
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): December 12, 2025



THE HAIN CELESTIAL GROUP, INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

0-22818
(Commission File Number)

22-3240619
(IRS Employer
Identification No.)

**221 River Street,
Hoboken, New Jersey**
(Address of Principal Executive Offices)

07030
(Zip Code)

Registrant's Telephone Number, Including Area Code: (516) 587-5000

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (See General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
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Common Stock, par value \$.01 per share

HAIN

The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

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.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On December 15, 2025, The Hain Celestial Group, Inc. (the “Company”) announced that Alison E. Lewis, the Company’s Interim President and Chief Executive Officer, transitioned to the role of President and Chief Executive Officer of the Company, effective as of December 15, 2025 (the “Effective Date”). In addition, in connection with her appointment to this permanent role, the Compensation Committee (the “Compensation Committee”) of the Board of Directors of the Company (the “Board”) recommended, and the Board approved, entry into an employment agreement (the “Employment Agreement”) and a change in control agreement (the “CIC Agreement”) with Ms. Lewis.

Pursuant to the Employment Agreement between Ms. Lewis and the Company, dated as of December 12, 2025, Ms. Lewis will be entitled to an annual base salary of \$850,000. Ms. Lewis will be eligible for an annual incentive award with a target of 100% of her base salary and a maximum amount of 150% of her target annual incentive opportunity, prorated in 2026 for the remainder of the Company’s 2026 fiscal year following the Effective Date. Ms. Lewis will also receive two long-term incentive awards pursuant to the terms of the Company’s Long-Term Incentive Program (“LTIP”) under the Company’s 2022 Long Term Incentive and Stock Award Plan, as amended (the “Plan”). Ms. Lewis’s LTIP awards consist of (i) 1,500,000 performance share units (“PSUs”) and (ii) 650,000 restricted share units (“RSUs”). The PSUs will vest based on achievement of pre-established stock price targets prior to the third anniversary of the Effective Date and while Ms. Lewis is employed, with one-quarter (1/4) of the PSUs vesting based on achievement of each of \$3.00, \$5.00, \$7.00, and \$9.00 average closing stock prices over a 30-trading day period. The RSUs will vest in one-third (1/3) annual installments over a period of three years following the Effective Date, subject to continued employment. Beginning in fiscal year 2029 and subject to continued employment, Ms. Lewis will be eligible to receive LTIP awards under the Plan as determined by the Compensation Committee. The Company will reimburse Ms. Lewis up to \$10,000 for legal fees incurred in connection with the negotiation of the Employment Agreement.

In connection with her appointment as the Company’s Interim President and Chief Executive Officer on May 7, 2025, Ms. Lewis received a one-time grant of restricted stock units (the “Interim RSU Award”). Pursuant to the Employment Agreement, a pro rata portion of the Interim RSU Award (based on the number of days from May 7, 2025 to the Effective Date) will vest on the Effective Date and the remaining unvested portion will be forfeited.

If the Company terminates Ms. Lewis’s employment without “cause” or Ms. Lewis resigns for “good reason”, under the terms of the Employment Agreement, Ms. Lewis will be entitled to (a) the sum of her (i) base salary and (ii) target annual incentive opportunity and (b) payment or reimbursement for continued medical, dental and vision coverage pursuant to COBRA until the earlier of (i) 12 months following the date of Ms. Lewis’s termination or resignation and (ii) the date she is eligible for coverage under a subsequent employer’s group health plan. Ms. Lewis also entered into the CIC Agreement, providing for severance benefits in the event she is terminated without “cause” or resigns for “good reason” in connection with a change in control of the Company. The CIC Agreement generally provides for severance benefits equal to two times the sum of Ms. Lewis’s (i) base salary and (ii) target annual incentive opportunity. Pursuant to the terms of the RSU award agreement, if Ms. Lewis’s employment is terminated (x) (A) due to Ms. Lewis’ death or disability or (B) by the Company without “cause” or Ms. Lewis resigns for “good reason” in connection with a change in control, then all unvested RSUs will automatically vest and (y) without “cause” or Ms. Lewis resigns for “good reason” not in connection with a change in control, then Ms. Lewis will vest in a pro rata portion of the unvested RSUs that would have otherwise vested on the vesting date following such termination. Severance payments under the Employment Agreement and the CIC Agreement are subject to Ms. Lewis’s execution and non-revocation of a separation agreement and release of claims in favor of the Company.

Ms. Lewis remains subject to customary restrictive covenants pursuant to the Confidentiality, Non-Interference, and Invention Assignment Agreement entered into in connection with her appointment as the Company’s Interim President and Chief Executive Officer.

Biographical and other information regarding Ms. Lewis was included in the Company’s Definitive Proxy Statement for its 2025 annual meeting of stockholders filed with the Securities and Exchange Commission on [September 18, 2025](#), which information is incorporated herein by reference.

The foregoing descriptions of the Employment Agreement and the CIC Agreement are not complete and are qualified in their entirety by the terms and provisions of the Employment Agreement and the CIC Agreement, copies of which are filed herewith as Exhibits 10.1 and 10.2 and are incorporated herein by reference.

