the meanings specified in the Plan, except as otherwise provided herein. The Plan was approved by the Company’s stockholders on March 3, 2021.

This Offering Document shall apply with respect to Offering Periods under the Plan until this Offering Document is terminated, amended or modified by the Administrator or a new Offering Document is adopted by the Administrator.

Eligibility Requirements: Generally, full and part-time Employees of the Company and of the Designated Subsidiaries identified on Appendix A hereto (“Designated Subsidiaries”) on the first Trading Day of each Offering Period may participate in the Plan for such Offering Period.

Members of the Company’s Board of Directors, consultants, independent contractors, interns, and temporary workers who are not Employees, plus Part Time Casual Team Members (including as identified under the Company’s payroll systems), are not eligible to participate in the Plan.

Length of Offering Periods: Six (6) Months

Offering Periods to Commence: Starting in 2022, on each January 1 and July 1 following the Effective Date.
The first Offering Period under the Plan will commence on January 1, 2022.

Purchase Dates: The Purchase Date with respect to each Offering Period shall occur on the last Trading Day in such Offering Period, which dates are expected to be June 30 and December 31 (unless such dates are not Trading Days).

Maximum Number of Shares of Common Stock That May Be Purchased By Any Participant During an Offering Period: No Participant shall be permitted to purchase Shares having a fair market value (determined on the first day of the Offering Period) that exceeds \$25,000 for each calendar year, and in any case no Participant may purchase more than 5,000 Shares during any Offering Period.

The maximum aggregate number of Shares that may be purchased by all Participants during an Offering Period is the total number of Shares that are authorized and reserved for issuance under the Plan as of the Enrollment Date, and remaining available, for such Offering Period.

Purchase Price: On each Purchase Date, the purchase price for a Share will be 85% of the lesser of the fair market value of a Share on the first Trading Day of the Offering Period or the last Trading Day of each Purchase Period within an Offering Period (whichever is lower); provided, however, that the Purchase Price may be adjusted

by the Administrator pursuant to Article VIII of the Plan; and provided, further, that the Purchase Price shall not be less than the par value of a Share.

Contributions:

A Participant may elect to have at least one percent (1%) of compensation and not more than fifteen percent (15%) of such compensation deducted on each payday on an after-tax basis for use in purchasing Shares pursuant to the Plan (only whole percentages may be elected). Participants may not make additional cash contributions to the Plan.

“Compensation” is defined as base cash compensation, but excludes such items as jury duty pay, funeral leave pay, military leave pay, commissions, incentive compensation, one-time bonuses (e.g., retention or sign on bonuses), education or tuition reimbursements, travel expenses, business and moving reimbursements, income received in connection with any stock options, stock appreciation rights, restricted stock, restricted stock units or other compensatory equity awards, fringe benefits, other special payments and all contributions made by the Company or any Designated Subsidiary for the Employee’s benefit.

Only whole Shares may be purchased. Any contribution amount remaining in a Participant’s Plan account after the purchase of whole Shares shall be carried over to the next Offering Period or refunded to the Participant in cash at the end of the Offering Period, without interest, if the Participant’s participation is not continued in such next Offering Period.

Enrollment:

Eligible Employees must enroll in an Offering Period by delivering a subscription agreement to the Company during an open Enrollment Period, defined as the period between June 1 and June 15 for an Offering Period beginning on July 1, and the period between December 1 and December 15 for an Offering Period beginning on January 1.

Once a Participant enrolls in the Plan, his or her subscription agreement will remain in effect for subsequent Offering Periods unless (1) the Participant submits a new subscription agreement, (2) the Participant withdraws from the Plan or (3) the Participant otherwise becomes ineligible to participate in the Plan.

Changes in Contribution Rates:

Participants may increase or decrease the percentage of contributions through payroll deductions only during an open Enrollment Period. No changes to the percentage of contributions may be made during the Offering Period.

Withdrawals:

A Participant may withdraw from an Offering Period prior to the end of the Offering Period as facilitated by the Company.

If an Eligible Employee withdraws from the Plan, the Eligible Employee may elect to participate again in the Plan for any subsequent Offering Period, so long as the Eligible Employee is still eligible to participate in the Plan, by completing a new subscription agreement during an open Enrollment Period.

Mandatory Holding Period:

During the six (6) month period from the last day of each Offering Period, a Participant (whether or not still an Employee) may not sell Shares acquired during such Offering Period except on account of the Participant’s death, or such other reason as the Administrator may permit in its discretion from time to time.

Transfer Restriction:

Participants are restricted from transferring Shares out of their E*TRADE brokerage account to another brokerage account for one year after the date on which the Shares were purchased.

Electronic Submissions:

As permitted by applicable law, Eligible Employees may submit designations, forms or notices under the Plan in electronic format as permitted by the Company before any required deadline for such communications (with such electronic communications deemed effectively given upon actual receipt).

Offerings Subject to the Plan:

Each offering and Offering Period under the Plan is subject to the provisions of the Plan. Such offerings are subject to all interpretations, amendments, rules and regulations that may from time to time be promulgated and adopted under the Plan. In the event of any conflict between the provisions of an offering and those of the Plan (including interpretations, amendments, rules and regulations that may from time to time be promulgated and adopted pursuant to the Plan), the provisions of the Plan will control.

APPENDIX A

Designated Subsidiaries of JOANN Inc.

- Jo-Ann Stores, LLC (Designated Subsidiary as of November 16, 2021)
- Creativebug, LLC (Designated Subsidiary as of November 16, 2021)
- Jo-Ann Stores Support Center, Inc. (Designated Subsidiary as of November 16, 2021)