

CODE OF CONDUCT

INTRODUCTION

It is the policy of Jos. A. Bank Clothiers, Inc. and each of its subsidiaries (collectively, the “Company”) to conduct all business activities honestly and ethically. This Code of Conduct (this “Code”) sets forth the minimum acceptable standards of conduct which the Company requires of each of its directors, officers and employees (collectively, “Associates”). No code of conduct, including this Code, can cover every situation. It is the responsibility of each Associate, acting in each circumstance, to conduct himself or herself with honesty and the highest regard for ethical behavior.

CITIZENSHIP AND PUBLIC RESPONSIBILITY

Compliance with Legal Requirements

The activities of all Associates acting on the Company’s behalf must always be in full compliance with applicable laws, governmental rules and regulations, the rules of The NASDAQ Stock Market® and other public and private requirements to which the Company or Associates are subject (collectively, “Legal Requirements”). No Associate shall violate any Legal Requirement or assist a third party in violating any Legal Requirement.

Relations with Customers and Third Parties

Associates shall deal honestly and fairly with the Company’s customers, suppliers, competitors and other third parties.

Proper Accounting and Financial Integrity

All disclosures in reports and documents that the Company files with, or submits to, the Securities and Exchange Commission and in other public communications made by the Company shall be full, fair, accurate, timely and understandable.

The Company’s books, records and accounts shall reflect, accurately and fairly and within the Company’s regular system of accountability, all of the Company’s transactions and the acquisition and/or disposition of its assets. The preparation of financial statements shall be in conformity with generally accepted accounting principles consistently applied and other applicable rules, regulations and criteria.

Associates may submit confidential, anonymous concerns regarding questionable accounting, internal accounting controls or auditing matters via: the Internet at www.openboard.info/josb; e-mail at josb@openboard.info; or telephone at (866) 515-9485.

USE OF COMPANY ASSETS, FACILITIES AND SERVICES

The use of Company assets (including confidential or proprietary information), facilities or services, for any unlawful, improper or unauthorized purpose is strictly prohibited.

Political Contributions

Political contributions are subject to many Legal Requirements. No contributions of Company assets or resources or use of its facilities, regardless of form, may be made or offered, directly or indirectly, by any Associate to any political party, or any candidate for, or holder of, political office, either domestic or foreign, without the express consent of the Chief Executive Officer or General Counsel.

These restrictions are not intended to prohibit or discourage Associates from making personal contributions to political candidates or parties of their choice, or from participating in the political process for their own account and on their own time. However, no Associate shall pressure or harass and any other Associate in political matters.

Computer and Communication Systems

The Company's telephones, computers, telecopiers, electronic mail and other communication systems are intended for business purposes only and may be monitored by the Company. An Associate should therefore not have any expectation of privacy in the use of these systems. Associates are prohibited from sending communications of a harassing, intimidating, slanderous, offensive or discriminatory nature. Associates are prohibited from accessing or downloading with Company property material which is sexually oriented, discriminatory, defamatory, irresponsible or illegal. Only Company-owned or licensed software may be used on Company systems. Reproduction of Company-owned or licensed software is prohibited.

CONFLICTS OF INTEREST

No Associate may directly or indirectly (including, through his or her family) engage or participate in, or authorize, any transaction or arrangement involving any actual or apparent conflict between the interests of the Company and the personal interests of the Associate. Associates shall report any transaction or relationship that reasonably could be expected to give rise to such a conflict. For purposes of this section, the term "family" shall include spouse, minor or adult children or step-children, parents, grandparents, grandchildren or individuals residing in the Associate's household, whether or not related.

SECURITIES TRADING

Inside Information

Inside information is information concerning the Company which is material and nonpublic. Material information is information that would be expected to affect either the

investment decision of a reasonable investor or the market price of the Company stock. Information is considered nonpublic until it has been made widely available to the investing public and for at least two trading days thereafter. Associates may not disclose inside information to anyone not employed by the Company, or to any Associate who has no business need for such information.

Trading Guidelines

No Associate may trade in the Company stock if the Associate has inside information about the Company. Additionally, directors and officers may not trade in the Company stock during any designated black-out periods and must notify the Company's General Counsel prior to making any permitted trade. Directors, officers and each person who is or becomes a beneficial owner of 10% or more of any class of the Company's securities must also comply with the reporting requirements and liability provisions of Section 16 of the Securities Exchange Act of 1934.