On December 15, 2025, the Company issued a press release announcing the foregoing transition. A copy of the Company's press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment Agreement, dated as of December 12, 2025, by and between The Hain Celestial Group, Inc. and Alison E. Lewis
10.2	Change in Control Agreement, dated as of December 12, 2025, by and between The Hain Celestial Group, Inc. and Alison E. Lewis
99.1	Press Release of The Hain Celestial Group, Inc. dated December 15, 2025
104	Cover Page Interactive Data File (embedded within the inline XBRL document)

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 hereunto duly authorized.

THE HAIN CELESTIAL GROUP, INC.

Date: December 15, 2025

By: /s/ Kristy M. Meringolo

Kristy M. Meringolo

Chief Legal and Corporate Affairs Officer, Corporate Secretary



December 12, 2025

Dear Alison:

We are pleased to offer employment to you as President and Chief Executive Officer of The Hain Celestial Group, Inc. ("**Hain Celestial**" or the "**Company**"). Your employment will transition from Interim President and Chief Executive Officer to President and Chief Executive Officer effective December 15, 2025 (the "**Start Date**"), subject to your acceptance of this letter.

1. **Position and Duties.** In your capacity as President and Chief Executive Officer, you will report directly to the Board of Directors of the Company (the "**Board**"). You will have general supervision over the business of the Company and will perform all duties, and have all authority, incident to the office of President and Chief Executive Officer and such other duties consistent with your position as may from time to time reasonably be assigned to you by the Board. Except with the prior written consent of the Board, you will not, while employed by the Company, undertake or engage in any other employment, occupation, or business enterprise that would interfere with your duties and responsibilities, except for (a) reasonable time devoted to volunteer services for or on behalf of such religious, educational, non-profit, and/or other charitable organization as you may wish to serve, and (b) reasonable time devoted to activities in the non-profit and business communities consistent with your duties. You may, with the prior written consent of the Board, serve as a member of one public company board of directors, in addition to your service on the Board. Notwithstanding the foregoing, you may continue to serve in your current capacities as: (a) Board Member, The Lovett School; and (b) Board Member, Cadent. You will continue to be a member of the Board immediately following your appointment as President and Chief Executive Officer. Following the Start Date and while you remain employed as President and Chief Executive Officer, the Company will use its reasonable best efforts to cause you to be nominated for re-election to the Board each time your term on the Board would otherwise expire. Upon termination of your employment for any reason and unless otherwise agreed between you and the Company, you will be deemed to have immediately resigned from the Board and you will take such further actions as may be necessary or desirable to effectuate such resignation.

2. **Base Salary.** Your annual base salary will be \$850,000 (less required withholdings and elected deductions) and will be paid in accordance with the Company's regular payroll practices.

3. **Annual Bonus.** You will be eligible to earn an annual incentive award (the "**Annual Incentive Award**") under the terms and conditions of the Company's Annual Incentive Plan. Your target Annual Incentive Award shall be equal to 100% of your annual base salary (the "**Target AIP Award**"), and your maximum Annual Incentive Award shall be equal to 150% of the Target AIP Award. The amount payable to you under the Annual Incentive Award will be determined by the Compensation Committee of the Board (the "**Compensation Committee**") in its discretion under the terms of the Annual Incentive Plan. Your Annual Incentive Award opportunity, including the Target AIP Award, for fiscal year 2026 will be prorated at 7/12 based on the number of months from the Start Date to the end of the Company's 2026 fiscal year (with the month of your Start Date counted as a full month). You must be actively employed by the Company at the time of payment in order to be eligible to receive payment in respect of an Annual Incentive Award.

4. **Long-Term Incentive Program Awards.** On or as soon as practical following the Start Date, you will receive awards covering an aggregate of 2,150,000 share units, comprised of 1,500,000 Performance Share Units ("**PSUs**") and 650,000 Restricted Share Units ("**RSUs**"), which represent the total three-year long-term incentive opportunity that would have been granted to you in fiscal years 2026 – 2028. The PSUs will vest upon achievement of pre-established stock price targets while you are employed,

as set forth below and in greater detail in the award agreement. If at any time before the third anniversary of the Start Date and while you are employed, the average closing price per share of Company common stock for 30 consecutive trading days (the “**30-Trading Day Average Stock Price**”) equals or exceeds the applicable stock price target(s), the corresponding portion(s) of the PSUs will vest. The total PSUs earned during such three-year performance period shall range from 0 to 1,500,000 as follows:

- 375,000 shares are earned if the 30-Trading Day Average Stock Price equals or exceeds \$3.00;
- 375,000 shares are earned if the 30-Trading Day Average Stock Price equals or exceeds \$5.00;
- 375,000 shares are earned if the 30-Trading Day Average Stock Price equals or exceeds \$7.00; and
- 375,000 shares are earned if the 30-Trading Day Average Stock Price equals or exceeds \$9.00.

The RSUs will vest one third each year on the anniversary of the Start Date, subject to your continued employment.

All shares earned pursuant to the PSU grant and RSU grant (net of shares withheld for taxes) must be held for a minimum of six (6) months after vesting.

The PSUs and RSUs will be subject to the forms of award agreements agreed upon by the Company and you contemporaneously with this offer letter.

For fiscal year 2029 and subsequent fiscal years, subject to your continued employment and Compensation Committee plan design and approval, you will be eligible to participate in the Company’s Long-Term Incentive Program (“**LTIP**”). The form of LTIP awards will be determined by the Compensation Committee and will generally be consistent with LTIP awards made in such fiscal years to other senior executives of the Company. Any LTIP awards are determined and granted in the Compensation Committee’s sole discretion and the terms of this paragraph do not constitute a guarantee of a future year award.

You will also be subject to the Company’s stock ownership guidelines as in effect from time to time. The stock ownership guidelines currently require you to own Company common stock having a value equal to six times your base salary, and you have five years from appointment to achieve such ownership target.

5. Treatment of Outstanding Equity Awards. In connection with your role as Interim President and Chief Executive Officer, you had received on May 7, 2025 a one-time grant of 620,689 RSUs with a grant date fair value of \$900,000 (the “**Interim RSU Award**”). You and the Company agree that, on the Start Date, 377,515 RSUs — representing a pro rata portion of the Interim RSU Award based on the number of days from May 7, 2025 to the Start Date, divided by 365 days — shall accelerate and fully vest, and the remaining 243,174 RSUs under the Interim RSU Award shall terminate and be forfeited.

6. Business Expenses. During the term of your employment, the Company shall reimburse you for business expenses, including travel, that are reasonable and necessary for you to perform, and were incurred by you in the course of the performance of, your duties pursuant to this letter and in accordance with the Company’s expense reimbursement policies.

7. Severance Protection. If the Company terminates your employment without Cause (as defined below) or if you resign your employment for Good Reason (as defined below), in addition to any base salary earned as of the effective date of such termination or resignation, you will be entitled to (a) receive a severance payment of one times the sum of your annual base salary in effect at the time of

termination and your Target AIP Award for the year in which the termination date occurs, payable (less applicable withholdings) in bi-weekly payments over a period of 12 months, in accordance with the Company's regular payroll practices, following the termination of your employment, with the first payment made on the 60th day after the end of your employment, and (b) continued medical, dental and vision coverage through the last day of the month in which such termination or resignation becomes effective, in accordance with the Company's standard policy for U.S. employees, after which, if you properly and timely elect medical, dental, and/or vision coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act ("**COBRA**"), you will be entitled to payment or reimbursement by the Company of the cost of the premium for COBRA coverage equivalent to your coverage that existed as of the effective date of your termination or resignation, subject to applicable taxes, until the earlier of (i) 12 months following the date of such termination or resignation and (ii) the date you are eligible for coverage under a subsequent employer's group health plan.

Your entitlement to the severance payment and COBRA reimbursement will be subject to the execution, within 21 (or 45, if applicable) days following your termination, and non-revocation of a separation agreement and release of claims in a form reasonably satisfactory to the Company, including an acknowledgment of the continued effectiveness of your post-employment restrictive covenants and other obligations to the Company, including those set forth in the Confidentiality Agreement (as defined below).

For purposes of this letter, the terms "Cause" and "Good Reason" shall have the following meanings:

- "**Cause**" means the following grounds for termination of employment: (i) you are convicted of a felony or enter a plea of guilty or *nolo contendere* with respect thereto; (ii) your continuous failure to substantially perform your reasonably assigned duties for the Company or any subsidiary (other than a failure resulting from your incapacity due to physical or mental illness), which failure has continued for a period of at least thirty (30) days after a written notice of demand for substantial performance, signed by a duly authorized member of the Board, has been delivered to you specifying in reasonable detail the manner in which you have failed substantially to perform; (iii) you engage in actual or attempted theft or embezzlement of Company assets; (iv) you engage in conduct that is materially harmful to the public reputation of the Company or any subsidiary, other than conduct required by law or regulation; (v) you engage in any act of dishonesty, fraud, or immoral or disreputable conduct that has or could reasonably be expected to have a detrimental impact on the Company; (vi) you engage in willful misconduct in the performance of your duties, or materially violate any Company policy or code of conduct (including, without limitation, with respect to harassment); (vii) you materially breach any covenant or condition of this letter or any other agreement between the parties including without limitation the Confidentiality Agreement or any other agreement containing provisions relating to confidentiality, assignment of inventions, non-competition, non-solicitation / non-interference, or non-disparagement; or (viii) you breach your fiduciary duty to the Company or any subsidiary.
- "**Good Reason**" means the occurrence (without your prior express written consent) of any one of the following acts, or failures to act:
 - a. the assignment to you of any duties or responsibilities materially inconsistent with your position, or a material diminution in your position, duties, authority or responsibilities; provided that Good Reason shall not exist under this clause if such material diminution in duties and responsibilities occurs after you have provided notice of your intention to terminate your employment, or is as a result of any disposition or sale of any subsidiary or business of the Company;
 - b. a material reduction in your base salary as in effect on the Start Date or as the same may be increased from time to time (other than any decrease in the same percentage as an across the board salary reduction generally applicable to other senior level executives); or

- c. any failure by the Company to comply with any of the material provisions of this offer letter with the Company.