CONFIDENTIAL AND PROPRIETARY INFORMATION

All nonpublic information regarding the Company used or developed by an Associate, or communicated to an Associate, is confidential and proprietary. "Confidential" means such information is not to be disclosed to anyone outside or inside the Company except for a valid Company purpose. "Proprietary" means that such information belongs solely to the Company and may not be used except for a valid Company purpose. Prohibited disclosure includes not only discussions about and releases of documents, but also electronic transmissions such as e-mails and Internet postings. Disclosure of confidential or proprietary information is a violation of Company policy and may be a violation of Legal Requirements. Confidential information may include, but is not limited to, information about the Company's operations, sales, financial conditions, marketing methods, prices, suppliers, plans, hardware, software, specifications, designs, techniques and intellectual property, regardless of form.

Upon the termination of his or her association with the Company, the Associate must deliver to the Company all documents, papers, records, files, recordings, digital and electronically stored information, computer or word-processing software and any and all other materials containing confidential or proprietary information. The Associate may not retain any copies, summaries or other descriptions of any of these materials. Each Associate is bound by these obligations with respect to the confidential or proprietary information of the Company not only during the period of his or her employment with the Company, but also following the termination of his or her employment with the Company.

NEWS AND MEDIA CONTACTS

Unless another Associate is designated by the Chief Executive Officer, only the Chief Executive Officer may speak on behalf of the Company to the media. All media inquiries should be directed to the Chief Executive Officer or his designee.

HEALTH AND SAFETY

Each Associate shall maintain a safe and healthy work environment. Violence and threatening behavior are not permitted. Associates shall be free from the influence of illegal drugs or alcohol at all times while performing work for the Company.

EMPLOYMENT ISSUES

Equal Opportunity

The Company is an equal opportunity employer in accordance with all applicable Legal Requirements. The Company does not discriminate in the hiring, promotion, training, compensation, termination or discipline of any individual on the basis of any legally-protected status. All Associates are required to conduct their Company activities with due regard to this policy.

Harassment

It is the Company's policy to maintain a work environment free from all forms of harassment and to insist that all Associates be treated with dignity, respect and courtesy. Any comments or conduct relating to a person's race, religion, age, sex or ethnic background that fail to respect the dignity and feelings of the individual are unacceptable. Also unacceptable are comments or conduct of a sexual nature, where such behavior tends to threaten or offend a fellow Associate. Associates are cautioned that even joking or mild comments or conduct may violate this policy. It is the Company's goal that such comments or conduct not occur and should they occur, that they be rectified fairly and quickly.

INTERNAL COMMUNICATION

An Associate should make an immediate report if he or she has been requested to act in a manner that is not consistent with this Code, or believes that another Associate is acting in such a manner. In order to encourage uninhibited communication of such matters, such communications will be treated confidentially to the fullest extent possible and no disciplinary or other retaliatory action will be taken against any Associate who acts in good faith in communicating such matters. Questions regarding this Code or information regarding a possible violation should be directed to the Human Resources Department or to the General Counsel. Associates may also use the Action Hotline at (866) TELL BANK (866-835-5226) or action@jos-a-bank.com. Associates are not required to leave their name on the Action Hotline.

ENFORCEMENT

Any Associate whose conduct violates this Code will be subject to disciplinary action by the Company, up to and including, discharge and/or forfeiture of any benefits or rights (including contractual rights) which, under applicable law or contract, are forfeitable upon a discharge for cause, and to the enforcement of such other remedies as the Company may have under applicable law. Enforcement actions shall be prompt, consistent and reasonably designed to deter wrongdoing and promote accountability for

adherence to this Code. In determining what action is appropriate in a particular case, there shall be taken into account all relevant information, including the nature and severity of the violation, whether the violation was a single occurrence or repeated occurrences, whether the violation appears to have been intentional or inadvertent, whether the individual in question had been advised prior to the violation as to the proper course of action and whether or not the individual in question had committed other violations in the past.

WAIVERS AND AMENDMENTS

Any waiver of this Code for executive officers or directors may be made only by the Board of Directors and must be promptly disclosed to shareholders, along with the reasons for the waivers. The provisions of this Code may be waived for employees who are not executive officers by the Chief Executive Officer or his designee. The Company reserves the right to amend this Code at any time and from time to time. Any amendment of this Code will be publicly disclosed as required by applicable Legal Requirements.

CODE NOT A CONTRACT OF EMPLOYMENT

This Code is not a contract of employment nor is it meant to limit the Company's rights to discipline or terminate employees for any acts or omissions, including those not set forth as part of this Code. Neither does this Code change the status of any at-will employee. The Company retains all of its rights in connection with the discipline and/or termination of Associates. This Code is in addition to any employment contract that an Associate may have with the Company.