You shall not have Good Reason for termination unless (i) you reasonably determine in good faith that a “Good Reason” condition has occurred; (ii) you notify the Company in writing of the occurrence of the Good Reason condition within sixty (60) days of such occurrence; (iii) the Company fails to cure the condition during the period of thirty (30) days following such notice (the “**Good Reason Cure Period**”); and (iv) you terminate your employment within sixty (60) days after the end of the Good Reason Cure Period. If the Company cures the Good Reason condition during the Good Reason Cure Period, Good Reason shall be deemed not to have occurred with respect to such Good Reason condition.

8. Change in Control Agreement. Simultaneously with the execution of this letter, you will enter into the Company’s standard Change in Control Agreement (the “**CIC Agreement**”), which will become effective on the Start Date. The CIC Agreement generally provides a severance benefit equal to two times the sum of your annual base salary and Target AIP Award if your employment is terminated under certain circumstances in connection with a Change in Control (as defined in the CIC Agreement), subject to the terms and conditions set forth in the CIC Agreement.

9. Employee Benefits. Your group health insurance benefits plans will continue to remain in place and you will have the ability to elect to participate in group health insurance plans, consistent with the practices in place for existing employees of the Company.

10. Vacation. You will be entitled to up to four weeks of annual paid vacation and other personal leave in accordance with Company policy, which shall be subject in all respects to the terms and conditions of the Company’s paid time off policies, as may be in effect from time to time.

11. Reimbursement of Attorneys’ Fees. The Company agrees to reimburse you for the reasonable cost of attorneys’ fees incurred in connection with the negotiation of your employment, in an aggregate amount not to exceed \$10,000. Reimbursement shall be made within 30 days after you provide appropriate documentation. You understand you may have tax obligations in connection with reimbursement for the attorneys’ fees.

12. No Conflicts. You have advised us that you are not a party to or restricted by an agreement with a previous employer that would interfere with or impair in any way your ability to perform the duties of your position with Hain Celestial as described in this letter. It is a condition of your employment with Hain Celestial that you refrain from using or disclosing any proprietary information or trade secrets of any previous employer in the course of your employment with Hain Celestial.

13. At-Will Employment. This letter does not constitute a guarantee that your employment will continue for any period of time or any specific treatment. Your employment with us is “at-will” and is therefore terminable by either Hain Celestial or you without Cause, notice or liability except as set forth in paragraphs 7 or 8 above. Your continued employment is subject to, among other things, your satisfactory completion of your job responsibilities and your compliance with Hain Celestial’s policy requirements.

14. Section 409A. This letter and the Company’s obligations hereunder are intended to comply with or otherwise be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and rulings thereunder (collectively, “**Section 409A**”), to the extent applicable, and shall be so construed. Notwithstanding anything in this letter to the contrary, payments of “nonqualified deferred compensation” subject to Section 409A may only be made under this letter upon an event and in a manner permitted by Section 409A, to the extent applicable. For purposes of Section 409A, all payments of “nonqualified deferred compensation” subject to Section 409A to be made upon the termination of your employment under this letter may only be made upon a “separation from service” under Section 409A. Each payment made under this letter shall be treated as a separate payment and

the right to a series of installment payments under this letter is to be treated as a right to a series of separate payments. In no event shall you, directly or indirectly, designate the calendar year of payment with respect to any amount that is "nonqualified deferred compensation" subject to Section 409A. If you are considered a "specified employee" (as defined under Section 409A) and payment of any amounts under this letter is required to be delayed for a period of six months after separation from service pursuant to Section 409A, payment of such amounts shall be delayed as required by Section 409A, and the accumulated postponed amounts shall be paid in a lump-sum payment within five days after the end of the six month period. If you die during the postponement period prior to the payment of benefits, the amounts postponed on account of Section 409A shall be paid to the personal representative of your estate within 60 days after the date of your death.

15. Arbitration. To the fullest extent permitted by applicable law, any disputes arising out of or related to this letter shall be settled solely and exclusively by binding arbitration in Walton County, Florida. Such arbitration shall be conducted before a single impartial arbitrator jointly selected by you and the Company and shall be administered by JAMS pursuant to its employment arbitration rules then in effect (the "**Rules**"). In any arbitration, any and all claims shall be arbitrated only on an individual basis, and not on a class, collective, or multiple-party basis. You and the Company expressly waive any right to arbitrate as a class representative, as a class member, or in a collective action, and there shall be no joinder or consolidation of parties. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided, however, that nothing in this paragraph 15 shall be construed as (a) precluding the bringing of an action for injunctive relief or other equitable relief in the United States District Court for the Northern District of Florida or any state court located in Walton County, Florida or (b) compelling arbitration of claims that, by applicable law, cannot be compelled to arbitration, in which event such claims shall be brought exclusively in the United States District Court for the Northern District of Florida or any state court located in Walton County, Florida. The arbitrator will be required to administer the arbitration pursuant to the Rules and issue an award, in writing, within thirty (30) days of the arbitration hearing, which award must contain a summary of the issues in controversy, a summary of the arbitrator's findings, and a description of the award issued. The arbitrator may not modify or change this letter in any way, but may award damages, and/or other relief, only to the extent then permitted under applicable federal, state, or local statutes. To the extent permitted by applicable law, any controversy over whether a dispute is an arbitrable dispute or as to the scope, validity, interpretation or enforceability of this paragraph 15 with respect to such arbitration shall be determined by the arbitrator, and not by a court or any other governmental body. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court of competent jurisdiction. Unless otherwise prohibited or required by law, any arbitration proceeding (including the nature and substance of all claims, defenses, information, materials, discovery, witness testimony, motions, and post-hearing submissions) shall be strictly confidential and such proceeding shall be identified to JAMS as a confidential proceeding. Each party shall pay the fees of its attorneys, the expenses of its witnesses, and any other costs and expenses that the party incurs in connection with the arbitration. All other costs of the arbitration, including the fees of the arbitrator and administrative fees, shall be paid by the Company; provided that you shall be responsible for paying any JAMS initiation/filing fee with respect to any claims initiated by you.

16. Indemnification; D&O Coverage. The Company shall at all times maintain directors' and officers' liability insurance under which you shall be covered on a basis that is no less favorable than the coverage provided to any other director or officer of the Company, and the Company shall otherwise indemnify you to the fullest extent permitted by applicable law, whether under the Company's governing documents or otherwise. The Company will pay, as incurred, any reasonable expenses (including fees and disbursements of legal counsel) incurred by you in defending any civil, criminal or administrative proceeding, including any investigation, that may result in an indemnifiable cost or loss, subject to your obligation to repay any such amount if it is subsequently determined that you were not entitled to indemnification pursuant to this paragraph 16, an applicable indemnity agreement, the governing instruments of the Company, an insurance policy, or otherwise.

17. Prior Agreements. This letter supersedes all prior or contemporaneous agreements, understandings, negotiations, or representations, whether oral or written, express or implied, on this subject, including, but not limited to, the Offer Letter dated May 8, 2025 regarding your employment as Interim President and Chief Executive Officer, except that the Confidentiality, Non-Interference, and Invention Assignment Agreement between you and the Company, dated May 8, 2025 (the "**Confidentiality Agreement**"), shall continue in effect in accordance with its terms. This letter may not be modified or amended except by a specific, written arrangement signed by you and the Chair of the Board or an authorized officer of Hain Celestial. The terms of this letter shall be governed by Florida law.

18. Counterparts. This letter may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

Please acknowledge your acceptance of these terms by your signature below.

THE HAIN CELESTIAL GROUP, INC.

By: /s/ Dawn Zier
Name: Dawn Zier
Title: Chair of the Board

Accepted: /s/ Alison E. Lewis
Alison E. Lewis

Date: December 12, 2025

CHANGE IN CONTROL AGREEMENT

This CHANGE IN CONTROL AGREEMENT, dated as of December 12, 2025 (this “*Agreement*”), is made by and between The Hain Celestial Group, Inc., a Delaware corporation (the “*Company*”), and Alison E. Lewis (the “*Executive*”). This Agreement will become effective upon the Start Date (as defined in the offer letter between the Company and the Executive, dated as of December 12, 2025 (the “*Offer Letter*”), and in the event the Start Date does not occur, this Agreement shall be void ab initio and of no force or effect and neither the Company nor the Executive shall have any rights or obligations hereunder.

WHEREAS, the Company considers it essential to the best interest of its stockholders to foster the continued employment of key executive management personnel; and

WHEREAS, the Board of Directors of the Company (the “*Board*”) recognizes that, as is the case with many publicly-held corporations, the possibility of a Change in Control (as defined below) of the Company exists from time to time and that such possibility, and the uncertainty, instability and questions which it may raise for and among key executive management personnel, may result in the premature departure or significant distraction of such management personnel to the material detriment of the Company and its stockholders; and

WHEREAS, the Board has determined that appropriate steps should be taken to reinforce, focus and encourage the continued attention and dedication of key members of the executive management of the Company and its subsidiaries, including the Executive, to their assigned duties without distraction in the face of potentially disturbing or unsettling circumstances arising from the possibility of a Change in Control of the Company.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Company and the Executive hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms have the meanings set forth below:

1.1 “**Base Salary**” means the Executive’s annualized base salary as in effect from time to time.

1.2 “**Cause**” has the meaning as set forth in the Offer Letter.

1.3 “**Change in Control**” means the occurrence of any of the following:

- a. the acquisition by any Person of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), of fifty percent (50%) or more of the combined voting power of the then outstanding voting securities of the Company; provided, however, that for purposes of this clause a., the following acquisitions shall not constitute a Change in Control: (i) any issuance of voting securities of the Company directly from the Company that is approved by the Incumbent Board (as defined below), or (ii) any acquisition of voting securities of the Company by any Person pursuant to a Business Combination
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(as defined below) that complies with clauses (i), (ii) and (iii) of clause c. below; or

- b. individuals who, as of the date hereof, constitute the Board (the “**Incumbent Board**”), cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a member of the Board (a “**Director**”) subsequent to the date hereof whose election, or nomination for election by the Company’s stockholders, was approved by a vote of at least two-thirds of the Directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination) shall be deemed to have been a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of Directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or
- c. consummation of a reorganization, merger or consolidation, a sale or other disposition of all or substantially all of the assets of the Company, or other transaction (each, a “**Business Combination**”), unless, in each case, immediately following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners of voting securities of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, more than fifty percent (50%) of the combined voting power of the then outstanding voting securities of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to such Business Combination, (ii) no Person (other than such entity resulting from such Business Combination) beneficially owns, directly or indirectly, fifty percent (50%) or more of the combined voting power of the then outstanding voting securities of the entity resulting from such Business Combination and (iii) at least a majority of the members of the board of directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or
- d. consummation of a complete liquidation or dissolution of the Company previously approved by the stockholders of the Company.

With respect to any payment that is “nonqualified deferred compensation” as defined under Section 409A, it is the intent of the Company that the definition of “Change in Control” satisfies, and be interpreted in a manner that satisfies, the applicable requirements of Section 409A of the Internal Revenue Code of 1986, as amended (“**Section 409A**”). If the definition of “Change in

Control” would otherwise frustrate or conflict with the intent expressed above, that definition to the extent possible shall be interpreted and deemed amended so as to avoid such conflict.

1.4 “**Company**” means The Hain Celestial Group, Inc. and any successor to its business and/or assets which assumes (either expressly, by operation of law or otherwise) and/or agrees to perform this Agreement by operation of law or otherwise (except in determining, under Section 1.3 hereof, whether or not any Change in Control of the Company has occurred in connection with such succession).

1.5 “**Good Reason**” has the meaning as set forth in the Offer Letter.

1.6 “**Person**” shall have the meaning ascribed thereto in Section 3(a)(9) of the Exchange Act, as modified, applied and used in Sections 13(d) and 14(d) thereof; provided, however, a Person shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its subsidiaries (in its capacity as such), (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation or other entity owned, directly or indirectly, by the stockholders of the Company in substantially the same character and proportions as their ownership of voting securities of the Company.

1.7 “**Target Award**” means the target amount of the Executive’s annual incentive award under annual incentive plans to be adopted by the Compensation Committee of the Board.

2. **Change in Control Severance.**

2.1 *Severance.* If a Change in Control occurs during the Term and, during the period commencing on the date of the Change in Control and ending twelve (12) months following the date of the Change in Control, the Executive’s employment with the Company is terminated by the Company without Cause or by the Executive for Good Reason, the Executive shall receive cash severance (the “**Change in Control Severance**”) in an amount equal to two (2) times the sum of the Executive’s Base Salary plus the Executive’s Target Award, which shall be paid in equal installments over a two (2)-year period in accordance with the Company’s regular payroll schedule, with the first payment being made on the sixtieth (60) day after the termination of the Executive’s employment.

2.2 *Release; Section 409A; No Offset or Duty to Mitigate.* The Change in Control Severance shall in all respects be conditioned on (i) the Executive executing within twenty-one (21) days of termination (or forty-five (45) days to the extent required by applicable law) and not revoking a written release in a form provided by the Company releasing the Company from any and all claims with respect to all matters arising out of or related to the Executive’s employment by the Company or the termination of the Executive’s employment (the “**Release**”), which Release will not release the Executive’s right to severance or to indemnification against third party claims, or the Executive’s rights as a shareholder of the Company, and will not increase the scope or duration of any post-employment restrictions on the Executive’s activities, (ii) the Executive’s compliance with the terms of the Release, including any return of property, non-disparagement, and confidentiality provisions, and (iii) the Executive’s continued compliance with the Executive’s obligations under any continuing provisions in the Executive’s employment

agreement or offer letter with the Company or any other agreement between the parties, in each case relating to confidentiality, assignment of inventions, non-competition, non-solicitation / non-interference, or non-disparagement. In no event shall the timing of the Executive's execution of the Release, directly or indirectly, result in the Executive designating the calendar year of payment of the Change in Control Severance, and if a payment that is "nonqualified deferred compensation" as defined under Section 409A is subject to execution of the Release and could be made in more than one taxable year, payment shall be made in the later taxable year. If the Executive is considered a "specified employee" (as defined under Section 409A) and payment of any amounts under this Agreement is required to be delayed for a period of six (6) months after separation from service pursuant to Section 409A, payment of such amounts shall be delayed as required by Section 409A, and the accumulated postponed amounts shall be paid in a lump-sum payment within five (5) days after the end of the six (6) month period. If the Executive dies during the postponement period prior to the payment of benefits, the amounts postponed on account of Section 409A shall be paid to the personal representative of the Executive's estate within sixty (60) days after the date of the Executive's death. The Executive's rights to the Change in Control Severance under this Agreement will not be subject to offset by compensation from other sources or a duty on the Executive's part to mitigate or seek other employment.

2.3 Other Agreements, Policies or Arrangements. In the event the Executive becomes entitled to receive the Change in Control Severance, the payment to the Executive of such Change in Control Severance shall be in lieu of, and not in addition to, any severance payable to the Executive under the terms of any other employment agreement, offer letter, or other agreement with the Company, or any Company severance plan, policy, program, or arrangement. Except as provided in the preceding sentence, this Agreement is not intended to and shall not modify or supersede any such employment agreement, offer letter, or other agreement or arrangement between the Executive and the Company in effect from time to time. This Agreement is not intended to and shall not modify or supersede the provisions of any equity award agreement between the Company and the Executive; the treatment of the Executive's equity awards upon a Change in Control shall be governed by the applicable equity award agreements.

3. Term of this Agreement. This Agreement shall commence on the date hereof and shall continue in effect initially for a period of three (3) years (the "**Initial Term**"). The term of this Agreement shall automatically be extended for additional one (1) year periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") if the Executive has remained continuously employed through the last day of the Initial Term or Renewal Term, unless the Company provides written notice to the Executive at least six (6) months prior to the end of the Initial Term or Renewal Term of the Company's intent not to extend the Term. Additionally, if a Change in Control occurs during the Term while the Executive remains employed with the Company, then this Agreement shall continue in effect for a period of twelve (12) months following the date of the Change in Control, to determine whether an event occurs during such twelve (12) month period that entitles the Executive to the Change in Control Severance.

4. Successors; Binding Agreement.

4.1 Successors. In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase,

merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

4.2 Binding Agreement. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, and heirs. If the Executive shall die while any amount would still be payable to the Executive hereunder if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the executors, personal representatives or administrators of the Executive's estate.

5. Notices. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States certified mail, return receipt requested, postage prepaid, or via a nationally recognized overnight courier, addressed to the respective addresses set forth below, 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 actual receipt:

To the Company:

The Hain Celestial Group, Inc.
221 River Street, 12th Floor
Hoboken, New Jersey 07030
Attention: Chief Legal and Corporate Affairs Officer

With a copy by email to legalnotices@hain.com

To the Executive:

The Executive's home address most recently on file in the Company's records

6. Arbitration. Section 15 of the Offer Letter shall govern this Agreement with respect to arbitration of any disputes arising out of or related to this Agreement.

7. Section 409A. This Agreement is intended to comply with or otherwise be exempt from Section 409A and its corresponding regulations, to the extent applicable, and shall be so construed. Notwithstanding anything in this Agreement to the contrary, payments of "nonqualified deferred compensation" subject to Section 409A may only be made under this Agreement upon an event and in a manner permitted by Section 409A, to the extent applicable. For purposes of Section 409A, all payments of "nonqualified deferred compensation" subject to Section 409A to be made upon the termination of the Executive's employment under this Agreement may only be made upon a "separation from service" under Section 409A. Each payment made under this Agreement, including each installment of Change in Control Severance, shall be treated as a separate payment and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments. In no

event shall the Executive, directly or indirectly, designate the calendar year of payment with respect to any amount that is “nonqualified deferred compensation” subject to Section 409A. Nothing herein shall be construed as having modified the time and form of payment of any amounts or payments of “nonqualified deferred compensation” within the meaning of Section 409A that were otherwise payable pursuant to the terms of any agreement between the Company and the Executive in effect prior to the date of this Agreement.

8. **Section 280G.** Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments provided or to be provided by the Company to the Executive pursuant to the terms of this Agreement or otherwise (the “**Covered Payments**”) constitute parachute payments within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended, and, but for this Section 8, would be subject to the excise tax imposed under Section 4999 of the Internal Revenue Code of 1986, as amended (or any successor provision thereto), or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the “**Excise Tax**”), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Executive of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to the Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax (that amount, the “**Reduced Amount**”). “**Net Benefit**” shall mean the present value of the Covered Payments net of all federal, state, local, foreign income, employment and excise taxes.

a. Any such reduction shall be made in accordance with Section 409A and the following:

(i) the Covered Payments consisting of cash severance benefits that do not constitute nonqualified deferred compensation subject to Section 409A shall be reduced first, in reverse chronological order;

(ii) all other Covered Payments consisting of cash payments, and Covered Payments consisting of accelerated vesting of equity based awards to which Treas. Reg. § 1.280G-1 Q/A-24(c) does not apply, and that in either case do not constitute nonqualified deferred compensation subject to Section 409A, shall be reduced second, in reverse chronological order;

(iii) all Covered Payments consisting of cash payments that constitute nonqualified deferred compensation subject to Section 409A shall be reduced third, in reverse chronological order; and

(iv) all Covered Payments consisting of accelerated vesting of equity-based awards to which Treas. Reg. § 1.280G-1 Q/A-24(c) applies shall be the last Covered Payments to be reduced.

b. Any determination required under this Section 8 shall be made in writing in good faith by an independent accounting firm selected by the Company (the “**Accountants**”). The

Company and the Executive shall provide the Accountants with such information and documents as the Accountants may reasonably request in order to make a determination under this Section 8. For purposes of making the calculations and determinations required by this Section 8, the Accountants may rely on reasonable, good-faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Internal Revenue Code of 1986, as amended. The Accountants' determinations shall be final and binding on the Company and the Executive. The Company shall be responsible for all fees and expenses incurred by the Accountants in connection with the calculations required by this Section 8.

c. It is possible that after the determinations and selections made pursuant to this Section 8 the Executive will receive Covered Payments that are in the aggregate more than the amount intended or required to be provided after application of this Section 8 ("**Overpayment**") or less than the amount intended or required to be provided after application of this Section 8 ("**Underpayment**").

(i) In the event that: (A) the Accountants determine, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Executive that the Accountants believe has a high probability of success, that an Overpayment has been made or (B) it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding that has been finally and conclusively resolved that an Overpayment has been made, then the Executive shall pay any such Overpayment to the Company together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Internal Revenue Code of 1986, as amended) from the date of the Executive's receipt of the Overpayment until the date of repayment.

(ii) In the event that: (A) the Accountants, based upon controlling precedent or substantial authority, determine that an Underpayment has occurred or (B) a court of competent jurisdiction determines that an Underpayment has occurred, any such Underpayment will be paid promptly by the Company to or for the benefit of the Executive together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Internal Revenue Code of 1986, as amended) from the date the amount should have otherwise been paid to the Executive until the payment date.

9. **Miscellaneous.** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, approved by the Compensation Committee of the Board, and signed by the Executive and an authorized officer of the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement, and this Agreement supersedes any prior agreements between the Company and the Executive relating to the subject matter hereof. Any payments provided for hereunder shall be paid net of any applicable withholding required under federal, state or local law and any additional withholding to which the Executive has agreed. The rights and obligations of the Company and the Executive under this Agreement shall survive the expiration of the Term.

10. **Validity.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to the conflicts of law provisions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

THE HAIN CELESTIAL GROUP, INC.

By: /s/ Kristy M. Meringolo
Name: Kristy M. Meringolo
Title: Chief Legal and Corporate Affairs Officer

/s/ Alison E. Lewis
Alison E. Lewis

Hain Celestial Appoints Alison E. Lewis President and Chief Executive Officer

HOBOKEN, N.J., December 15, 2025 – The Hain Celestial Group, Inc. (“Hain Celestial” or the “Company”) (Nasdaq: HAIN), today announced that Alison E. Lewis has been appointed President and Chief Executive Officer, effective immediately. Ms. Lewis had been serving as Hain Celestial’s Interim President and Chief Executive Officer since May 2025. Ms. Lewis will also continue in her role as a member of the Board of Directors (the “Board”).

Dawn Zier, Chair of the Board, said, “The Board has had the opportunity over the past few months to observe Alison in action. We are pleased with the bold moves she has already taken to reduce costs, the turnaround agenda she has put in place designed to drive margins and growth, and her focus on progressing the strategic review with Goldman Sachs. With Alison’s deep CPG expertise and track record of strong performance, we believe she is best equipped to create shareholder value and lead Hain as our next CEO.”

Alison Lewis said, “I am honored to lead Hain Celestial and look forward to delivering our strategy to reposition the company for a stronger future. Over the last several months, the company has been intensely focused on our initiatives to stabilize sales, improve profitability, optimize cash, and deleverage our balance sheet. I am proud of the work we are doing and confident in our ability to drive future value for all stakeholders.”

About Alison E. Lewis

Alison E. Lewis has been a member of the Hain Celestial Board of Directors since September 2024, and Interim President and Chief Executive Officer since May 2025. She is a 35-year veteran of the consumer-packaged goods industry. Ms. Lewis served as the Chief Growth Officer of Kimberly-Clark Corporation, a global consumer goods company, from 2019 to August 2024. As Chief Growth Officer, she led the growth strategy for the company’s four categories and was responsible for driving superior in-market execution, unlocking disciplined and profitable revenue growth, and maximizing innovation for value and scale. Prior to Kimberly-Clark, Ms. Lewis served as Chief Marketing Officer at Johnson & Johnson Family of Consumer Companies from 2013 to 2019. Prior to her role at Johnson & Johnson, Ms. Lewis served as Senior Vice President and Chief Marketing Officer, North America at The Coca-Cola Company. Ms. Lewis began her career at Kraft General Foods. She held leadership roles both domestically and internationally at Johnson & Johnson Family of Consumer Companies and the Coca-Cola Company. Her experience in digital-first marketing and sales models placed e-commerce at the forefront of commercial growth and transformation.

About The Hain Celestial Group, Inc.

Hain Celestial is a leading health and wellness company whose purpose is to inspire healthier living for people, communities and the planet through better-for-you brands. For more than 30 years, Hain Celestial has intentionally focused on delivering nutrition and well-being that positively impacts today and tomorrow. Headquartered in Hoboken, N.J., Hain Celestial's products across snacks, baby/kids, beverages and meal preparation are marketed and sold in over 70 countries around the world. Our leading brands include Garden Veggie Snacks™, Terra® chips, Garden of Eatin'® snacks, Hartley's® jelly, Earth's Best® Organic and Ella's Kitchen® baby and kids foods,

Celestial Seasonings® teas, Joya® and Natumi® plant-based beverages, The Greek Gods® yogurt, Cully & Sully®, Yorkshire Provender®, New Covent Garden® and Imagine® soups, among others. For more information, visit www.hain.com and LinkedIn.

Investor Relations Contact:

Alexis Tessier
Investor.Relations@hain.com

Media Contact:

Justin Godley
Justin.Godley@hain.com
